

**RESOLUTION NO. 2021-17**  
**RESOLUTION NO. PFA-03**  
**ORDINANCE NO. 2021-01**

## **AGENDA**

### **MISSION STATEMENT**

**“Our team is dedicated to protecting, enhancing, and developing our rich water resources to the highest beneficial use for Calaveras County, while maintaining cost-conscious, reliable service, and our quality of life, through responsible management.”**

Regular Board Meeting  
CCWD Public Financing Authority  
Wednesday, April 14, 2021  
1:00 p.m.

Calaveras County Water District  
120 Toma Court, (PO Box 846)  
San Andreas, California 95249

**Based on guidance from the California Governor’s Office and Department of Public Health, in order to minimize the potential spread of the COVID-19 virus, the Calaveras County Water District will convene its public meetings of the Board of Directors telephonically until further notice.**

**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)**

[+1 689-206-0281,481318333#](#) United States

Phone Conference ID: 481 318 333#

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 to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CCWD for review by the public.

## **ORDER OF BUSINESS**

### **CALL TO ORDER / PLEDGE OF ALLEGIANCE**

- ROLL CALL**
- PUBLIC COMMENT**

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### **BOARD OF DIRECTORS**

Jeff Davidson, President  
Scott Ratterman, Director

Cindy Secada, Vice President  
Bertha Underhill, Director

Russ Thomas, Director

**At this time, members of the public may address the Board on any non-agendized item. The public is encouraged to work through staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to three minutes per person.**

**3. CONSENT AGENDA**

**The following items are expected to be routine / non-controversial. Items will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed for later discussion.**

- 3a Approval of Minutes for the Board Meetings of March 19 and March 24, 2021
- 3b Review Board of Directors Monthly Time Sheets for March 2020
- 3c Ratify Claim Summary #589 Secretarial Fund in the Amount of \$1,581,227.54 for March 2021  
(Rebecca Callen, Director of Administrative Services) **RES 2021-\_\_\_\_\_**
- 3d Award of Design Services for the West Point Water Supply Reliability Project, CIP 11106  
(Charles Palmer, District Engineer) **RES 2021-\_\_\_\_\_**

**4. NEW BUSINESS**

- 4a\* Recognition of Phil McCartney for his Service with CCWD  
(Stacey Lollar, Human Resources Manager)
- 4b Discussion/Action Authorizing Design Contract for the Ebbetts Pass Redwood Water Storage Tanks Wildfire Hazard Mitigation, CIP 11095 **RES 2021-\_\_\_\_\_**  
(Kevin Williams, Civil Engineer)
- 4c\* Update from the Association of California Water Agency  
(Dave Eggerton, Executive Director)
- 4d Discussion/Action regarding SB 323 (Caballero) Proposing a Statute of Limitations for the Enactment of Water and Sewer Rates  
(Michael Minkler, General Manager)
- 4e Discussion/Action regarding approval of a Side Letter Amendment to the current SEIU Local 1021 MOU **RES 2021-\_\_\_\_\_**  
(Stacey Lollar, Human Resources Manager)
- 4f Discussion/Direction regarding Recommendations in response to customer complaints about the office phone system  
(Michael Minkler, General Manager and Rebecca Callen, Director of Administrative Services)

**5. OLD BUSINESS**

- 5a Discussion/Action Granting Authorization to Issue Certificates of Participation for the Automatic Radio Read Meter Project and Approval of Related Legal Documents and Resolutions  
(Rebecca Callen, Director of Administrative Services)

- Discussion/Action Approving a Trust Agreement, Installment Sale Agreement, Assignment Agreement and Certain other Documents in Connection with the Authorization, Preparation, Sale and Delivery of Calaveras County Water District Public Financing Authority, Series 2021 Water Revenue Certificates of Participation, and Authorizing and Directing Certain Actions with Respect thereto. **RES 2021-\_\_\_\_\_**

(Rebecca Callen, Director of Administrative Services)

- Discussion/Action Approving and Adopting USDA Rus Bulletin 1780-27 Loan Resolution Providing for The Incurrence of Indebtedness for the Purpose of Providing a Portion of the Cost of Acquiring, Constructing, Enlarging, Improving and/or Extending the Automatic Radio Read Meter Project **RES 2021-\_\_\_\_\_**

(Rebecca Callen, Director of Administrative Services)

**6. CONVENE PUBLIC FINANCING AUTHORITY**

6a Roll Call: CCWD Board Members

6b Discussion/Action regarding Approving a Trust Agreement, Installment Sale Agreement, Assignment Agreement and Other Documents in Connection with the Authorization, Preparation, Sale and Delivery of CCWD Public Financing Authority, Series 2021 Water Enterprise Revenue Certificate of Participation

(Rebecca Callen, Director of Administrative Services)

**RES 2021-PFA-01**

6c Adjournment

**7. RECONVENE REGULAR BOARD MEETING**

**8. REPORTS**

8a Report on the March 2021 Operations and Engineering Departments  
(Damon Wyckoff, Director of Operations)

8b\* General Managers Report  
(Michael Minkler)

**9.\* BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS**

**10. NEXT BOARD MEETINGS**

- Wednesday, April 28, 2021, 1:00 p.m., Regular Board Meeting
- Wednesday, May 12, 2021, 1:00 p.m., Regular Board Meeting

**11. CLOSED SESSION**

11a Conference with Real Property Negotiations Gov. Code § 54956.8  
Property: APN 074-017-013 Agency negotiators: M. Minkler  
Under negotiation: Price and/or terms of payment.

11b Government Code § 54957.6 Agency Negotiators: General Manager Michael Minkler, HR Manager Stacey Lollar and Michael Jarvis Regarding Negotiations with Employee Organization SEIU Local 1021 and Management and Confidential Unit

\*No information included in packet

12. **REPORTABLE ACTION FROM CLOSED SESSION**

13. **ADJOURNMENT**



# CALAVERAS COUNTY WATER DISTRICT

## Board of Directors

District 1      Scott Ratterman  
District 2      Cindy Secada  
District 3      Bertha Underhill  
District 4      Russ Thomas  
District 5      Jeff Davidson

## Financial Services

Umpqua Bank  
US Bank  
Wells Fargo Bank

## CCWD Committees

\*Engineering Committee  
\*Finance Committee  
\*Legal Affairs Committee

## Joint Power Authorities

ACWA / JPIA  
CCWD Public Financing Authority  
Calaveras-Amador Mokelumne River Authority (CAMRA)  
Calaveras Public Power Agency (CPPA)  
Eastern San Joaquin Groundwater Authority  
Tuolumne-Stanislaus Integrated Regional Water  
Management Joint Powers Authority (T-Stan JPA)  
Upper Mokelumne River Watershed Authority (UMRWA)

## Other Regional Organizations of Note

Calaveras LAFCO  
Calaveras County Parks and Recreation  
Committee  
Highway 4 Corridor Working Group  
Mountain Counties Water Resources  
Association (MCWRA)  
Mokelumne River Association (MRA)  
Tuolumne-Stanislaus Integrated Regional Water  
Mgt. JPA Watershed Advisory Committee (WAC)  
Eastern San Joaquin Groundwater Authority-Technical  
Advisory Committee

## Legal Counsel

Matthew Weber, Esq.  
Downey Brand, LLP

## Auditor

Richardson & Company, LLP

## Membership\*\*

Davidson / Thomas (alt. Secada)  
Underhill / Secada (alt. Thomas)  
Ratterman / Davidson (alt. Thomas)

Ratterman (alt. Michael Minkler)  
All Board Members  
Ratterman / Underhill (alt. Secada)  
Michael Minkler (Alt. Brad Arnold)  
Thomas  
Secada (alt. Thomas)  
Davidson (alt. Ratterman)

Ratterman / Thomas  
Thomas (alt. Ratterman)

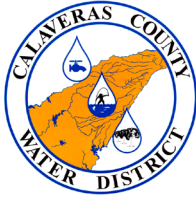
Thomas / Underhill  
All Board Members

All Board Members  
Brad Arnold

Brad Arnold

\* Standing committees, meetings of which require agendas & public notice 72 hours in advance of meeting.

\*\* The 1<sup>st</sup> name listed is the committee chairperson.



RESOLUTION NO. 2021-17  
RESOLUTION NO. PFA-03  
ORDINANCE NO. 2021-01

## MINUTES

### CALAVERAS COUNTY WATER DISTRICT SPECIAL BOARD MEETING

FEBRUARY 19, 2021

- Directors Present: Jeff Davidson, President  
Cindy Secada, Vice-President  
Scott Ratterman, Director  
Bertha Underhill, Director  
Russ Thomas, Director
- Staff Present: Michael Minkler, General Manager  
Rebecca Hitchcock, Clerk to the Board  
Damon Wyckoff, Director of Operations  
Brad Arnold, Manager of Water Resources  
Jessica Self, External Affairs Manager  
Pat Burkhardt, Construction and Maintenance Manager  
Stacey Lollar, Human Resources Manager
- Others Present: John Woodling, Project Manager, GEI  
Maria Pascoal, Engagement & Outreach, GEI  
Ellen Cross, Facilitation, Strategy Driver, GEI  
Ed Pattison, Tuolumne Utilities District  
Larry McKenney, Amador Water Agency  
Don Perkins  
Richard Schieffer

### ORDER OF BUSINESS

#### CALL TO ORDER / PLEDGE OF ALLEGIANCE

##### 1. ROLL CALL

President Davidson called the Special Board Meeting to order at 8:33 a.m. and led the pledge of allegiance.

##### 2. PUBLIC COMMENT

Director Thomas sang the National Anthem.

##### 3. BOARD WORKSHOP

- 3a Adoption of the Strategic Plan Mission, Vision, Values, and Goals

**MOTION: Directors Ratterman/Underhill – By Minute Entry Adopted the Strategic Plan Mission, Vision, Values, and Goals**

**Discussion:** Ellen Cross and Maria Pascoal reviewed the Draft Strategic Plan Mission, Vision, Values, and Goals that had been developed by the Board and staff during the Board Workshops. The Board was happy with the progress made, the process, and the outcome.

**PUBLIC COMMENT:** There was no public comment.

**YES:** Directors Ratterman, Underhill, Secada, Thomas, and Davidson  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

3b Presentation and Discussion on the Strategic Plan Priority Objectives

**Discussion:** Ellen Cross and Maria Pascoal led an interactive discussion with the Board and staff developing objectives that instill the District’s new Mission, Vision, Values, and Goals. The group reviewed, modified, and agreed upon the objectives A-C.

**PUBLIC COMMENT:**

Larry McKenney, Amador Water Agency participated in some of the objective’s language.

Ed Pattison, Tuolumne Utilities District commented on the fiscal responsibility objective.

**RECESS** was called at 10:12 a.m. **SESSION RESUMED** at 10:24 a.m.

**Discussion:** The discussion about the objectives continued after the break. The group reviewed, modified, and agreed upon the objectives D-F. Ellen Cross summarized the discussion and confirmed the next steps in the adoption process of the finalized Strategic Plan.

**4. NEXT BOARD MEETINGS**

- Wednesday, March 24, 2021, 1:00 p.m., Regular Board Meeting
- Wednesday, April 12, 2021, 1:00 p.m., Regular Board Meeting

**5. ADJOURNMENT**

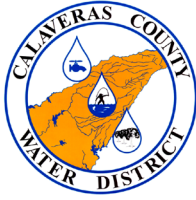
With no further business, the meeting adjourned at approximately 11:30 a.m.

Respectfully Submitted:

ATTEST:

\_\_\_\_\_  
Michael Minkler  
General Manager

\_\_\_\_\_  
Rebecca Hitchcock  
Clerk to the Board



RESOLUTION NO. 2021-17  
RESOLUTION NO. PFA-03  
ORDINANCE NO. 2021-01

## MINUTES

### CALAVERAS COUNTY WATER DISTRICT REGULAR BOARD MEETING

FEBRUARY 24, 2021

Directors Present: Jeff Davidson, President  
Cindy Secada, Vice-President  
Scott Ratterman, Director  
Bertha Underhill, Director  
Russ Thomas, Director

Staff Present: Michael Minkler, General Manager  
Rebecca Hitchcock, Clerk to the Board  
Rebecca Callen, Director of Administrative Services  
Damon Wyckoff, Director of Operations  
Stacey Lollar, Human Resources Manager

Others Present: Ralph Copeland

### ORDER OF BUSINESS

#### CALL TO ORDER / PLEDGE OF ALLEGIANCE

##### 1. ROLL CALL

President Davidson called the Regular Board Meeting to order at 1:18 p.m. and led the pledge of allegiance.

##### 2. PUBLIC COMMENT

Ralph Copeland commented on the surplus property discussed on the previous agenda. He wanted to let the Board know that property is very valuable and would like to see the proceeds stay in Copperopolis.

##### 3. CONSENT AGENDA

MOTION: Directors Thomas/Secada–Approved Consent Agenda Item:  
3a as presented.

3a Approval of Minutes for the Board Meeting of March 10, 2021

**AYES:** Directors Thomas, Secada, Ratterman, Underhill, and Davidson  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None



#### 4. **REPORTS**

- 4a General Managers Report  
(Michael Minkler)

**DISCUSSION:** Mr. Minkler reported on the following activities: 1) the resignation of Al Alt, County CAO; 2) the status of the Tyler Software upgrade; 3) the Groundwater Sustainability Agency meeting; 4) the Calaveras Public Power Agency rates are going up significantly; and 5) the Operations and Engineering Departments have been very busy planning many projects.

#### 5. **BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS**

Director Underhill asked about CCWD staff working on the pass.

Director Ratterman reported the Mountain Counties Water Resources Association meeting is Friday. They are searching for an Executive Director following John Kingsbury's retirement.

Director Thomas commented on the PG&E rate hikes and the tree removal on Pool Station Road.

Director Secada reported on the Tuolumne-Stanislaus IRWM JPA meeting.

Director Davidson had nothing to report.

#### 6. **NEXT BOARD MEETINGS**

- Wednesday, April 14, 2021, 1:00 p.m., Regular Board Meeting
- Wednesday, April 28, 2021, 1:00 p.m., Regular Board Meeting

The meeting adjourned into Closed Session at approximately 1:42 p.m. Those present were Board Members: Russ Thomas, Cindy Secada, Bertha Underhill, Jeff Davidson, and Scott Ratterman; staff members Michael Minkler, General Manager, Stacey Lollar, Human Resources Manager; Michael Jarvis, Negotiator; and General Counsel, Matt Weber.

#### 7. **CLOSED SESSION**

- 7a Government Code § 54957.6 Agency Negotiators: General Manager Michael Minkler, HR Manager Stacey Lollar and Michael Jarvis Regarding Negotiations with Employee Organization SEIU Local 1021 and Management and Confidential Unit

#### 8. **REPORTABLE ACTION FROM CLOSED SESSION**

The Board reconvened into Open Session at approximately 4:09 p.m. There was no reportable action.

#### 9. **ADJOURNMENT**

With no further business, the meeting adjourned at approximately 4:09 p.m.

Respectfully Submitted:

ATTEST:

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Michael Minkler  
General Manager

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Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: April 14, 2021

TO: Michael Minkler, General Manager

FROM: Rebecca Hitchcock, Clerk to the Board

SUBJECT: Review Board of Directors Time Sheets for March 2021

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## **RECOMMENDED ACTION:**

For information only.

## **SUMMARY:**

Pursuant to direction from the Board of Directors, copies of the Board's monthly time sheets from which the Board is compensated from, are included in the monthly agenda package for information. Attached are copies of the Board's time sheets for the month of March 2021.

Board Members can be reimbursed for mileage cost to travel to meetings/conferences and are paid at the current IRS rate.

## **FINANCIAL CONSIDERATIONS:**

Monthly compensation and mileage reimbursement costs are included in the FY 20-21 budget.

*Attachments: Board of Directors Time Sheets for March 2021*

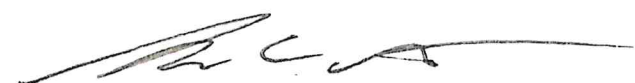
**CALAVERAS COUNTY WATER DISTRICT  
2021 DIRECTOR REIMBURSEMENT FORM**

For Admin Use Payroll Expense

Month/Yr March 2021  
Name S. Ratterman

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles
		Yes	No	Yes	No	Yes	No	Meeting	Expense	
2-24	CCWD Regular Mtg - Virtual							\$120.-		0
2-24	ACWA Webinar Conf. - Virtual							0		0
2-26	Mt. Counties Mtg. - Virtual							120.-		0
3-10	CCWD Regular Mtg. - Virtual							120.-		0
3-11	ACWA Legislative Symposium							120.-		0
3-17	ACWA Washington DC Conf. - Virtual							120.-		0
3-19	Strategic Planning WS - Virtual							120.-		0
3-24	CCWD Regular Mtg. - Virtual							120.-		0
3-24	ACWA Webinar Conf. - Virtual							0		0
<b>Total</b>		For Totals line, multiply miles by the IRS rate: 1/1/2021 \$0.560						\$840.-	0	0.00
Pursuant to Board Policy 4030, receipts required; report /materials required.						<b>Totals</b> (use IRS mileage rate)		\$0.00	\$0.00	\$0.00

The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.

Signature of Claimant:  


Administrative Review: 

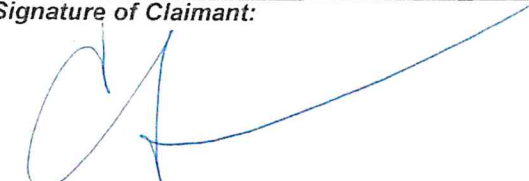

Date: 4/1/21

Orig to Finance Dept.

**CALAVERAS COUNTY WATER DISTRICT**  
**2020 DIRECTOR REIMBURSEMENT FORM**

For  Payroll   
 Admin Use  Expense


Month/Yr Mar-21  
 Name Cindy Secada

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles	
		Yes	No	Yes	No	Yes	No	Meeting	Expense		
10-Mar	CCWD Reg Meeting In person							\$120.00		38.7	
16-Mar	CCWD Finance Meeting	X						\$120.00			
17-Mar	TS-IRWM Video	X						\$120.00			
19-Mar	Special Board Meeting Workshop Video							\$120.00			
24-Mar	CCWD Regular Meeting							\$120.00			
<b>Total</b>	<i>For Totals line, multiply miles by the IRS rate:</i> 1/1/2020 \$0.575								0	38.7	
<i>Pursuant to Board Policy 4030, receipts required; report /materials required.</i>							<b>Totals</b> (use IRS mileage rate)		\$600.00	\$0.00	\$22.25
The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.						<b>Signature of Claimant:</b> 					
Administrative Review: <u></u>						Date: <u>4/1/21</u>		Orig to Finance Dept.			

**CALAVERAS COUNTY WATER DISTRICT**  
**2021 DIRECTOR REIMBURSEMENT FORM**

For Admin Use	Payroll <input type="radio"/>	Expense <input checked="" type="radio"/>
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Month/Yr Mar-21  
 Name Bertha Underhill

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles	
		Yes	No	Yes	No	Yes	No	Meeting	Expense		
3-Mar	EPPOC Mtg							0		0	
10-Mar	CCWD Regular Board Meeting							120		64	
16-Mar	Finance Committee							120		0	
17-Mar	ACWA DC Session 1							120		0	
19-Mar	CCWD Special Board Workshop							120		64	
24-Mar	CCWD Regular Board Meeting							120		64	
24-Mar	ACWA DC Session 2							0		0	
31-Mar	ACWA DC Session 3							120		0	
<b>Total</b>	<i>For Totals line, multiply miles by the IRS rate:</i> 1/1/2021 \$0.560								0	192	
<i>Pursuant to Board Policy 4030, receipts required; report /materials required.</i>								<b>Totals</b> (use IRS mileage rate)	\$720.00	\$0.00	\$107.52
The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.						<b>Signature of Claimant:</b>  <p style="text-align: center;"><i>Bertha Underhill</i></p>					
Administrative Review: <u></u>						Date: <u>4/1/21</u>		Orig to Finance Dept.			

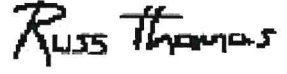
**CALAVERAS COUNTY WATER DISTRICT  
2020 DIRECTOR REIMBURSEMENT FORM**

For Admin Use	Payroll <input type="checkbox"/>
	Expense <input type="checkbox"/>

Month/Yr March, 2021  
Name Russ Thomas

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles
		Yes	No	Yes	No	Yes	No	Meeting	Expense	
3/2/2021	Engineering Committee Meeting							120		44
3/10/2021	CCWD Regular Board Meeting							120		44
3/19/2021	Strategic Plan Session #3							120		44
3/22/2021	Calaveras County Parks & Recreation Commission							120		0
3/24/2021	CCWD Regular Board Meeting							120		44
<b>Total</b>	<i>For Totals line, multiply miles by the IRS rate:</i>		1/1/21	\$0.560				\$ 600.00	0	132
<i>Pursuant to Board Policy 4030, receipts required; report /materials required.</i>					<b>Totals</b> (use IRS mileage rate)					\$ 73.92

The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.

Signature of Claimant:  


Administrative Review: 

Date: 4/1/21

Orig to Finance Dept.

**CALAVERAS COUNTY WATER DISTRICT**  
**2021 DIRECTOR REIMBURSEMENT FORM**

For Admin Use	Payroll <input type="radio"/>	Expense <input checked="" type="radio"/>	Month/Yr	Mar-21
			Name	Jeff Davidson

Activity Date	Meeting or Other Expense Description	Designated Rep.		Association List		Prior Approval		Cost		Total Miles	
		Yes	No	Yes	No	Yes	No	Meeting	Expense		
2-Mar	Engineering Committee							120		28	
10-Mar	CCWD Regular Board Meeting							120		28	
19-Mar	CCWD Special Board Workshop							120		0	
24-Mar	CCWD Regular Board Meeting							120		28	
<b>Total</b>	<i>For Totals line, multiply miles by the IRS rate:</i> 1/1/2021 \$0.560								0	84	
<i>Pursuant to Board Policy 4030, receipts required; report /materials required.</i>				<b>Totals</b> (use IRS mileage rate)				\$480.00	\$0.00	\$47.04	
<p>The undersigned, under penalty of perjury states: This claim and the items set forth herein are true and correct; that expenses incurred, meetings attended and business conducted are necessary to District affairs; that this claim is proper and within the scope of California Water Code Section 20200 et seq, and District Ordinance 2015-02; that the service was actually rendered; and that the amount(s) herein are justly true.</p>						<p><b>Signature of Claimant:</b></p> <p style="text-align: center;"><i>Jeff Davidson</i></p>					
Administrative Review: <u><i>[Signature]</i></u>						Date: <u>4/1/21</u>			Orig to Finance Dept.		

**Calaveras County Water District**  
**Claim Summary #589**  
February 2021 -vs- March 2021

	<b>February 2021</b>	<b>March 2021</b>
CCWD Operating Expenditures	\$ 2,312,849.01	\$ 910,757.37
Expenditures to be reimbursed/Fiduciary Payments	-	26.36
Capital R&R Projects	529,112.92	122,238.15
Capital Outlay	159,809.18	59,654.86
<b>Sub-Total Vendor Payments</b>	<b>3,001,771.11</b>	<b>1,092,676.74</b>
Payroll Disbursed	506,849.39	481,545.02
Other EFT Payments	126,766.60	7,005.78
<b>Total Disbursements</b>	<b>\$ 3,635,387.10</b>	<b>\$ 1,581,227.54</b>



CCWD  
AP DISBURSEMENTS  
March 1-31, 2021

Vendor	Description	GL Date	Check No	Amount
A T & T	Phone 02/21 - SA Shop	3/31/2021	ACH	74.98
A T & T	Phone 02/21 - SA Shop	3/31/2021	ACH	42.17
A T & T	Phone 02/21 - SA Warehouse	3/31/2021	ACH	29.35
A T & T	Phone 02/21 - SA Warehouse	3/31/2021	ACH	16.51
A T & T	Phone 02/21 - SA Warehouse	3/31/2021	ACH	0.10
A T & T CALNET 3	Phone 02/21 - Camp Connell Radio Tower	3/31/2021	ACH	211.80
A T & T CALNET3	Phone 02/21 - Azalea L/S	3/31/2021	ACH	21.83
A T & T CALNET3	Phone 02/21 - CCWHSE	3/31/2021	ACH	0.80
A T & T CALNET3	Phone 02/21 - District Wide	3/31/2021	ACH	894.92
A T & T CALNET3	Phone 02/21 - District Wide	3/31/2021	ACH	503.39
A T & T CALNET3	Phone 02/21 - Dorrington P/S	3/31/2021	ACH	23.49
A T & T CALNET3	Phone 02/21 - Hunters	3/31/2021	ACH	23.50
A T & T CALNET3	Phone 02/21 - JLTC	3/31/2021	ACH	85.47
A T & T CALNET3	Phone 02/21 - JLTC	3/31/2021	ACH	31.61
A T & T CALNET3	Phone 02/21 - JLTC Phone/Fax	3/31/2021	ACH	15.03
A T & T CALNET3	Phone 02/21 - JLTC Phone/Fax	3/31/2021	ACH	8.46
A T & T CALNET3	Phone 02/21 - OP HQ Back Up	3/31/2021	ACH	157.50
A T & T CALNET3	Phone 02/21 - OP HQ Back Up	3/31/2021	ACH	58.25
A T & T CALNET3	Phone 02/21 - OP HQ Long Distance	3/31/2021	ACH	317.73
A T & T CALNET3	Phone 02/21 - OP HQ Long Distance	3/31/2021	ACH	117.52
A T & T CALNET3	Phone 02/21 - T Line	3/31/2021	ACH	121.30
A T & T CALNET3	Phone 02/21 - T Line	3/31/2021	ACH	44.86
A TEEM ELECTRICAL ENG INC	SCADA System Upgrade - CCWTP	3/11/2021	137323	800.00
A-1 SHARPENING & SMALL ENGINE REPAIR, LLC	Starter Assembly, Spark Plug - V 124	3/11/2021	137324	36.91
ACWA/JPIA	(65) Dental 03/21	3/11/2021	137325	4,544.95
ACWA/JPIA	(65) Dental 03/21	3/11/2021	137325	1,681.01
ACWA/JPIA	Dental/Vision Adjustments 03/21	3/11/2021	137325	(3.47)
ACWA/JPIA	Dental/Vision Adjustments 03/21	3/11/2021	137325	(1.29)
ACWA/JPIA	EAP 03/21	3/11/2021	137325	114.94
ACWA/JPIA	EAP 03/21	3/11/2021	137325	39.76
ACWA/JPIA	Retiree Dental 03/21	3/11/2021	137325	2,171.02
ACWA/JPIA	Retiree Dental 03/21	3/11/2021	137325	802.98
ACWA/JPIA	Retiree Vision 03/21	3/11/2021	137325	623.24
ACWA/JPIA	Retiree Vision 03/21	3/11/2021	137325	230.52
ACWA/JPIA	Vision 03/21	3/11/2021	137325	948.42
ACWA/JPIA	Vision 03/21	3/11/2021	137325	350.78
ADP INC	Payroll Processing 01/31 & 02/15	3/8/2021	137263	1,107.71
ADP INC	Payroll Processing 01/31 & 02/15	3/8/2021	137263	409.70
ADP INC	Payroll Processing W-2 rerun	3/8/2021	137263	54.75
ADP INC	Payroll Processing W-2 rerun	3/8/2021	137263	20.25
ADP INC	Payroll Processing W-2's	3/8/2021	137263	399.02
ADP INC	Payroll Processing W-2's	3/8/2021	137263	147.58
AFLAC	Aflac Insurance, Employees 02/21	3/25/2021	137389	1,506.71
AFLAC	Aflac Insurance, Employees 02/21	3/25/2021	137389	557.27
ALCAL GLASS AND SUPPLY	Gloves - EP Barn	3/11/2021	137326	38.59
ALCAL GLASS AND SUPPLY	Paint, Tape, Fasteners - EP Barn	3/11/2021	137326	59.51
ALDERSON FENCING	Fencing - E Tank VS	3/8/2021	137265	7,245.00
AL'S TIRE SERVICE	Tire Repair - V129	3/8/2021	137264	20.00
AL'S TIRE SERVICE	Tire Swap - V721	3/8/2021	137264	65.00
AMERICAN PAVEMENT SYSTEMS	Hydrant Meter Refund	3/11/2021	137327	180.00
ANALYTICAL TECHNOLOGY INC	Sensor - CCWTP	3/25/2021	137390	(16.31)
ANALYTICAL TECHNOLOGY INC	Sensor - CCWTP	3/25/2021	137390	257.71
AQUIONICS, INC	Lamps, Porcelain Connectors - DF VCTO	3/8/2021	137266	5,237.39
ARNOLD AUTO SUPPLY	Adapter, Filter, DEF, Caliper, Light, Degreaser - Construction C	3/25/2021	137391	401.00
ARNOLD AUTO SUPPLY	Battery - EP B 03	3/25/2021	137391	128.91
ARNOLD AUTO SUPPLY	Battery - Transfer Trailer	3/25/2021	137391	288.42
ARNOLD AUTO SUPPLY	Battery, Filter - V 721	3/25/2021	137391	200.00
ARNOLD AUTO SUPPLY	Filter, Coolant, Oil - V 529	3/25/2021	137391	53.55
ARNOLD AUTO SUPPLY	Filters, Oil - EP	3/25/2021	137391	183.02
ARNOLD AUTO SUPPLY	Filters, Oil - EP	3/25/2021	137391	103.85
ARNOLD AUTO SUPPLY	Filters, Oil - EP	3/25/2021	137391	102.95
ARNOLD AUTO SUPPLY	Filters, Oil - EP	3/25/2021	137391	58.42
ARNOLD AUTO SUPPLY	Hose Repair - Skid Steer	3/25/2021	137391	21.45
ARNOLD AUTO SUPPLY	Oil - EP	3/25/2021	137391	65.86
ARNOLD AUTO SUPPLY	Oil - EP	3/25/2021	137391	65.89
ARNOLD AUTO SUPPLY	Oil - EP	3/25/2021	137391	37.04
ARNOLD AUTO SUPPLY	Oil - EP	3/25/2021	137391	37.07
ARNOLD AUTO SUPPLY	Oil, Coolant - B 04	3/25/2021	137391	48.80
ARNOLD AUTO SUPPLY	Rags, Wash - Hunters WTP	3/25/2021	137391	12.60
ARNOLD AUTO SUPPLY	Springs - Hunters WTP	3/25/2021	137391	448.98
ARNOLD AUTO SUPPLY	Tool Holders - CC Whse	3/25/2021	137391	214.50
BAY CITY EQUIPMENT INDUSTRIES INC	Controller Diagnosis - G 48	3/11/2021	137329	1,209.38
BAY CITY EQUIPMENT INDUSTRIES INC	Radiator - CC G 04	3/25/2021	137392	770.99
BAY CITY EQUIPMENT INDUSTRIES INC	Radiator Assembly - EP G 40	3/19/2021	137360	812.67
BIG VALLEY FORD LINCOLN MERCURY	Clutch Switch - V 534	3/25/2021	137394	62.37

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BIG VALLEY FORD LINCOLN MERCURY	Clutch, Master Cylinder - V 534	3/11/2021	137330	293.02
BIG VALLEY FORD LINCOLN MERCURY	Fuel Pump - V 592	3/25/2021	137394	381.17
BIG VALLEY FORD LINCOLN MERCURY	Headlight Assembly - V 144	3/11/2021	137330	271.19
BIG VALLEY FORD LINCOLN MERCURY	Hose, Connection, Thermostat - V 621	3/25/2021	137394	214.44
BIG VALLEY FORD LINCOLN MERCURY	Moulding - V 621	3/25/2021	137394	97.01
BIG VALLEY FORD LINCOLN MERCURY	Seat Belt Buckle - V 143	3/25/2021	137394	73.20
BIG VALLEY FORD LINCOLN MERCURY	Thermostat - V 538	3/25/2021	137394	52.40
BIG VALLEY FORD LINCOLN MERCURY	Thermostat, Gaskets, Hose, Antifreeze - V 143	3/11/2021	137330	188.20
BIG VALLEY FORD LINCOLN MERCURY	Thermostat, Seals, Hoses - V 535	3/25/2021	137394	135.68
BLUE TARP CREDIT SERVICES	Hydraulic Pump - T 11	3/11/2021	137331	494.38
BUY & SELL	Recruiting Ad - Water/Waste Water Operators	3/8/2021	137273	78.69
BUY & SELL	Recruiting Ad - Water/Waste Water Operators	3/8/2021	137273	29.11
CABRAL	Filters, Oil - V 723	3/25/2021	137400	572.08
CABRAL	Thermostat, Gasket - V 723	3/25/2021	137400	38.62
CALAVERAS AUTO SUPPLY	Adapter, Coupler, Fittings - SA Shop	3/25/2021	137401	18.44
CALAVERAS AUTO SUPPLY	Air Chuck, Valve Tool, Adapter - B 07	3/25/2021	137401	21.50
CALAVERAS AUTO SUPPLY	Battery - SA Shop	3/25/2021	137401	332.91
CALAVERAS AUTO SUPPLY	Battery Terminals, Lights - T 11	3/25/2021	137401	17.25
CALAVERAS AUTO SUPPLY	Credit Battery - SA Shop	3/25/2021	137401	(332.91)
CALAVERAS AUTO SUPPLY	DEF - SA Shop	3/25/2021	137401	33.23
CALAVERAS AUTO SUPPLY	DSL Fluid Heater - V 592	3/25/2021	137401	305.69
CALAVERAS AUTO SUPPLY	Gasket Set - V 130	3/25/2021	137401	39.56
CALAVERAS AUTO SUPPLY	Grinder, Circuit Tester - V 143	3/25/2021	137401	509.60
CALAVERAS AUTO SUPPLY	Hose, Clamps - LCWWTP	3/25/2021	137401	5.31
CALAVERAS AUTO SUPPLY	Hoses, Adapters - T 11	3/25/2021	137401	95.20
CALAVERAS AUTO SUPPLY	Hoses, Clamps - LCWWTP	3/25/2021	137401	62.84
CALAVERAS AUTO SUPPLY	Rope Handle - V 512	3/25/2021	137401	5.11
CALAVERAS AUTO SUPPLY	Sockets - V 143	3/25/2021	137401	93.30
CALAVERAS AUTO SUPPLY	Taps, Filter, Penetrant - CC Generator	3/25/2021	137401	126.45
CALAVERAS AUTO SUPPLY	Tire Chains - V 592	3/25/2021	137401	233.93
CALAVERAS AUTO SUPPLY	Tire Chains - V 723	3/25/2021	137401	262.58
CALAVERAS COUNTY	Permit Processing	3/19/2021	137361	1,425.71
CALAVERAS COUNTY	Permit Processing	3/19/2021	137361	1,242.60
CALAVERAS LUMBER CO INC	4" Couplings, Adapters - AWWTP	3/8/2021	137274	45.40
CALAVERAS LUMBER CO INC	Air Compressor - SRWTP	3/11/2021	137332	160.86
CALAVERAS LUMBER CO INC	Fittings - Hunters WTP	3/11/2021	137332	32.27
CALAVERAS LUMBER CO INC	Flashlight - V 529	3/11/2021	137332	36.97
CALAVERAS LUMBER CO INC	Heater - SRWTP	3/11/2021	137332	96.51
CALAVERAS LUMBER CO INC	Lumber - FMWWTP	3/11/2021	137332	9.65
CALAVERAS LUMBER CO INC	Storage Totes - Hunters WTP	3/11/2021	137332	47.17
CALAVERAS MATERIALS, INC	3/4 Class II AB - CC Whse Stock	3/25/2021	137402	386.87
CALAVERAS MATERIALS, INC	3/4 Class II AB - EP Barn Stock	3/19/2021	137362	386.71
CALAVERAS MATERIALS, INC	3/4 Class II AB - EP Barn Stock	3/19/2021	137362	375.88
CALAVERAS MATERIALS, INC	3/4 Class II AB - Hunter WTP	3/19/2021	137362	202.72
CALIFORNIA WELDING SUPPLY CO	Welding Gloves, Helmet, Jacket - SA Shop	3/11/2021	137333	443.45
CALIFORNIA WELDING SUPPLY CO	Welding Supplies - SA Shop	3/11/2021	137333	813.98
CALPERS - RETIREMENT	Retirement Disb 02/28/21 Payroll	3/2/2021	ACH	33,345.23
CALPERS - RETIREMENT	Retirement Disb 02/28/21 Payroll	3/2/2021	ACH	12,333.17
CALPERS - RETIREMENT	Retirement Disb 03/15/21 Payroll	3/24/2021	ACH	44,270.26
CALPERS (Def Comp)	Deferred Comp Disb 02/28/21 Payroll	3/2/2021	ACH	2,752.93
CALPERS (Def Comp)	Deferred Comp Disb 02/28/21 Payroll	3/2/2021	ACH	2,096.21
CALPERS (Def Comp)	Deferred Comp Disb 03/15/21 Payroll	3/24/2021	ACH	5,696.91
CALPERS (Def Comp)	Deferred Comp Loan Repay Disb 02/28/21 Payroll	3/2/2021	ACH	650.67
CALPERS (Def Comp)	Deferred Comp Loan Repay Disb 02/28/21 Payroll	3/2/2021	ACH	306.38
CALPERS (Health Ins)	Health Ins 04/21	3/31/2021	ACH	121,163.47
CALPERS (Health Ins)	Health Ins 04/21	3/31/2021	ACH	44,834.37
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	87.44
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	122.39
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	16.69
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	21.59
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	22.42
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	5.00
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	32.34
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	65.77
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	6.17
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	7.14
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	8.29
CALPERS (Health Ins)	Health Insurance Admin Fee 03/21	3/8/2021	ACH	1.85
CALPERS (Health Ins)	Health Insurance, Employees (63) 03/21	3/8/2021	ACH	84,348.99
CALPERS (Health Ins)	Health Insurance, Employees (63) 03/21	3/8/2021	ACH	31,197.57
CALPERS (Health Ins)	Health Insurance, Retirees (53) 03/21	3/8/2021	ACH	32,978.59
CALPERS (Health Ins)	Health Insurance, Retirees (53) 03/21	3/8/2021	ACH	12,197.56
CAMPORA	Acct # 75516 Wallace 02/21	3/19/2021	137363	69.05
CARSON HILL ROCK PRODUCTS	Concrete - FMWWTP	3/11/2021	137334	2,570.88
CARSON HILL ROCK PRODUCTS	Trucking - EP	3/11/2021	137334	472.50
CHRISTOPHER SKRBINA	Reimbursement: DMV Exam	3/25/2021	137427	130.00

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COLUMBIA COMMUNICATIONS	Install New Coax, Radios - CC	3/19/2021	137364	1,978.53
COLUMBIA COMMUNICATIONS	Install New Coax, Radios - CC	3/19/2021	137364	1,112.93
CONDOR EARTH TECHNOLOGIES INC	20/21 GroundWater Monitoring	3/8/2021	137277	10,531.50
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137308	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137308	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137275	204.95
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137275	75.81
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137293	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137293	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137297	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137297	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137272	491.87
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137272	181.93
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137310	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137310	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137271	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137271	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137280	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137280	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137290	307.43
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137290	113.71
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137304	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137304	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137312	307.43
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137312	113.71
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137278	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137278	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137281	76.50
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137281	28.29
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137295	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137295	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137318	307.43
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137318	113.71
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137267	299.42
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137267	110.74
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137268	307.43
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137268	113.71
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137322	307.43
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137322	113.71
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137276	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137276	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137284	3.33
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137284	1.23
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137270	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137270	42.52
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137279	114.98
CONFIDENTIAL	1st QTR Retiree Health Reimbursement 2021	3/8/2021	137279	42.52
CONFIDENTIAL	30 Hours PTO Pay Out 03/17	3/19/2021	137382	622.69
CONFIDENTIAL	30 Hours PTO Pay Out 03/17	3/19/2021	137382	350.26
CONFIDENTIAL	March 2021 Retiree Health Reimbursement	3/8/2021	137291	38.33
CONFIDENTIAL	March 2021 Retiree Health Reimbursement	3/8/2021	137291	14.17
CONFIDENTIAL	March 2021 Retiree Health Reimbursement	3/8/2021	137313	255.48
CONFIDENTIAL	March 2021 Retiree Health Reimbursement	3/8/2021	137313	94.49
CONFIDENTIAL	Medical Reimbursement	3/8/2021	137269	292.00
CONFIDENTIAL	Medical Reimbursement	3/8/2021	137269	108.00
CONFIDENTIAL	Medical Reimbursement 2020	3/19/2021	137387	28.98
CONFIDENTIAL	Medical Reimbursement 2020	3/19/2021	137387	10.72
CONFIDENTIAL	Medical Reimbursement 2021	3/8/2021	137288	292.00
CONFIDENTIAL	Medical Reimbursement 2021	3/8/2021	137288	108.00
CONFIDENTIAL	Medical Reimbursement 2021	3/8/2021	137289	292.00
CONFIDENTIAL	Medical Reimbursement 2021	3/8/2021	137289	108.00
CONFIDENTIAL	Medical Reimbursement 2021	3/25/2021	137431	263.02
CONFIDENTIAL	Medical Reimbursement 2021	3/25/2021	137431	97.28
CONFIDENTIAL	Medical Reimbursement 2021	3/25/2021	137429	292.00
CONFIDENTIAL	Medical Reimbursement 2021	3/25/2021	137429	108.00
CONFIDENTIAL	Medical Reimbursement 2021	3/25/2021	137398	256.00
CONFIDENTIAL	Medical Reimbursement 2021	3/25/2021	137398	144.00
CONFIDENTIAL	Medical Reimbursement 2021	3/25/2021	137399	256.00
CONFIDENTIAL	Medical Reimbursement 2021	3/25/2021	137399	144.00
CONFIDENTIAL	Medical Reimbursement 2021	3/26/2021	137428	292.00
CONFIDENTIAL	Medical Reimbursement 2021	3/26/2021	137428	108.00
CONFIDENTIAL	Out of Class Pay - 01/28-03/12/2021	3/26/2021	137396	218.65
CONFIDENTIAL	Out of Class Pay - 01/28-03/12/2021	3/26/2021	137396	80.87
CONFIDENTIAL	Out of Class Pay - 01/28-03/12/2021	3/26/2021	137395	280.32
CONFIDENTIAL	Out of Class Pay - 01/28-03/12/2021	3/26/2021	137395	103.68
CPPA	Power - 02/21 District Wide	3/19/2021	137365	39,396.90

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CPPA	Power - 02/21 District Wide	3/19/2021	137365	22,160.75
CPPA	Power - 02/21 HQ	3/19/2021	137365	352.88
CPPA	Power - 02/21 HQ	3/19/2021	137365	130.52
CPUD	Water Service 03/21 - OP HQ	3/31/2021	ACH	236.76
CPUD	Water Service 03/21 - OP HQ	3/31/2021	ACH	87.57
CWEA Renewal	Membership Renewal - Zanardi	3/25/2021	137404	122.88
CWEA Renewal	Membership Renewal - Zanardi	3/25/2021	137404	69.12
DANIEL SMITH	Claim Form: 7005 Baldwin St.	3/19/2021	137384	150.00
DATAPROSE	UB Special Mailing 02/21	3/11/2021	137335	4,403.76
DATAPROSE	UB Statement 02/21	3/19/2021	137366	2,735.48
DATAPROSE	UB Statement 02/21	3/19/2021	137366	1,011.75
DATAPROSE	UB Statement Processing 02/21	3/11/2021	137335	2,735.48
DATAPROSE	UB Statement Processing 02/21	3/11/2021	137335	1,011.75
DE LAGE LANDEN FINANCIAL SRVC INC	Copier Lease 03/21	3/31/2021	ACH	188.61
DE LAGE LANDEN FINANCIAL SRVC INC	Copier Lease 03/21	3/31/2021	ACH	106.10
DOI/BLM	Communication Site Billing Late Fees	3/25/2021	137405	306.46
DONNA NEWLAND	UB Refund: 2552 Navajo Dr	3/25/2021	137421	100.57
DUDEK	Cultural Survey - WP Bear Creek Debris Removal	3/8/2021	137282	501.52
EBBETTS PASS GAS SERVICE	Fuel 01/21 EP	3/8/2021	137283	4,961.75
EBBETTS PASS GAS SERVICE	Fuel 01/21 EP	3/8/2021	137283	1,835.17
EBBETTS PASS GAS SERVICE	Fuel 02/21	3/19/2021	137368	4,326.29
EBBETTS PASS GAS SERVICE	Fuel 02/21	3/19/2021	137368	2,433.54
EBBETTS PASS LUMBER	Locking Plug - EP BG Tank 2	3/25/2021	137406	28.52
EDWARD MUNOZ	UB Refund: 2047 Quail Hill Rd	3/25/2021	137420	143.53
ENTERPRISE FM TRUST	Customer 441657B: Vehicle Leasing 03/21	3/11/2021	137336	7,706.69
ENTERPRISE FM TRUST	Customer 441657B: Vehicle Leasing 03/21	3/11/2021	137336	4,335.02
ENTERPRISE FM TRUST	Customer 441657B: Vehicle Leasing 03/21 (Maint/Tax/Other)	3/11/2021	137336	1,052.20
ENTERPRISE FM TRUST	Customer 441657B: Vehicle Leasing 03/21 (Maint/Tax/Other)	3/11/2021	137336	591.86
ERIC DAVIS	Reimbursement - Winter Jacket	3/19/2021	137367	106.39
ERIC DAVIS	Reimbursement - Winter Jacket	3/19/2021	137367	59.84
FASTENAL	Dust Mops - CCWTP	3/25/2021	137407	47.17
FERGUSON ENTERPRISES, INC 1423	2" Redi-Clamps - District Use	3/25/2021	137408	394.78
FGL ENVIRONMENTAL	Waste Water Testing 02/15-02/28	3/11/2021	137337	1,705.00
FGL ENVIRONMENTAL	Waste Water Testing 03/01-03/08	3/11/2021	137337	1,206.00
FGL ENVIRONMENTAL	Water Testing 02/15-02/28	3/11/2021	137337	781.00
FGL ENVIRONMENTAL	Water Testing 03/01-03/08	3/11/2021	137337	3,575.00
FINANCIAL PACIFIC LEASING	GapVax Quarterly Loan Payment	3/31/2021	ACH	2,101.73
FINANCIAL PACIFIC LEASING	GapVax Quarterly Loan Payment	3/31/2021	ACH	17,910.47
FINANCIAL PACIFIC LEASING	GapVax Quarterly Loan Payment	3/31/2021	ACH	1,182.24
FINANCIAL PACIFIC LEASING	GapVax Quarterly Loan Payment	3/31/2021	ACH	10,074.64
FOOTHILL PORTABLE TOILETS	Rental Portable Toilet 1/30-02/26/2021 Wallace	3/19/2021	137369	99.50
FOOTHILL PRINTING & GRAPHICS	Door Hangers	3/19/2021	137370	471.61
FOOTHILL PRINTING & GRAPHICS	Door Hangers	3/19/2021	137370	365.99
FOOTHILL PRINTING & GRAPHICS	Door Hangers	3/19/2021	137370	174.43
FOOTHILL PRINTING & GRAPHICS	Door Hangers	3/19/2021	137370	135.37
FOREST MEADOWS OWNERS ASSOC	2021 Annual Road Access Fee	3/8/2021	137285	394.00
GAMBI DISPOSAL INC.	Bio-Solids Removal - AWWTP	3/11/2021	137338	498.75
GAMBI DISPOSAL INC.	Bio-Solids Removal - AWWTP	3/11/2021	137338	700.35
GAMBI DISPOSAL INC.	Bio-Solids Removal - AWWTP	3/11/2021	137338	183.75
GAMBI DISPOSAL INC.	Bio-Solids Removal - DF VCTO	3/11/2021	137338	630.00
GAMBI DISPOSAL INC.	Bio-Solids Removal - LCWWTP	3/11/2021	137338	498.75
GAMBI DISPOSAL INC.	Bio-Solids Removal - LCWWTP	3/11/2021	137338	595.35
GAMBI DISPOSAL INC.	Bio-Solids Removal - LCWWTP	3/11/2021	137338	603.75
GCR TIRES & SERVICE	Tires - B 06	3/11/2021	137339	1,438.87
GEI CONSULTANTS, INC	Strategic Planning Professional Services	3/25/2021	137410	7,692.01
GEI CONSULTANTS, INC	Strategic Planning Professional Services	3/25/2021	137410	2,844.99
GENERAL PLUMBING SUPPLY CO INC	Blower/Motor - WP Lift Station	3/8/2021	137286	1,272.12
GENERAL PLUMBING SUPPLY CO INC	Brass Fittings - CC Whse	3/25/2021	137411	177.87
GENERAL PLUMBING SUPPLY CO INC	Fittings, Fasteners - EP LS 3	3/8/2021	137286	35.31
GOLDEN STATE FLOW MEASUREMENT, INC	Sensus Annual AUTOREAD support & maintenance	3/8/2021	137287	2,144.94
GORDON JONES	UB Refund: 5 Mosswood	3/25/2021	137416	18.07
GORDON JONES	UB Refund: 5 Mosswood	3/25/2021	137416	20.03
GOVCONNECTION, INC	500 GB SSD HD's - IT replacements	3/17/2021	137371	199.66
GOVCONNECTION, INC	500 GB SSD HD's - IT replacements	3/17/2021	137371	73.85
GOVCONNECTION, INC	Bdroom cables, Surface Pro Cases (2)	3/17/2021	137371	69.80
GOVCONNECTION, INC	Bdroom cables, Surface Pro Cases (2)	3/17/2021	137371	25.84
GOVCONNECTION, INC	Lenovo Power Supplies (3) Spares	3/17/2021	137371	71.39
GOVCONNECTION, INC	Lenovo Power Supplies (3) Spares	3/17/2021	137371	26.41
GOVCONNECTION, INC	RBC2 Replacement UPS Batteries (3)	3/17/2021	137371	61.41
GOVCONNECTION, INC	RBC2 Replacement UPS Batteries (3)	3/17/2021	137371	22.72
GOVCONNECTION, INC	RBC24 UPS Battery replacement - APC 1500VA	3/17/2021	137371	107.89
GOVCONNECTION, INC	RBC24 UPS Battery replacement - APC 1500VA	3/17/2021	137371	39.90
GOVCONNECTION, INC	Scanner - Microphones - CS	3/17/2021	137371	391.55
GOVCONNECTION, INC	Scanner - Microphones - CS	3/17/2021	137371	144.82
GOVCONNECTION, INC	USB C - Adaptors (3)	3/17/2021	137371	20.21
GOVCONNECTION, INC	USB C - Adaptors (3)	3/17/2021	137371	7.47

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GRAINGER	Cordless Driver - V 592	3/11/2021	137340	245.99
GRAINGER	Fuel Meters - V 143	3/11/2021	137340	381.83
GRAINGER	Fuel Meters - V 592	3/11/2021	137340	381.83
GRAINGER	Loop Calibrator - Electricians	3/11/2021	137340	1,641.62
GRAINGER	Solenoid Valve - CCWWTP	3/25/2021	137412	416.37
GRAINGER	Trailer Towing Equipment - V 740	3/11/2021	137340	517.84
GRAINGER	Trailer Towing Equipment - V 740	3/11/2021	137340	11.55
HACH COMPANY	Sulfuric Acid - JLWTP	3/25/2021	137413	56.83
HDR	Water and Wastewater Capacity Fee Study 12/20	3/19/2021	137372	4,046.03
HDR	Water and Wastewater Capacity Fee Study 12/20	3/19/2021	137372	1,496.47
HDR	Water and Wastewater Capacity Fee Study; HDR Proposal Dated 3/10	3/11/2021	137341	4,540.60
HDR	Water and Wastewater Capacity Fee Study; HDR Proposal Dated 3/10	3/11/2021	137341	1,679.40
HERD'S MACHINE & WELD SHOP	Metal Beams, Tubing - V 740	3/11/2021	137342	204.48
HERD'S MACHINE & WELD SHOP	Steel Plate - CC LS 17	3/11/2021	137342	48.54
HERD'S MACHINE & WELD SHOP	Welding Gloves - SA Shop	3/25/2021	137414	66.50
HERD'S MACHINE & WELD SHOP	Welding Supplies - SA Shop	3/25/2021	137414	674.70
HOBGOODS CLEANING	Janitorial Services 02/21 JLTC	3/11/2021	137343	32.00
HOBGOODS CLEANING	Janitorial Services 02/21 JLTC	3/11/2021	137343	18.00
HOBGOODS CLEANING	Janitorial Services 02/21 OP HQ	3/11/2021	137343	1,412.55
HOBGOODS CLEANING	Janitorial Services 02/21 OP HQ	3/11/2021	137343	522.45
HUNT & SONS, INC	Fuel - CC	3/25/2021	137415	1,596.18
IRON MOUNTAIN	Document Destruction: 01/27-02/23/2021	3/19/2021	137373	70.77
IRON MOUNTAIN	Document Destruction: 01/27-02/23/2021	3/19/2021	137373	26.17
JAMES & DEBORAH BENDER	UB Refund: 1186 Ponderosa Way	3/25/2021	137393	116.55
JAMESVILLE OFFICE FURNITURE	Office Furniture - OP HQ	3/11/2021	137344	977.43
JAMESVILLE OFFICE FURNITURE	Office Furniture - OP HQ	3/11/2021	137344	361.51
LAWSON PRODUCTS INC	Thread Identifier, Reamer Set - SA Shop	3/11/2021	137345	830.15
LIEBERT CASSIDY WHITMORE	Legal Services CA045-00001	3/19/2021	137374	3,296.32
LIEBERT CASSIDY WHITMORE	Legal Services CA045-00001	3/19/2021	137374	1,219.18
LIEBERT CASSIDY WHITMORE	Legal Services CA045-00021	3/19/2021	137374	2,421.05
LIEBERT CASSIDY WHITMORE	Legal Services CA045-00021	3/19/2021	137374	895.45
LIEBERT CASSIDY WHITMORE	Legal Services CA045-00022	3/19/2021	137374	1,165.08
LIEBERT CASSIDY WHITMORE	Legal Services CA045-00022	3/19/2021	137374	430.92
LIEBERT CASSIDY WHITMORE	Legal Services CA045-00023	3/19/2021	137374	1,692.14
LIEBERT CASSIDY WHITMORE	Legal Services CA045-00023	3/19/2021	137374	1,636.66
LIEBERT CASSIDY WHITMORE	Legal Services CA045-00023	3/19/2021	137374	625.86
LIEBERT CASSIDY WHITMORE	Legal Services CA045-00023	3/19/2021	137374	605.34
LOWE'S	Hand Truck, Light Bulbs - Industrial Way Warehouse	3/25/2021	137419	79.81
LOWE'S	Lumber - Industrial Way Warehouse	3/8/2021	137321	36.70
LOWE'S	Lumber - Industrial Way Warehouse	3/8/2021	137321	20.65
LOWE'S	Rug, Rags, Cleaning Agents - Industrial Way Warehouse	3/8/2021	137321	85.09
LOWE'S	Rug, Rags, Cleaning Agents - Industrial Way Warehouse	3/8/2021	137321	47.86
LOWE'S	Saw, Tool Kit - Industrial Way Warehouse	3/8/2021	137321	132.94
LOWE'S	Saw, Tool Kit - Industrial Way Warehouse	3/8/2021	137321	74.78
MARK & THERESA RYAN	UB Refund: 3129 Crystal Way	3/25/2021	137425	227.12
MERCHANT SERVICES	Merchant Fees 02/21	3/31/2021	ACH	108.56
MERCHANT SERVICES	Merchant Fees 02/21	3/31/2021	ACH	40.15
MIRAMONT HOMES INC	UB Sewer Rebate 061078004	3/8/2021	137296	361.30
MIRAMONT HOMES INC	UB Sewer Rebate 061078005	3/8/2021	137296	273.94
MIRAMONT HOMES INC	UB Sewer Rebate 061078015	3/8/2021	137296	373.49
MIRAMONT HOMES INC	UB Sewer Rebate 061078016	3/8/2021	137296	298.74
MIRAMONT HOMES INC	UB Sewer Rebate 061078017	3/8/2021	137296	357.01
MIRAMONT HOMES INC	UB Sewer Rebate 061078018	3/8/2021	137296	350.51
MIRAMONT HOMES INC	UB Sewer Rebate 061078019	3/8/2021	137296	250.80
MIRAMONT HOMES INC	UB Sewer Refund 061078015	3/8/2021	137296	5.19
MODESTO AIRCO GAS & GEAR	Cylinder Rental 02/21	3/19/2021	137375	58.24
MODESTO AIRCO GAS & GEAR	Cylinder Rental 02/21	3/19/2021	137375	32.76
MOTHER LODGE ANSWERING SERVICE	Answering Service 02/21	3/19/2021	137376	465.01
MOTHER LODGE ANSWERING SERVICE	Answering Service 02/21	3/19/2021	137376	171.99
MOUNTAIN OASIS PURIFIED WATER	Water Cooler and Suppliers 01/21	3/19/2021	137377	58.11
MOUNTAIN OASIS PURIFIED WATER	Water Cooler and Suppliers 01/21	3/19/2021	137377	32.69
MOUNTAIN OASIS PURIFIED WATER	Water Cooler and Suppliers 02/21	3/19/2021	137377	76.86
MOUNTAIN OASIS PURIFIED WATER	Water Cooler and Suppliers 02/21	3/19/2021	137377	43.24
MUNICIPAL RESOURCE GROUP LLC	Management Consulting	3/8/2021	137298	2,737.50
MUNICIPAL RESOURCE GROUP LLC	Management Consulting	3/8/2021	137298	1,012.50
MUTUAL OF OMAHA	Group ID: G000AWXB Life/AD&D/LTD/STD Insurance	3/8/2021	137299	4,522.35
MUTUAL OF OMAHA	Group ID: G000AWXB Life/AD&D/LTD/STD Insurance	3/8/2021	137299	4,712.40
MUTUAL OF OMAHA	Group ID: G000AWXB Life/AD&D/LTD/STD Insurance	3/8/2021	137299	1,672.65
MUTUAL OF OMAHA	Group ID: G000AWXB Life/AD&D/LTD/STD Insurance	3/8/2021	137299	1,742.94
NANCY LANCE	UB Refund: 123 Fairway Village Ct	3/25/2021	137418	32.87
NANCY LANCE	UB Refund: 123 Fairway Village Ct	3/25/2021	137418	54.83
NORDAHL LAND SURVEYING	Annual Surveying of Dam Monuments - White Pines	3/25/2021	137422	1,945.00
NORDAHL LAND SURVEYING	Land Surveying Services for Sewer Encroachment APN 074-017-013	3/11/2021	137346	1,050.00
NORTHSTAR CHEMICAL	Sodium Hypochlorite - AWWTP	3/11/2021	137347	1,807.70
NORTHSTAR CHEMICAL	Sodium Hypochlorite - CCWTP	3/19/2021	137378	1,148.97
NORTHSTAR CHEMICAL	Sodium Hypochlorite - Hunters WTP	3/11/2021	137347	2,489.42

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NORTHSTAR CHEMICAL	Sodium Hypochlorite - JLWTP	3/11/2021	137347	2,297.93
NORTHSTAR CHEMICAL	Sodium Hypochlorite - Wallace WWTP & Southworth WWTP	3/19/2021	137378	1,068.21
NTU TECHNOLOGIES INC	Polymer - JLWTP	3/8/2021	137300	801.09
NTU TECHNOLOGIES INC	Protek 301 - Hunters WTP	3/8/2021	137300	4,347.00
OCCU-MED, LTD	Pre Employment - Mechanic	3/19/2021	137379	201.85
OCCU-MED, LTD	Pre Employment - Mechanic	3/19/2021	137379	74.65
O'CONNELL & DEMPSEY, LLC	FY 20-21 Federal Legislative Advocacy Consulting Services	3/8/2021	137301	3,650.00
O'CONNELL & DEMPSEY, LLC	FY 20-21 Federal Legislative Advocacy Consulting Services	3/8/2021	137301	1,350.00
O'REILLY AUTO PARTS	Batteries - SA Shop	3/25/2021	137423	287.71
O'REILLY AUTO PARTS	Battery - CC G 23	3/8/2021	137302	150.79
O'REILLY AUTO PARTS	Clamps - Fuel Tank	3/8/2021	137302	8.13
O'REILLY AUTO PARTS	Core Credit	3/25/2021	137423	(44.00)
O'REILLY AUTO PARTS	DEF - V 135	3/8/2021	137302	49.31
O'REILLY AUTO PARTS	Finance Charge	3/25/2021	137423	1.47
O'REILLY AUTO PARTS	Fuel Hoses - LCWWTP	3/25/2021	137423	2.86
O'REILLY AUTO PARTS	Oil Filter, Antifreeze, Oil - SA Shop	3/25/2021	137423	65.43
O'REILLY AUTO PARTS	Silicone, DEF - V 723	3/25/2021	137423	35.37
O'REILLY AUTO PARTS	Straps, Wiper Blades, RainX - V 130	3/25/2021	137423	58.29
O'REILLY AUTO PARTS	Tire Chains, Adjuster - V 726	3/8/2021	137302	130.72
P G & E	Gas 02/21 - OP HQ	3/31/2021	ACH	160.87
P G & E	Gas 02/21 - OP HQ	3/31/2021	ACH	59.50
P G & E	Power 02/21 - CC Water Tank	3/31/2021	ACH	43.12
P G & E	Power 02/21 - District Wide	3/31/2021	ACH	2,554.28
P G & E	Power 02/21 - District Wide	3/31/2021	ACH	1,436.78
P G & E	Power 02/21 - Hwy 26	3/31/2021	ACH	9.98
P G & E	Power 02/21 - JLTC	3/31/2021	ACH	81.20
P G & E	Power 02/21 - JLTC	3/31/2021	ACH	45.68
P G & E	Power 02/21 - SA Shop	3/31/2021	ACH	418.47
P G & E	Power 02/21 - SA Shop	3/31/2021	ACH	235.39
P G & E	Power 02/21 - SA Warehouse	3/31/2021	ACH	99.40
P G & E	Power 02/21 - SA Warehouse	3/31/2021	ACH	36.77
P G & E	Power 02/21 - VS House	3/31/2021	ACH	20.65
P G & E	Power 02/21 - VS House	3/31/2021	ACH	11.62
P G & E	Power 02/21 - Wallace Spray Fields	3/31/2021	ACH	29.13
P G & E	Power 02/21 - Warmwood L/S	3/31/2021	ACH	18.95
P G & E	Power 02/21 - Woodgate L/S	3/31/2021	ACH	22.87
PACE SUPPLY CORP	2" Repair Couplings - District Use	3/8/2021	137303	699.10
PACE SUPPLY CORP	2" Repair Couplings - District Use	3/8/2021	137303	68.64
PACE SUPPLY CORP	2" Repair Couplings - District Use	3/8/2021	137303	611.45
PACE SUPPLY CORP	Box, Lid, ARV - Collections Vallecito	3/25/2021	137424	1,316.16
PACE SUPPLY CORP	Box, Lid, ARV - Collections Vallecito	3/25/2021	137424	1,815.76
PACE SUPPLY CORP	Concrete Boxes - Collections Crew	3/8/2021	137303	249.55
PACE SUPPLY CORP	Concrete Lids - Collections Crew	3/8/2021	137303	44.07
PACE SUPPLY CORP	Concrete Lids - Collections Crew	3/8/2021	137303	220.35
PACE SUPPLY CORP	Customer Meter Valves - LC Whse	3/8/2021	137303	2,992.28
PACE SUPPLY CORP	Gauges - District Use (PRV)	3/25/2021	137424	879.45
PACE SUPPLY CORP	Gauges - LC Whse	3/8/2021	137303	128.70
PACE SUPPLY CORP	Grinder Pump - FMWWTP	3/25/2021	137424	1,035.77
PACE SUPPLY CORP	Meter Adapters - District Use	3/25/2021	137424	1,412.48
PACE SUPPLY CORP	Orenco Pods - Indian Rock Waste Water Treatment	3/25/2021	137424	23,026.58
PACE SUPPLY CORP	Orenco Pods - Indian Rock Waste Water Treatment	3/25/2021	137424	68,288.52
PACE SUPPLY CORP	Pump (2) - Six Mile L/S Project	3/25/2021	137424	8,386.50
PACE SUPPLY CORP	Redi-Clamps - CC Whse	3/25/2021	137424	773.74
PACE SUPPLY CORP	Repair Clamps - LC Whse	3/8/2021	137303	884.71
PAYMENTUS GROUP INC	Payment Processing 02/21	3/19/2021	137380	4,631.05
PAYMENTUS GROUP INC	Payment Processing 02/21	3/19/2021	137380	2,960.83
PETERSON BRUSTAD INC	2020 Upper Mokelumne River Watershed Sanitary Survey Update	3/11/2021	137349	1,434.12
PETERSON BRUSTAD INC	2020 Upper Mokelumne River Watershed Sanitary Survey Update	3/11/2021	137349	530.43
POTRERO HILLS LANDFILL	Bio-Solids Disposal - AWWTP	3/8/2021	137305	307.76
POTRERO HILLS LANDFILL	Bio-Solids Disposal - AWWTP	3/11/2021	137350	276.57
POTRERO HILLS LANDFILL	Bio-Solids Disposal - DF VCTO	3/8/2021	137305	311.40
POTRERO HILLS LANDFILL	Bio-Solids Disposal - LCWWTP	3/8/2021	137305	316.89
POTRERO HILLS LANDFILL	Bio-Solids Disposal - LCWWTP	3/8/2021	137305	265.23
POTRERO HILLS LANDFILL	Bio-Solids Disposal - LCWWTP	3/8/2021	137305	306.50
POWERPLAN PAPE KENWORTH	Axle Gaskets, Oil - V 128B	3/11/2021	137348	225.81
POWERPLAN PAPE KENWORTH	Credit Coolant Sensor - V 128	3/11/2021	137348	(195.38)
POWERPLAN PAPE KENWORTH	Fuel Solenoid - CC G 23	3/11/2021	137348	131.28
QUADIENT FINANCE INC	Postage 02/21 - OP HQ	3/31/2021	ACH	171.51
QUADIENT FINANCE INC	Postage 02/21 - OP HQ	3/31/2021	ACH	96.47
RICHARDSON & COMPANY	FY 2019-20 Audit Services	3/8/2021	137306	8,935.25
RICHARDSON & COMPANY	FY 2019-20 Audit Services	3/8/2021	137306	16,359.75
RIGHETTI ENTERPRISES INC RAY L. RIGHETTI	Governor Controller - EP G 41	3/11/2021	137351	1,297.64
ROGER FORRESTER	UB Refund: 904 Laurel Ln	3/25/2021	137409	3.96
ROGER FORRESTER	UB Refund: 904 Laurel Ln	3/25/2021	137409	4.76
ROLF/LYNN WIETELMANN-OWNES	UB Refund: 5145 Meko Dr	3/25/2021	137436	116.79
SAFE T LITE	Safety Post - AMR/AMI Project	3/19/2021	137381	255.28

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SAM BERRI TOWING	Tow Service - V612	3/8/2021	137307	156.80
SAM BERRI TOWING	Tow Service - V612	3/8/2021	137307	88.20
SARAH CHAUMETTE	UB Refund: 796 Ponderosa Way	3/25/2021	137403	111.07
SENDERS MARKET INC	Blades - V612	3/25/2021	137426	19.30
SENDERS MARKET INC	Air Hose, Plug, Keys - SA Shop	3/25/2021	137426	49.70
SENDERS MARKET INC	Cinder Blocks - Wallace WWTP	3/8/2021	137309	301.28
SENDERS MARKET INC	Concrete Floats, Edger, Trowel - OP HQ	3/8/2021	137309	34.49
SENDERS MARKET INC	Concrete Floats, Edger, Trowel - OP HQ	3/8/2021	137309	12.76
SENDERS MARKET INC	Concrete Mixer, Deposit, Stakes, Tie Wire - OP HQ	3/8/2021	137309	206.79
SENDERS MARKET INC	Concrete Mixer, Deposit, Stakes, Tie Wire - OP HQ	3/8/2021	137309	76.48
SENDERS MARKET INC	Credit Concrete Mixer - OP HQ	3/8/2021	137309	(146.00)
SENDERS MARKET INC	Credit Concrete Mixer - OP HQ	3/8/2021	137309	(54.00)
SENDERS MARKET INC	Distilled Water, Chain - JLWTP	3/25/2021	137426	10.38
SENDERS MARKET INC	Door Chime, Clock, Batteries - OP HQ	3/25/2021	137426	60.46
SENDERS MARKET INC	Fasteners, Bit Set, Hole Saw Kit - Construction Crew	3/25/2021	137426	93.06
SENDERS MARKET INC	Finance Charge	3/25/2021	137426	25.63
SENDERS MARKET INC	Fittings - LC Whse	3/8/2021	137309	44.32
SENDERS MARKET INC	Fuel System Cleaner - V 130	3/25/2021	137426	9.65
SENDERS MARKET INC	Glyphosate - LC Whse	3/25/2021	137426	128.68
SENDERS MARKET INC	Grade Rings, Riser Lid Adapters - Collections Crew	3/8/2021	137309	666.88
SENDERS MARKET INC	Grinder Wheel, Hinges - LCWWTP	3/25/2021	137426	30.47
SENDERS MARKET INC	Hose, Fitting - Meter Readers	3/25/2021	137426	85.07
SENDERS MARKET INC	IT Supplies - power strips, n/w cables	2/24/2021	137309	23.35
SENDERS MARKET INC	IT Supplies - power strips, n/w cables	2/24/2021	137309	8.64
SENDERS MARKET INC	Keys - OP HQ	3/25/2021	137426	32.02
SENDERS MARKET INC	Lumber - FMWWTP	3/8/2021	137309	18.71
SENDERS MARKET INC	Lumber, Bolts - SA Whse	3/8/2021	137309	76.61
SENDERS MARKET INC	Lumber, Chalk Line - Industrial Way Warehouse	3/8/2021	137309	142.80
SENDERS MARKET INC	Lumber, Chalk Line - Industrial Way Warehouse	3/8/2021	137309	80.33
SENDERS MARKET INC	Lumber, Screw Kit - Industrial Way Warehouse	3/8/2021	137309	385.85
SENDERS MARKET INC	Lumber, Screw Kit - Industrial Way Warehouse	3/8/2021	137309	217.04
SENDERS MARKET INC	Pipe Cutters - LC Whse	3/8/2021	137309	28.94
SENDERS MARKET INC	Pipe, Fittings - Collections Crew	3/8/2021	137309	253.63
SENDERS MARKET INC	Pipe, Fittings, Steel Plates - EP LS 3	3/25/2021	137426	235.45
SENDERS MARKET INC	Powerstrip, Ext Cord, Level - District Warehouse	3/8/2021	137309	64.26
SENDERS MARKET INC	Propane Cylinder, Cleaning Supplies - JLWTP	3/25/2021	137426	14.87
SENDERS MARKET INC	Protectant - LC Whse	3/8/2021	137309	7.07
SENDERS MARKET INC	Rubber Boots, Sump Pump, Wire Rope, Spring - LCWWTP	3/25/2021	137426	230.63
SENDERS MARKET INC	Screws - LC Whse	3/8/2021	137309	12.14
SENDERS MARKET INC	Soap - JLTC	3/25/2021	137426	6.10
SENDERS MARKET INC	Spray Paint - Hydrant Maintenance	3/25/2021	137426	417.44
SENDERS MARKET INC	Straps - EP Snow Cat	3/8/2021	137309	34.73
SENDERS MARKET INC	Timer - 3 outlet adaptor - LCWH	2/24/2021	137309	10.56
SENDERS MARKET INC	Timer - 3 outlet adaptor - LCWH	2/24/2021	137309	3.90
SENDERS MARKET INC	Trimmer Blades, Gas Can, Oil - Meter Readers	3/25/2021	137426	62.17
SENDERS MARKET INC	USB Cable, Pipe Cement - LC Whse	3/8/2021	137309	23.13
SENDERS MARKET INC	Wrench Set, Sawzall, Skill Saw, Blades - V612	3/25/2021	137426	663.40
SENDERS MARKET INC	Wrenches, Screwdrivers, Pliers, Flashlight, Tape Measure - V 144	3/25/2021	137426	410.26
SHARA KIRK	UB Refund: 4362 Meadowview Rd	3/25/2021	137417	35.00
SIERRA JANITORIAL SUPPLY	Janitorial Supplies - HQ	3/11/2021	137352	200.43
SIERRA JANITORIAL SUPPLY	Janitorial Supplies - HQ	3/11/2021	137352	74.13
SIGNAL SERVICE	Alarm Services - Purchasing Warehouse	3/19/2021	137383	362.08
SIGNAL SERVICE	Alarm Services - Purchasing Warehouse	3/19/2021	137383	278.09
SIGNAL SERVICE	Alarm Services - Purchasing Warehouse	3/19/2021	137383	203.67
SIGNAL SERVICE	Alarm Services - Purchasing Warehouse	3/19/2021	137383	156.42
SONIC SOLUTIONS ALGAE CONTROL LLC	Ultrasound Algae Control - CCWWTP Ponds 4 & 6	3/19/2021	137385	15,243.00
SONIC SOLUTIONS ALGAE CONTROL LLC	Ultrasound Algae Control - CCWWTP Ponds 4 & 6: USE TAX	3/19/2021	137385	1,085.18
SONIC SOLUTIONS ALGAE CONTROL LLC	Ultrasound Algae Control - CCWWTP Ponds 4 & 6: USE TAX ACCRUAL	3/19/2021	137385	(1,085.18)
SPECIAL PROPERTIES LLC	UB Refund: 3694 Fairway Dr	3/25/2021	137430	142.80
SPECIAL PROPERTIES LLC	UB Refund: 3694 Fairway Dr (bal)	3/25/2021	137430	3.20
STAPLES CREDIT PLAN	Office Supplies - OP HQ	3/8/2021	137311	3,481.19
STAPLES CREDIT PLAN	Office Supplies - OP HQ	3/8/2021	137311	1,287.57
STEPHEN & SARAH BURDON	UB Refund: 1169 Yuroc Dr	3/25/2021	137397	128.57
SWRCB	Waste Water Operatpr - Grade 1 Exam - Hibbard	3/19/2021	137386	120.00
SWRCB	Wastewater Treatment Grade 5 Renewal - J Hampton	3/8/2021	137314	110.00
TIFCO INDUSTRIES	Drill Bits, Flashlights - SA Shop	3/11/2021	137353	493.19
TIFCO INDUSTRIES	Shop Towels, Clips - SA Shop	3/11/2021	137353	203.97
TOM WEAVER	Front Brakes - V 717	3/25/2021	137433	650.54
TONY ARCEO	DWAP Refund-Jess Arceo	3/11/2021	137328	60.00
TREATS GENERAL STORE INC	Extension Cords - OP HQ	3/11/2021	137354	42.25
TREATS GENERAL STORE INC	Extension Cords - OP HQ	3/11/2021	137354	15.62
TREATS GENERAL STORE INC	Hardware - OP HQ	3/11/2021	137354	21.16
TREATS GENERAL STORE INC	Hardware - OP HQ	3/11/2021	137354	7.83
TREATS GENERAL STORE INC	Hardware, Fittings - OP HQ	3/11/2021	137354	20.59
TREATS GENERAL STORE INC	Hardware, Fittings - OP HQ	3/11/2021	137354	7.62
U.S. BANK	ACWA Legislative Symposium - Minkler	3/10/2021	ACH	105.85

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U.S. BANK	ACWA Legislative Symposium - Minkler	3/10/2021	ACH	39.15
U.S. BANK	ACWA Legislative Symposium - Ratterman	3/10/2021	ACH	105.85
U.S. BANK	ACWA Legislative Symposium - Ratterman	3/10/2021	ACH	39.15
U.S. BANK	ACWA Legislative Symposium - Self	3/10/2021	ACH	105.85
U.S. BANK	ACWA Legislative Symposium - Self	3/10/2021	ACH	39.15
U.S. BANK	ACWA Legislative Symposium - Underhill	3/10/2021	ACH	105.85
U.S. BANK	ACWA Legislative Symposium - Underhill	3/10/2021	ACH	39.15
U.S. BANK	ACWA Virtual Conf - Minkler	3/10/2021	ACH	164.25
U.S. BANK	ACWA Virtual Conf - Minkler	3/10/2021	ACH	60.75
U.S. BANK	ACWA Virtual Conf - Ratterman	3/10/2021	ACH	164.25
U.S. BANK	ACWA Virtual Conf - Ratterman	3/10/2021	ACH	60.75
U.S. BANK	ACWA Virtual Conf - Self	3/10/2021	ACH	164.25
U.S. BANK	ACWA Virtual Conf - Self	3/10/2021	ACH	60.75
U.S. BANK	ACWA Virtual Conf - Underhill	3/10/2021	ACH	164.25
U.S. BANK	ACWA Virtual Conf - Underhill	3/10/2021	ACH	60.75
U.S. BANK	Alhambra 27658484914246 Water Cooler JLWTP 02/21	3/10/2021	ACH	45.88
U.S. BANK	Alhambra 27658486819290 Water Cooler LCWWTP 02/21	3/10/2021	ACH	40.98
U.S. BANK	Ameripride 110002009 Uniforms District Wide 02/21	3/10/2021	ACH	1,219.45
U.S. BANK	Ameripride 110002009 Uniforms District Wide 02/21	3/10/2021	ACH	685.94
U.S. BANK	Ameripride 110002012 Uniforms Copper 02/21	3/10/2021	ACH	121.88
U.S. BANK	Ameripride 110002012 Uniforms Copper 02/21	3/10/2021	ACH	68.55
U.S. BANK	Ameripride 110003893 Uniforms SA Shop 02/21	3/10/2021	ACH	281.33
U.S. BANK	Ameripride 110003893 Uniforms SA Shop 02/21	3/10/2021	ACH	158.25
U.S. BANK	AT&T 129469186 LC Internet Service 02/21	3/10/2021	ACH	63.49
U.S. BANK	AT&T 235 841 0690 333 Leased Lines 02/21	3/10/2021	ACH	66.69
U.S. BANK	AT&T 829405287 Sheep Ranch 02/21	3/10/2021	ACH	76.58
U.S. BANK	Boardroom Cables	3/10/2021	ACH	20.35
U.S. BANK	Boardroom Cables	3/10/2021	ACH	7.52
U.S. BANK	Brown and Caldwell	3/10/2021	ACH	146.00
U.S. BANK	Brown and Caldwell	3/10/2021	ACH	54.00
U.S. BANK	CA Water Enviro Assoc - Job Posting	3/10/2021	ACH	211.70
U.S. BANK	CA Water Enviro Assoc - Job Posting	3/10/2021	ACH	78.30
U.S. BANK	Cal.Net Motherlode 25306 Wallace Internet 02/21	3/10/2021	ACH	37.07
U.S. BANK	Cal.Net Motherlode 25306 Wallace Internet 02/21	3/10/2021	ACH	20.85
U.S. BANK	CalTel 10646-01 Copper lines 02/21	3/10/2021	ACH	258.10
U.S. BANK	CalTel 10646-01 Copper lines 02/21	3/10/2021	ACH	787.45
U.S. BANK	CalTel 10646-01 Copper lines 02/21	3/10/2021	ACH	442.94
U.S. BANK	Cal-Waste 05-0004575-0 LCWWTP 02/21	3/10/2021	ACH	139.68
U.S. BANK	Cal-Waste 05-0004576-0 JLWTP 02/21	3/10/2021	ACH	154.32
U.S. BANK	Cal-Waste 05-0006195-0 Wilseyville 02/21	3/10/2021	ACH	76.16
U.S. BANK	Cal-Waste 05-0010766-0 AWWTP 02/21	3/10/2021	ACH	76.16
U.S. BANK	Cal-Waste 05-0015442-0 EP Barn 02/21	3/10/2021	ACH	78.16
U.S. BANK	Cal-Waste 05-0017478-0 Hunters 02/21	3/10/2021	ACH	76.16
U.S. BANK	Cal-Waste 05-0017479-0 DF VCTO 02/21	3/10/2021	ACH	154.32
U.S. BANK	Cal-Waste 05-0017928-0 FMWWTP 02/21	3/10/2021	ACH	76.16
U.S. BANK	Cal-Waste 05-0021870-0 Waste Disposal OP HQ 02/21	3/10/2021	ACH	169.03
U.S. BANK	Cal-Waste 05-0021870-0 Waste Disposal OP HQ 02/21	3/10/2021	ACH	62.52
U.S. BANK	Cal-Waste 05-0022278-0 CCWWTP 02/21	3/10/2021	ACH	154.32
U.S. BANK	Cal-Waste 05-0043516-9 SA Shop 02/21	3/10/2021	ACH	77.84
U.S. BANK	Cal-Waste 05-0043516-9 SA Shop 02/21	3/10/2021	ACH	43.78
U.S. BANK	Cal-Waste 05-0043758-7 White Pines Lake 02/21	3/10/2021	ACH	104.23
U.S. BANK	Cal-Waste 05-0048824-2 SA Warehouse 02/21	3/10/2021	ACH	100.04
U.S. BANK	Cal-Waste 05-0048824-2 SA Warehouse 02/21	3/10/2021	ACH	56.28
U.S. BANK	Chain & Lock - WPWWTP (CHIPS)	3/10/2021	ACH	238.12
U.S. BANK	City of Angels 005422-000 Six Mile Village Sewer Service 02/21	3/10/2021	ACH	3,664.14
U.S. BANK	Comcast 8155 60 064 0293521 2278 Heinemann Rd-JLWTP 02/21	3/10/2021	ACH	109.69
U.S. BANK	Comcast 8155 60 064 0105162 3516 Silver Rapids Rd-Office 02/21	3/10/2021	ACH	108.08
U.S. BANK	Comcast 8155 60 064 0115088 3604 Silver Rapids Rd-JLTC 02/21	3/10/2021	ACH	70.20
U.S. BANK	Comcast 8155 60 064 0115088 3604 Silver Rapids Rd-JLTC 02/21	3/10/2021	ACH	39.49
U.S. BANK	Comcast 8155 60 064 0236066 1901 Holiday Mine Rd-DF/VCTO 02/21	3/10/2021	ACH	114.69
U.S. BANK	Comcast 8155 60 064 0426741 1045 Jeff Tuttle Rd-OP HQ 02/21	3/10/2021	ACH	209.71
U.S. BANK	Comcast 8155 60 064 0426741 1045 Jeff Tuttle Rd-OP HQ 02/21	3/10/2021	ACH	77.56
U.S. BANK	Concrete Dust Mops - Industrial Way Warehouse	3/10/2021	ACH	64.30
U.S. BANK	Cradlepoint Web Access Equipment	3/10/2021	ACH	313.16
U.S. BANK	Cradlepoint Web Access Equipment	3/10/2021	ACH	115.83
U.S. BANK	Drive Belts - Polaris EB Pass	3/10/2021	ACH	533.95
U.S. BANK	Earthlink	3/10/2021	ACH	6.53
U.S. BANK	Earthlink	3/10/2021	ACH	2.42
U.S. BANK	FEB 2021 Cal Card Purchases - J Self 3155	3/10/2021	ACH	1,222.20
U.S. BANK	First Aid Kits - District Use	3/10/2021	ACH	422.40
U.S. BANK	Gear Mixer - JL Pretreatment	3/10/2021	ACH	778.54
U.S. BANK	Hydraulic Pump - T04	3/10/2021	ACH	410.77
U.S. BANK	Label Maker - Copper	3/10/2021	ACH	(14.46)
U.S. BANK	Label Makers - Copper Cove	3/10/2021	ACH	28.10
U.S. BANK	Master & Slave Cylinder, Gaskets - Snow Cat EP	3/10/2021	ACH	784.00
U.S. BANK	Microsoft 365	3/10/2021	ACH	938.28



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U.S. BANK	Microsoft 365	3/10/2021	ACH	347.03
U.S. BANK	Microwave - Copper	3/10/2021	ACH	(96.51)
U.S. BANK	National Mailboxes OP HQ	3/10/2021	ACH	1,110.62
U.S. BANK	National Mailboxes OP HQ	3/10/2021	ACH	410.78
U.S. BANK	Ninja Tables	3/10/2021	ACH	72.27
U.S. BANK	Ninja Tables	3/10/2021	ACH	26.73
U.S. BANK	Notary - Calaveras County Clerk-Recorder	3/10/2021	ACH	17.89
U.S. BANK	Notary - Calaveras County Clerk-Recorder	3/10/2021	ACH	6.61
U.S. BANK	Notary Renewal Package	3/10/2021	ACH	353.65
U.S. BANK	Notary Renewal Package	3/10/2021	ACH	130.81
U.S. BANK	Office Supplies - Amazon	3/10/2021	ACH	46.08
U.S. BANK	Office Supplies - Amazon	3/10/2021	ACH	47.40
U.S. BANK	Office Supplies - Amazon	3/10/2021	ACH	17.04
U.S. BANK	Office Supplies - Amazon	3/10/2021	ACH	17.53
U.S. BANK	Pressure Washer - Industrial Way Warehouse	3/10/2021	ACH	150.14
U.S. BANK	SIM Card	3/10/2021	ACH	3.93
U.S. BANK	SIM Card	3/10/2021	ACH	1.46
U.S. BANK	SSL Certificate	3/10/2021	ACH	153.29
U.S. BANK	SSL Certificate	3/10/2021	ACH	56.70
U.S. BANK	Teams POLLY	3/10/2021	ACH	11.50
U.S. BANK	Thomson West - Monthly Subscription (Water Code)	3/10/2021	ACH	7.83
U.S. BANK	Thomson West - Monthly Subscription (Water Code)	3/10/2021	ACH	2.90
U.S. BANK	UPUD 005202-000 Water DFVCTO 02/21	3/10/2021	ACH	67.00
U.S. BANK	UPUD 005202-001 Water Vallecito 02/21	3/10/2021	ACH	67.00
U.S. BANK	UPUD 005202-002 Water Six Mile Village 02/21	3/10/2021	ACH	67.00
U.S. BANK	USPS Charges - Assessment District Refunding	3/10/2021	ACH	7.91
U.S. BANK	USPS Charges - Assessment District Refunding	3/10/2021	ACH	18.45
U.S. BANK	Verizon 642064068-00001 Cell Phone Service 02/21	3/10/2021	ACH	2,641.18
U.S. BANK	Verizon 642064068-00001 Cell Phone Service 02/21	3/10/2021	ACH	2,033.75
U.S. BANK	Verizon 642064068-00001 Cell Phone Service 02/21	3/10/2021	ACH	752.21
U.S. BANK	Verizon 642064068-00001 Cell Phone Service 02/21	3/10/2021	ACH	976.88
U.S. BANK	Virtual Workshop - Policy and Procedure Writing	3/10/2021	ACH	127.75
U.S. BANK	Virtual Workshop - Policy and Procedure Writing	3/10/2021	ACH	47.25
U.S. BANK	Volcano Telephone 209-293-1357 Phone WPWTP 02/21	3/10/2021	ACH	54.73
U.S. BANK	Volcano Telephone 209-293-1433 Phone WPWTP 02/21	3/10/2021	ACH	166.09
U.S. BANK	Volcano Telephone 209-293-4139 FAX WPWTP 02/21	3/10/2021	ACH	54.73
U.S. BANK	Volcano Telephone 209-293-7191 SCADA/Phone WPWTP 02/21	3/10/2021	ACH	291.45
U.S. BANK	Water Dist System O&M - Davis & Edens	3/10/2021	ACH	315.05
U.S. BANK	Water Treatment Plant Op - Zanardi	3/10/2021	ACH	162.53
U.S. BANK	Webcam Boardroom	3/10/2021	ACH	83.16
U.S. BANK	Webcam Boardroom	3/10/2021	ACH	30.76
U.S. BANK	Wet Well SpiroFilters - Collections Crew	3/10/2021	ACH	85.04
U.S. BANK	Wiper Fluid	3/10/2021	ACH	2.50
U.S. BANK	Wiper Fluid	3/10/2021	ACH	0.92
U.S. BANK	Writing with Purpose - Crank	3/10/2021	ACH	235.00
UNITED PARCEL SERVICE	Shipping Week: 01/30	3/19/2021	137388	45.90
UNITED PARCEL SERVICE	Shipping Week: 01/30	3/19/2021	137388	16.97
UNITED PARCEL SERVICE	Shipping Week: 02/06	3/19/2021	137388	22.63
UNITED PARCEL SERVICE	Shipping Week: 02/06	3/19/2021	137388	8.37
UNITED PARCEL SERVICE	Shipping Week: 02/13	3/19/2021	137388	22.63
UNITED PARCEL SERVICE	Shipping Week: 02/13	3/19/2021	137388	8.37
UNITED PARCEL SERVICE	Shipping Week: 02/20	3/19/2021	137388	22.63
UNITED PARCEL SERVICE	Shipping Week: 02/20	3/19/2021	137388	8.37
UNITED PARCEL SERVICE	Shipping Week: 02/27	3/19/2021	137388	31.96
UNITED PARCEL SERVICE	Shipping Week: 02/27	3/19/2021	137388	11.82
UNITED PARCEL SERVICE	Shipping Week: 03/06	3/19/2021	137388	22.63
UNITED PARCEL SERVICE	Shipping Week: 03/06	3/19/2021	137388	8.37
UNITED RENTALS NORTHWEST, INC	Rammer Foot - LC Whse	3/8/2021	137315	244.17
UNITED RENTALS NORTHWEST, INC	Rammer Foot - LC Whse	3/8/2021	137315	137.34
USA BLUE BOOK	Cable - LC Whse	3/11/2021	137355	133.26
USA BLUE BOOK	Credit Pump - FMWWTP	3/8/2021	137316	(995.85)
USA BLUE BOOK	Fittings - CCWWTP	3/25/2021	137432	69.29
USA BLUE BOOK	Fittings, Valves, Tubing - SRWTP	3/11/2021	137355	371.77
USA BLUE BOOK	Gaskets - DF VCTO	3/25/2021	137432	100.78
USA BLUE BOOK	Mixing Blade - JLWTP	3/25/2021	137432	108.90
USA BLUE BOOK	Probe - CCWWTP	3/8/2021	137316	821.31
USA BLUE BOOK	Pump Rebuild Kit - SRWTP	3/11/2021	137355	500.12
USA BLUE BOOK	Reagent Sets, Caps, Amplue Kit - CCWTP	3/8/2021	137316	1,054.99
USA BLUE BOOK	Reagents - SRWTP	3/11/2021	137355	243.95
USA BLUE BOOK	Reagents, Buffers, Ascorbic Acid - JLWTP	3/25/2021	137432	576.46
USA BLUE BOOK	Sample Vial - CCWTP	3/25/2021	137432	40.85
USA BLUE BOOK	Socket Flanges - FMWWTP	3/25/2021	137432	20.79
USA BLUE BOOK	Solenoid Valves - SRWTP	3/11/2021	137355	328.25
USA BLUE BOOK	Tubing - SRWTP	3/11/2021	137355	5.51
USDA RURAL DEVELOPMENT	Reach 3A Loan Payment	3/18/2021	ACH	27,508.50
VALIC	Deferred Comp Disb 02/28/21 Payroll	3/2/2021	ACH	1,229.61

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VALIC	Deferred Comp Disb 02/28/21 Payroll	3/2/2021	ACH	454.79
VALIC	Deferred Comp Disb 03/15/21 Payroll	3/24/2021	ACH	1,684.40
VALLEY SPRINGS NEWS	JL Filter Rehab Project - Legal Notices	3/8/2021	137317	469.20
VOYA FINANCIAL	Deferred Comp Disb 02/28/21 Payroll	3/2/2021	ACH	2,618.66
VOYA FINANCIAL	Deferred Comp Disb 02/28/21 Payroll	3/2/2021	ACH	968.54
VOYA FINANCIAL	Deferred Comp Disb 03/15/21 Payroll	3/24/2021	ACH	3,117.20
WECO INDUSTRIES	Gap Vax Hydro-Excavating Pump Package - V736	3/8/2021	137319	40,368.15
WECO INDUSTRIES	Valve - Hydro Trailer	3/11/2021	137356	151.31
WEST POINT LUMBER INC	Antifreeze - SA Shop	3/25/2021	137434	51.45
WEX BANK	Fuel 02/21	3/31/2021	ACH	8,481.50
WEX BANK	Fuel 02/21	3/31/2021	ACH	4,770.84
WHOLESALE SEPTIC SUPPLIES LLC	Septic Pumps - Collections Crew	3/8/2021	137320	2,550.00
WIENHOFF DRUG TESTING	Online Employee Training	3/25/2021	137435	12.80
WIENHOFF DRUG TESTING	Online Employee Training	3/25/2021	137435	7.20
WOODARD & CURRAN INC	2020 Urban Water Management Plan Update Services, Not to Exceed	3/11/2021	137357	22,793.50
XYLEM WATER SOLUTIONS USA, INC	UV Parts - FMWWTP	3/11/2021	137358	(394.76)
XYLEM WATER SOLUTIONS USA, INC	UV Parts - FMWWTP	3/11/2021	137358	(143.99)
XYLEM WATER SOLUTIONS USA, INC	UV Parts - FMWWTP	3/11/2021	137358	2,154.99
XYLEM WATER SOLUTIONS USA, INC	UV Parts - FMWWTP	3/11/2021	137358	5,853.78
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	21.43
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	9.15
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	8.54
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	27.87
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	24.65
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	7.70
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	19.92
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	11.99
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	31.03
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	1.00
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	34.31
YOUNG'S COPPER ACE HARDWARE	Cleaning Supplies, Fittings, Batteries, Pipe Thread - CC	3/11/2021	137359	5.98
ZACHARY BURKE	Reimbursement: DMV Class A	3/25/2021	137399	150.00
<b>VOID AP CHECKS</b>				<b>(353.62)</b>
<b>TOTAL VENDOR PAYMENTS</b>				<b>1,092,676.74</b>

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CALAVERAS COUNTY WATER DISTRICT**

**RATIFYING CLAIM SUMMARY NO. 589**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT has reviewed and considered Claim Summary Number 589 at the Regular Meeting held on April 14, 2021; and

**WHEREAS**, Board Members have resolved questions, issues, or concerns by consultation with District staff during said meeting.

**NOW, THEREFORE, BE IT RESOLVED** that the CALAVERAS COUNTY WATER DISTRICT Board of Directors hereby ratifies Claim Summary Number 589 in the amount of \$1,581,227.54 for the month of March 2020.

**PASSED AND ADOPTED** this 14th day of April 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Jeff Davidson, President  
Board of Directors

ATTEST:

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Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: April 14, 2021

TO: Board of Directors of Calaveras County Water District  
Michael Minkler, General Manager

FROM: Charles Palmer, District Engineer

SUBJECT: Award of Design Services for the West Point Water Supply Reliability Project, CIP 11106

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## RECOMMENDED ACTION:

Motion: \_\_\_\_\_ / \_\_\_\_\_ to adopt Resolution No. 2021-\_\_\_\_ accepting the proposal and authorizing the General Manager to enter into a Professional Services Agreement (PSA) with Peterson, Brustad, Inc. in a contract amount of \$465,409 for design, engineering and other professional services related to the West Point Water Supply Reliability Project, CIP 11106.

## SUMMARY:

The District has identified as a critical need for water supply reliability to construct a second water treatment filter serving the community of West Point, CA, for which a Proposition 1, Round 1 MAC Region IRWM grant administered by DWR and UMRWA was obtained in the amount of \$527,287 to partly fund this project, and

Staff issued a Request for Proposals (RFP) on February 19, 2021 for engineering and design services and conducting a job walk of the project area with prospective consulting firms interested in submitting proposals. As tabulated below, the District received six (6) proposals as of the due date of March 22, 2021.

Staff Ranking of Proposal	Consultant and Office Location	Proposal Fee
1	Peterson, Brustad, Inc. / Folsom	\$465,409
2	Woodard & Curran / San Francisco	\$419,329
-	KASL Consulting Engineers / Citrus Heights	\$334,945
-	Blackwater Consulting Engineers, Inc. / Modesto	\$322,994
-	Sandis Civil Engineers / Oakland	\$265,690
3	Domenichelli and Associates, Inc. / El Dorado Hills	\$196,895

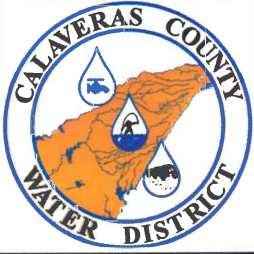
The District Engineer and other staff reviewed and ranked all proposals considering qualifications and experience, team organization, scope of work, cost effectiveness, schedule and other criteria. Staff finds that Peterson, Brustad, Inc. is highly responsive to the District, has both strong technical competencies and active project management skills to help keep the design effort on track. The recommendation to the Board is to award a project design contract to Peterson, Brustad, Inc.. according to the submitted proposal and authorize the General Manager to enter into a professional services agreement with Peterson, Brustad, Inc. in the amount of \$465,409 for engineering and design services for the West Point Water Supply Reliability Project, CIP 11106.

#### **FINANCIAL CONSIDERATIONS:**

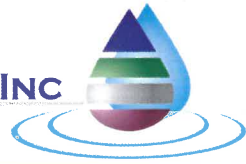
The total project cost is estimated to be \$2.2 million. The District has obligated \$500,000 in funding for the FY 2020-21 CIP budget, which is sufficient to cover the cost of this design contract. In the FY 2021-22 CIP budget, the District will need to obligate the balance of funds (from West Point Water Expansion and Capital R&R funds) to supplement available grant funds to pay for final implementation including purchase of the filter equipment and construction.

*Attachments:*

- 1) *Resolution 2021-\_\_-Approving Design Contract for the West Point Water Supply Reliability Project, CIP 11106*
- 2) *Peterson, Brustad, Inc. Proposal and Fee Schedule, March 22, 2021*

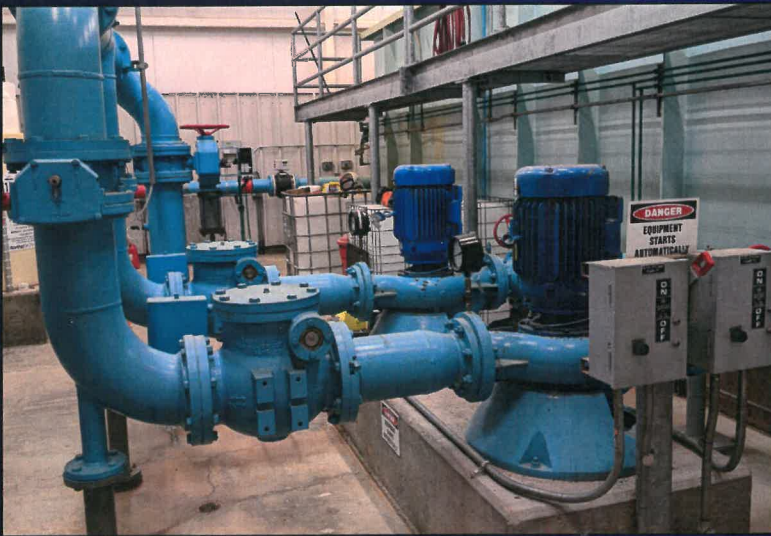


**PETERSON . BRUSTAD . INC**  
ENGINEERING . CONSULTING



# Calaveras County Water District

## Request for Proposal for: West Point Water Supply Reliability Project



Karl Brustad, P.E.—Principal/President  
80 Blue Ravine Road, Suite 280  
Folsom, CA 95630  
916-608-2212 ext. 113

**March 22, 2021**



March 22, 2021

Mr. Damon Wyckoff  
Calaveras County Water District  
120 Toma Court  
San Andreas, CA 95249  
Transmitted via email: [damonw@ccwd.org](mailto:damonw@ccwd.org)/[katej@ccwd.org](mailto:katej@ccwd.org)

**Subject: Proposal for West Point Water Supply Reliability Project**

Dear Damon,

We are pleased to submit to you our proposal to provide engineering services for the West Point Water Supply Reliability Project. **We are excited about the opportunity to continue working with Calaveras County Water District (District) on this specific project and see this as a perfect fit for Peterson Brustad Inc. (PBI).**

**As a *distinguishing factor* of our team, we have visited the project site, spoken with District staff and developed an in depth understanding of the project challenges.** The key issues identified include sizing and siting equipment, system hydraulics, construction phasing, compatibility with existing facilities, prepurchase of equipment, and cost effectiveness. **We have done our homework and understand that addressing these key issues is critical to the project's success.**

We are proposing Karl Brustad, PE, MBA as the project manager, Dave Murbach, PE as the senior engineer, and Jacob Rowe as the staff engineer for this project. This is the same team that recently completed the District's Jenny Lind Pretreatment Project. These key staff members may be supported by any of our qualified employees that include 20 full-time and part-time staff members. This staff mix includes eight professional engineers.

Peterson Brustad Inc. has reviewed Calaveras County Water District's Standard Agreement and agrees to abide by the terms and conditions presented therein. PBI's insurance coverage meets or exceeds the District's insurance requirements. If you have any questions or desire any additional information, please do not hesitate to contact me at (916) 608-2212 ext. 113.

Sincerely,

Karl Brustad, PE, MBA  
Peterson, Brustad, Inc.  
Principal  
[kbrustad@pbieng.com](mailto:kbrustad@pbieng.com)

80 Blue Ravine Rd, Suite 280, Folsom, CA 95630  
916-608-2212  
[www.pbiengineering.com](http://www.pbiengineering.com)

## INTRODUCTION

Peterson Brustad Inc. (PBI) has over 15 years of extensive experience conducting alternatives analysis and preparing designs for potable water systems. PBI has supported numerous clients with the planning, design, and commissioning of water treatment plants. Our staff of highly qualified professionals have the necessary technical knowledge and hands-on experience required to successfully support the Calaveras County Water District (District) with this critical project to provide safe and reliable drinking water for the community of West Point. Four of our staff members are licensed water treatment plant operators with valuable field experience that provides our team with a strong understanding of a water system’s day-to-day operations. This field and operations experience, coupled with our vast experience in the alternative analysis, planning and design of water system projects, will enable us to determine the best short- and long-term solutions for the District.

This proposal presents why PBI is the best team to support the District’s Water Supply Reliability Project. PBI has a successful history of providing similar services associated with performing alternatives analysis and designing water treatment facilities, including: 13 groundwater supply wells for California American Water Company, Placer County Water Agency’s consolidation of Dutch Flat Mutual Water District, Yuba County Gold Village groundwater supply and storage project (Drought Resiliency Project), 2 WTPs for Amador Water Agency, 4 WTPs for Placer County Water Agency and 1 WTP for Georgetown Divide Public Utility District. Our firms project experience and past dedication to the District provides the foundation needed to allow staff and management to trust that this project will be a success. We have a highly-qualified project team, superior project management, a clear understanding of the project needs, an aggressive project schedule, and proven experience with numerous similar projects as shown in the table below.

### PBI Has Extensive Water Treatment Plant Experience

Project	Client	Water Treatment Plant	Existing WTP Upgrade	Project	Client	Water Treatment Plant	Existing WTP Upgrade
Reservoir A Water Treatment Plant	El Dorado Irrigation District	•	•	Larkfield WTP	California American Water	•	•
Auburn Lake Trails Feasibility Study	Georgetown Divide Public Utility District	•	•	Parkside WTP		•	•
Foothill WTP Filter Rebuild	Placer County Water Agency	•	•	Countryside WTP		•	•
Alta WTP		•	•	Parkway WTP		•	•
Bowman WTP		•	•	Oakberry WTP		•	•
Applegate WTP		•	•	Ione WTP	Amador Water Agency	•	•
Colfax WTP	•	•	Tanner WTP	•		•	
Monte Vista WTP	•	•	Buckhorn WTP	•		•	
Regional Surface Water Supply Project	Turlock Irrigation District	•		Jenny Lind WTP	Calaveras County Water District	•	•
Firm Water Supply Project	Chicken Ranch Rancheria	•		Hunters WTP		•	
Yuba City WTP	Yuba City	•	•	West Point WTP		•	
West Complex WTP Feasibility Study	Port of Stockton	•		Copper Cove WTP		•	

PBI has been supporting Calaveras County Water District (District) projects since our inception. The Jenny Lind WTP was our first water treatment plant design project in 2005 and we have continued to support



District projects since then including: Jenny Lind Water Treatment Plant Pretreatment, Jenny Lind Highway 26 water main, Ebbetts Pass Water Master Plan and Rate Study, Jenny Lind Water Master Plan and Rate Study, On-call Plan Checking services, On-call hydraulic modeling support, and three water treatment plant operations plans.

We have supplemented our team with specialty subconsultants that we have worked together with on multiple projects including several with the District. We have included ATEEM to provide electrical design services, CYS Structural Engineers Inc. to provide structural design services, Condor to provide geotechnical investigation, and Nordahl Land Surveying to provide survey.



Since the company was founded, ATEEM has specialized in planning, design and implementation of water and wastewater electrical power distribution, instrumentation and SCADA control system projects. In their thirty-two years, ATEEM has worked on more than 1,800 projects. This includes providing design and construction services for sewer lift stations, tank sites, booster pump stations, water wells, filters for wells, water treatment plants, wastewater treatment plants, SCADA systems (design, implementation and troubleshooting), and pressure reducing stations. With their trained electricians and professional engineers, they also provide electrical structure evaluations, radio path survey verification, OSHA training and SCADA/PLC programming and training.

ATEEM provided the electrical design for the Jenny Lind WTP Expansion and Raw Water Pump Station Electrical Building projects and most recently teamed with PBI and provided electrical design services for the Jenny Lind WTP Pretreatment Design project. ATEEM also supports the District's SCADA system.

CYS Structural Engineers has provided structural design, investigation of existing structures, seismic analysis and retrofits, plan checking and peer review to the public and private sector for over 51 years. They have earned a reputation for designing projects that are coordinated and economical to build, resulting in few construction cost and time adjustments, thus meeting the owner's occupancy goals. Most recently, CYS Structural Engineers was part of the PBI team, providing structural design services for the Jenny Lind Water Treatment Plant Pretreatment Design.



Condor Earth is a diversified, multidisciplinary organization providing a variety of earth and environmental Sciences, geotechnical engineering, construction materials testing, and specialty inspection services. Condor Earth as worked with the District on a number of past projects including the Districts groundwater management programs and their recent leach field evaluation at the Arnold sewer treatment plant. Condor and PBI have teamed on numerous past projects and have a proven record of success.

Nordahl Land Surveying will provide topographic survey to be used as the basemap for project design. Lee has worked with the District on many past projects, including the District's Ebbetts Pass Reach 1 Pipeline Replacement Project.

We strongly believe that the team we've assembled is the best possible team for the District's West Point Water Supply Reliability Project.

## Firm History and Background

PBI was founded in September 2005 to provide engineering consulting services for the water industry. We develop innovative and cost-effective solutions for our clients' water resources, drinking water, wastewater, and recycled water projects. Our last active founding principal, Karl Brustad, has more than 25 years of experience in the water industry, and is actively involved in project delivery. He ensures our clients receive expert attention, high quality products, and outstanding client service. Karl has worked extensively with District staff over the years and is committed to supporting the District on current and future project.



PBI is a small and specialized engineering firm. We only design, manage and support water related projects. This focus allows us to support both large and small projects. In addition, our water focus ensures our clients receive quality design services at the utmost efficiency.

**Karl Brustad, founding principal of PBI**

PBI's founding Principals come from large consulting firms where they found themselves spending more time with corporate issues and less time with clients and projects. PBI's principals founded the firm with the objective of returning their focus to clients and projects.

Karl is supported by a team of highly competent and qualified professionals that are focused on supporting water related projects. Our team includes over 20 full-time and part-time employees, which includes an efficient distribution of staff experience from Principal to Staff Engineers. Every one of our professionals is an outstanding performer, capable of leading complex tasks and delivering high value service.

The success of our firm is based on the quality of our people. Our engineers have superior technical competence, strong leadership skills, and an obsession for quality.

## PROJECT UNDERSTANDING

PBI understands that the District owns and operates the West Point Water System which serves the small, rural community of approximately 600 connections in West Point, CA. The West Point water treatment plant is supplied by one of two existing diversions from Bear Creek and the Middle Fork of the Mokelumne River. Raw water is treated at the West Point Water Treatment Plant (WTP) by a single train Microfloc/Trident clarifier-filter unit that was originally manufactured in 1994 and installed in 2001. The Trident unit has fully replaced the original prefiltration/ pressure filter facilities and is the District's only usable means of providing treatment at this time. Since the community water supply is entirely dependent upon the continued daily operation of this single treatment unit, it is at risk in the event of a mechanical failure. Also, there is no means of taking the existing treatment unit offline for an extended shutdown to perform long term maintenance tasks. The District must equip the existing facility with a new parallel treatment system to provide reliability and redundancy.

The lack of redundancy presents a unique set of challenges that must be considered to allow the District to continue providing a reliable drinking water supply to the West Point community during construction. To be successful, the project must include a complete set of installation instructions and restrictions that consider the continued operation of pumps, controls, chemical feed systems, and instrumentation with minimal outage requirements. This means scheduling shutdowns during periods

of low demand and providing temporary facilities to keep the plant online to eliminate the need for extended outages.

We understand that the original installation was funded by a State Safe Drinking Water loan and that the current improvements will be funded by a combination of Proposition 1 funding, the Water Capital R&R Fund, and the West Point Water Expansion Fund. We are intimately familiar with the monetary challenges of operating and maintaining water systems in small disadvantaged communities and we recognize that it is critical to the District that this project maximize the use of the available grant funding.

The project also presents the opportunity for the District’s operations and engineering staff to consider supplemental improvements to the existing water treatment facilities if funding permits. We are aware that the plant’s SCADA system has not been upgraded and that the existing Trident/Microfloc unit has not been rehabilitated since the original construction of the current facilities in 2001. This project presents a cost effective opportunity for the District to consider upgrading the existing SCADA system to utilize Ignition software and rehabilitating the existing Trident/Microfloc unit.

With the design of the second treatment unit, we understand that the project is to include all necessary site work, demolition, modifications to the existing metal building and/or other structures, construction of associated piping, valves, pumps, tanks, chemical systems, SCADA, electrical and instrumentation.

## PROJECT GOALS AND KEY ISSUES

PBI’s approach to this project will be to initiate the project with a preliminary design phase. This phase will identify the District’s desires and concerns relative to this project. This phase will include a kick-off meeting, draft preliminary design report (PDR), PDR review meeting, and final design report. The kick-off meeting with District staff will focus on discussing District goals, objectives, project schedule, list of information needed and identifying District/PBI staff roles.

We understand the District’s goals of the project to be:

- Provide redundant treatment capacity
- Keep the existing plant in service during the expansion to the maximum extent possible
- Provide cost effective design and limit costs to the District exceeding available grant funding

We have identified key issues associated with fulfilling project goals through discussions with District staff and by reviewing facility as-builts, the facility operations plan and the 2018 Water Master Plan. Table 1 presents a summary of key project issues and PBI’s proposed approach to address each issue. A detailed discussion of each issue is presented after Table 1.

**Table 1 – Key Project Issues and PBI’s Proposed Approach**

Issue	PBI’s Approach	Comments
Equivalent Technology Treatment Process	<ul style="list-style-type: none"> <li>▪ Evaluate alternative treatment processes that are considered equivalent technologies to the existing contact clarification-filtration system</li> </ul>	Title 22 disinfection requirements differ between treatment technologies, a system with lesser vicus/Giardia removals would require changes to disinfection procedures

Issue	PBI's Approach	Comments
Performance Uncertainty	<ul style="list-style-type: none"> <li>▪ Perform bench scale testing if recommended alternative differs from the existing Microfloc/Trident Unit</li> </ul>	Bench scale testing will allow comparison of turbidity, organic carbon and manganese removal; results will also help define performance guarantee for the selected pretreatment process
Operational Procedures to Switch Between Systems	<ul style="list-style-type: none"> <li>▪ Provide automatic controls to allow operators to seamlessly switch treatment processes via SCADA</li> </ul>	The design will eliminate any manual controls and allow operators to seamlessly transition between treatment systems
Hydraulic Impacts	<ul style="list-style-type: none"> <li>▪ Consider impacts to raw water hydraulics, effluent booster pumps, solids handling facilities</li> </ul>	The predesign effort will identify any necessary upgrades or redundancies required by influent and effluent hydraulic systems
Limited Space Available on WTP Site for Treatment Equipment	<ul style="list-style-type: none"> <li>▪ Evaluate two potential locations for placing the Treatment equipment</li> <li>▪ Consider existing pipe routing, impact to existing operations, available space and site improvement costs</li> </ul>	This evaluation process will allow for input from District operations, maintenance and engineering staff to select the best location for the new treatment equipment
Sizing of Treatment Equipment	<ul style="list-style-type: none"> <li>▪ Consider current and future demands of the West Point service area.</li> <li>▪ Identify added demand of future CHIPS biochar facility and other developments identified by the District</li> </ul>	Identify if additional facilities are required to service planned developments to maximize use of grant funds
Compatibility with Solids Handling Facilities	<ul style="list-style-type: none"> <li>▪ Determine if additional improvements are required to allow the existing solids handling facilities to process waste streams from the recommended treatment system</li> </ul>	This will assure that the alternatives are evaluated not only for their ability to provide treatment, but also for their impact on the existing WTP facilities
Constructability and Impacts to Existing Operations	<ul style="list-style-type: none"> <li>▪ Develop construction sequencing plan, identify temporary facilities, and limit allowances for shutdowns.</li> </ul>	This will assure construction of new facilities does not inhibit operations from meeting system demands
Update SCADA Software with Ignition System	<ul style="list-style-type: none"> <li>▪ Consider updating SCADA to Ignition software with the addition new programming for new controls</li> </ul>	The project provides a cost effective opportunity for the District to update West Points 20 year old SCADA system
Rehabilitation of Existing Filters	<ul style="list-style-type: none"> <li>▪ Identify cost of including rehabilitation of existing filters and present the option to expand the project scope</li> </ul>	The existing filters we installed in 2001 and have never been rehabbed. the District should consider the option of replacing filter media and recoating the treatment unit once redundant facilities are brought online

The key issues identified present a complex range of issues for consideration in the evaluation of the alternatives. Based on our preliminary evaluation, we've identified that the treatment process and location are the two most critical factors for consideration. The following sections present our initial evaluation of the treatment process selection and the site selection.

## TREATMENT PROCESS SELECTION

PBI will review alternative treatment processes to ensure the most cost effective, constructible and permittable treatment process is selected to provide redundancy to the West Point WTP. PBI has prepared a preliminary review of the following treatment technologies:

- Pressure Filter
- Membrane System
- Microfloc/Trident Unit

Table 3 presents a preliminary review of the advantages and disadvantages associated with each system.

**Table 3 – Pretreatment Process Alternative Advantages and Disadvantages**

Pretreatment Process	Advantages	Disadvantages
Pressure Filter	<ul style="list-style-type: none"> <li>• High solids removal</li> <li>• Can be housed in existing pressure filter building, does not require expansion</li> </ul>	<ul style="list-style-type: none"> <li>• High headloss</li> <li>• Raw Water Pumps at the Middle Fork diversion will need to be evaluated, and may require replacement of the pumps, motors, and/or controls</li> <li>• Unfamiliar process</li> <li>• Provides only 1 log removal credit for viruses, will require re-evaluation of contact time and will reduce usable storage volume<sup>1</sup></li> </ul>
Membrane System	<ul style="list-style-type: none"> <li>• High solids removal</li> <li>• Can be housed in existing pressure filter building, does not require expansion</li> <li>• High virus, giardia, and cryptosporidium removal credit<sup>1</sup></li> <li>• Small footprint</li> </ul>	<ul style="list-style-type: none"> <li>• Fine solids in backwash may not settle</li> <li>• High headloss</li> <li>• Raw Water Pumps at the Middle Fork diversion will need to be evaluated, and may require replacement of the pumps, motors, and/or controls</li> <li>• Unfamiliar process</li> </ul>
Microfloc/ Trident Treatment Unit	<ul style="list-style-type: none"> <li>• Provides identical treatment system</li> <li>• Operations is familiar with the process</li> <li>• Does not impact backwash operations</li> <li>• Does not impact contact time calculations</li> </ul>	<ul style="list-style-type: none"> <li>• Large equipment size – requires expansion of either the pressure filter building or treatment building</li> </ul>

<sup>1</sup> California Surface Water Treatment Rule - Alternative Filtration Technology Summary - CFF/Pressure Filters/Bag and Cartridge Filters. DDW Treatment Committee. June 2018.

Both pressure filter and packaged membrane systems meet the project goals but come with significant disadvantages. The log removal credits for pressure filters are less than the Microfloc/Trident unit which will increase the contact time required for disinfection and reduce the usable storage volume. Membrane treatment systems present significant challenges for recycling backwash waste and generally require special treatment or require the waste to be sent to wastewater facilities. The ultra-fine particles screened by the membrane typically do not settle easily. Bench scale testing will need to be performed to evaluate the compatibility of any membrane system with the existing backwash settling basins. The other significant disadvantage for both systems is the increase in raw water pressure required to feed them. The existing capacity of the Middle Fork Mokelumne River (MFMR) pump station and pipeline is currently limited to 200 gpm and is well below the 500 gpm max day demand<sup>2</sup>. MFMR becomes the District's only water source in the summer when Bear Creek dries or when water quality in Bear Creek deteriorates following storm events. Both pressure filter and membrane system would further increase the District's capacity deficiency at the West Point WTP. For these reasons, both membrane and pressure filters are considered likely infeasible given that cost to include improvements to the MFMR pump station and pipeline are estimated at \$3,500,000 and exceed the available budget for this project by \$1,500,000.

Addition of a second Microfloc/Trident unit is PBI's preliminary recommendation for the redundant treatment process.

We have reviewed WesTech's standard supply package and have identified that the Westech control panel for the new treatment unit should not be included with the project. This will add cost and complexity to the project, as all control wires will need to be replaced. Also, the SCADA system will have to be completely rewritten rather than just replaced, which will also add cost. Currently, all of the Trident water treatment units at CCWD (CCWTP, CC Reclaim, Hunter, JLWTP and WPWTP) have identical programming and it will require very little PLC (and SCADA) programming to add a new treatment unit to the existing program at West Point.

The new Westech PLC and Control Panel will not be able to replace the existing PLC without additional programming to control influent, effluent and chemical processes. If the Westech PLC is added to the plant and the existing PLC is left in place, additional programming would still be necessary to integrate the two PLCs. Our approach is to omit the Westech Control Panel and replace the existing SCADA hardware and software with new Inductive Automation SCADA application and local computer.

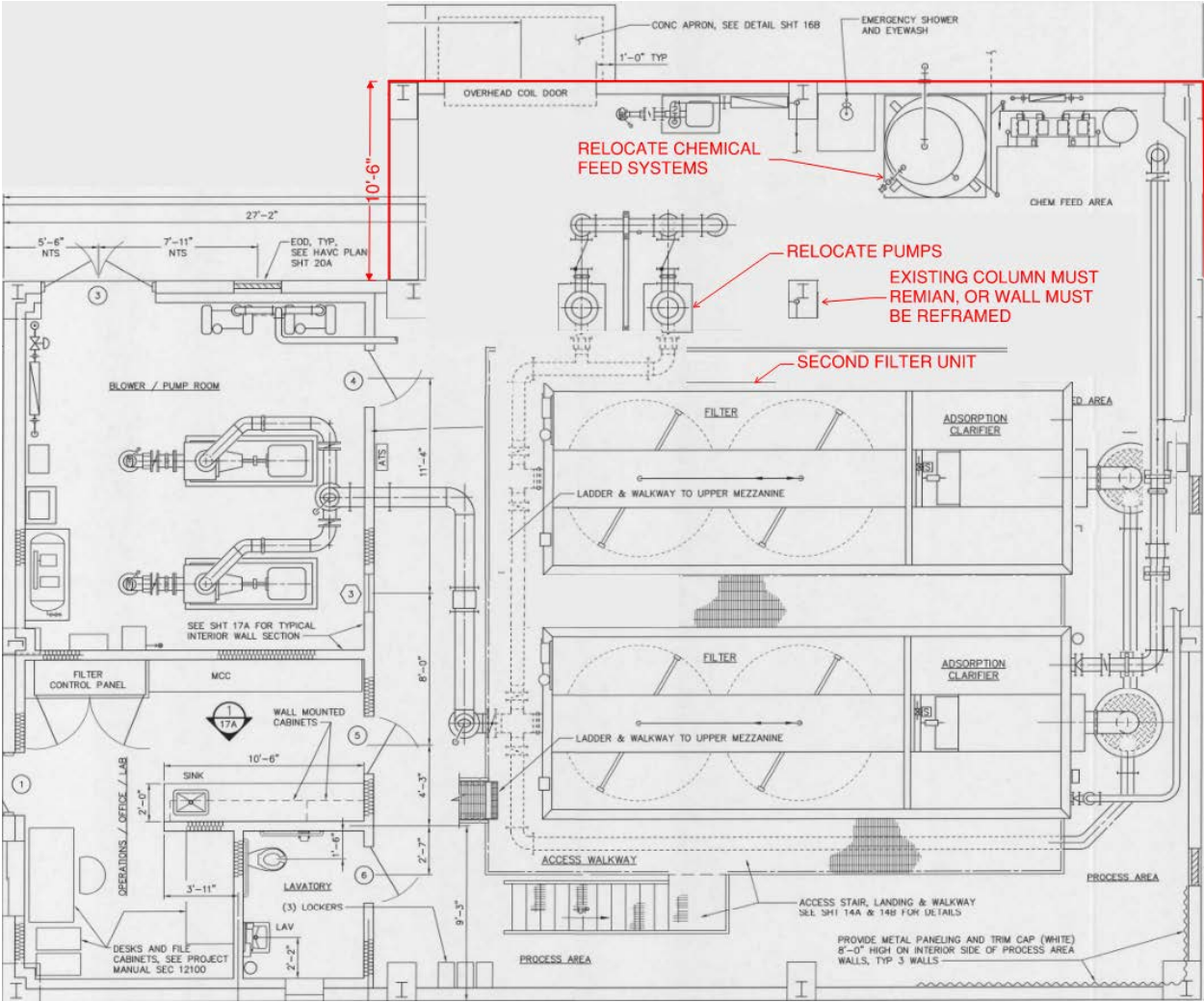
## LOCATION SELECTION

PBI has visited the site and reviewed as-built drawings to identify potential locations for housing the second treatment unit. As District staff have addressed in the RFP, a second treatment unit appears to fit inside the existing building process floor area by relocating the existing filter effluent pumps and relocating existing chemical storage tanks and chemical feed system (see figure A). Alternatively, the existing pressure filter building also could be utilized to house a second treatment unit if expanded to the east (see figure B). These two locations appear to be the only two feasible alternatives given the topography, existing facilities and access requirements. Both alternatives require the abandoned prefilter units and pad to be demolished to allow for building expansion.

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<sup>2</sup> 2018 Supplemental West Point Water System Master Plan. KASL Engineering, Western Hydraulics and ECORP Consulting. November 2018.

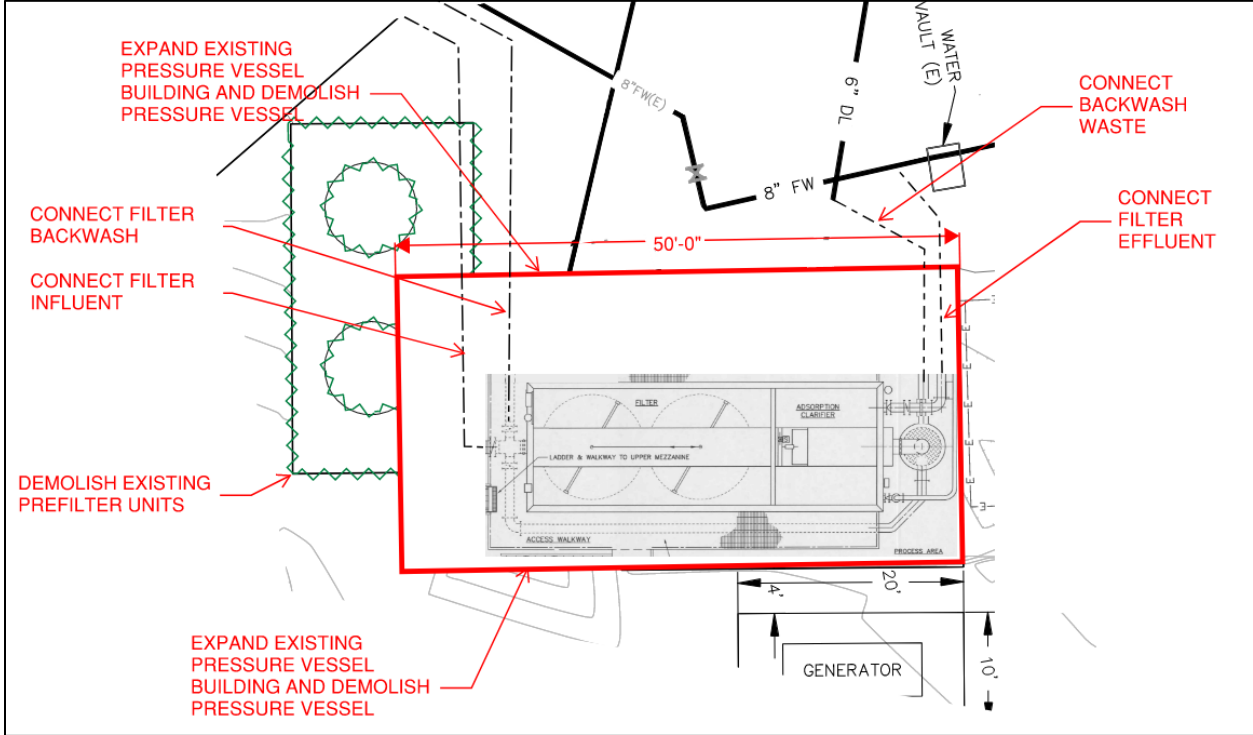
Alternative A presents the ideal location for the filter unit if the facility was entirely rebuilt. It follows classic design principles and locates the second unit adjacent to the first. The challenge with this approach is that the space is currently occupied by facilities critical to the plants operation. The facilities include existing conduit runs for mechanical controls and instrumentation, effluent pumps and chemical feed facilities. A complete set of redundant conduit runs would need to be installed overhead to allow controls and instrumentation to be switched over prior to installation of the filter unit. Similarly, the effluent pumps and chemical feed facilities would need to be moved in series to allow a single unit to remain in operation. Staging and redundancies will have a significant impact on the project’s construction cost and is expected to exceed the cost of Alternative B.



**Figure 1. Alternative A – Expand Existing Treatment Building**

Alternative B proposes to install the redundant treatment unit in the existing pressure filter building. This will require the removal of the abandoned prefilter and pressure vessel units and require the pressure vessel building to be expanded. This alternative will require minor alterations to the raw water pipe facilities and relocation of chlorine and turbidity analyzers. Alteration and relocation of these facilities can be constructed with little impact to the operation of the water treatment plant. Once these facilities have been relocated, construction of the second treatment unit and building

expansion can be constructed without additional impact to the facilities operation. While practical and expected to be a lower cost alternative, an in depth construction cost estimate will need to be prepared to verify the cost of both alternatives to ensure the District is provided the most cost effective recommendation.



**Figure 2. Alternative B – Expand Existing Pressure Filter Building**

Both alternatives will be evaluated in depth in the PDR. The preliminary analysis presented above shall be used to support the alternatives analysis. The alternatives analysis will select the recommended alternative based on a weighted matrix. Table 3 presents the advantages and disadvantages of each location alternative.

**Table 3 – Treatment Location Alternatives Advantages and Disadvantages**

Location Alternative	Advantages	Disadvantages
Alternative A Existing Treatment Building Expansion	<ul style="list-style-type: none"> <li>• Effective use of space</li> <li>• Limited building expansion</li> </ul>	<ul style="list-style-type: none"> <li>• Requires relocation of effluent pumps, chemical feed facilities, and conduit runs</li> <li>• Relocation of facilities required</li> <li>• High construction cost is expected</li> <li>• Complex construction sequencing required to maintain operations of existing treatment facilities</li> </ul>



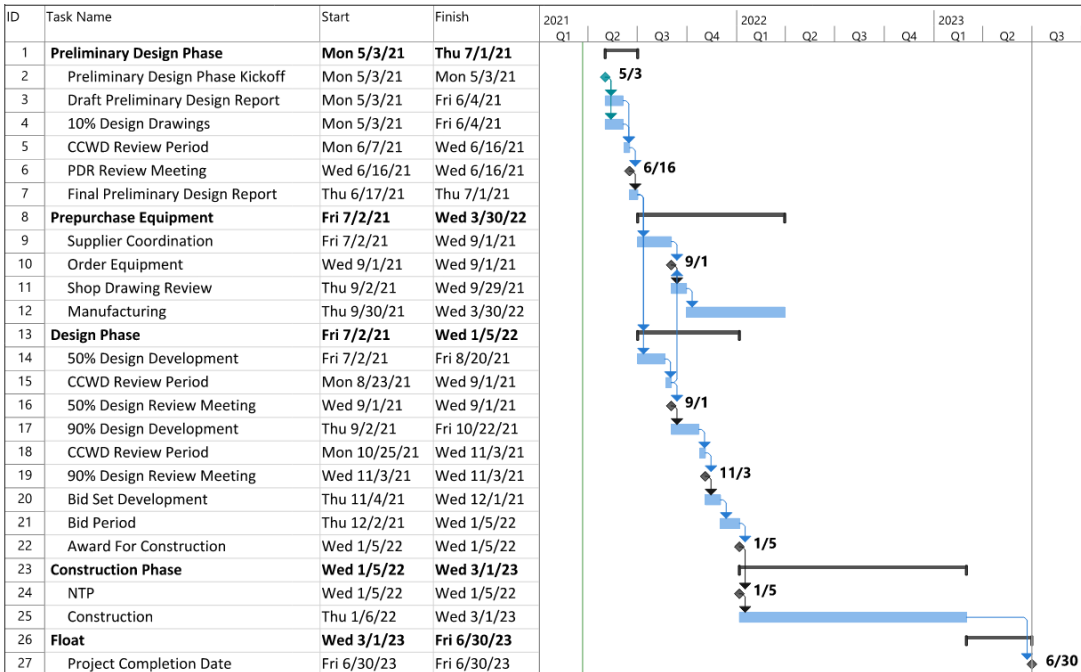
Location Alternative	Advantages	Disadvantages
Alternative B Existing Treatment Building Expansion	<ul style="list-style-type: none"> <li>Limited impact on existing plant operations</li> <li>Maximize use of existing plumbing in pressure filter building</li> <li>Lower construction cost is expected</li> <li>No relocation of existing equipment is required</li> </ul>	<ul style="list-style-type: none"> <li>Less effective use of space</li> </ul>

### PREPURCHASE EQUIPMENT

We understand that the District desires to prepurchase the treatment unit. We have worked with the District to prepurchase equipment for past projects and are prepared to coordinate our design with the supplier. We propose to work with the suppliers beginning with predesign similar to our approach with the Jenny Lind WTP Pretreatment project. We will acquire cost proposals from suppliers during the pre-design effort that include set pricing and escalation clauses to lock in a cost for the equipment, expedite the ultimate construction schedule and ensure a detailed final design package. The final design will be tailored around the prepurchased equipment.

### SCHEDULE

We have developed an aggressive schedule to meet the District’s project completion date of July 1, 2023 with an added four months of float to address any unforeseeable schedule delays. PBI’s team of highly competent and qualified professionals will be fully devoted to successfully completing this critical project on budget and within the project timeframe.



## DETAILED SCOPE OF WORK AND DELIVERABLES

Our scope of work, which was developed based on our experience with similar projects, discussions with the District staff, a review of the request for proposals (RFP) and a review of available information is detailed as follows:

### **Task 1 - Project Management**

This task includes general management of the project from the initial facility tour and data review through facility start-up. Services will include: attend meetings; prepare project schedule, progress reports, presentations; and provide Quality Control of the Project. PBI will provide project management and administrative services, including control of work, monitoring and control of time and expenses on each task, and invoicing. PBI plans to utilize weekly conference calls with District staff to keep the staff informed, the project on schedule, and on budget. Monthly invoices will be accompanied by monthly progress reports that will track budgets by task and provide a narrative description of services performed.

- 1.1 General Project Management** – Includes the management activities required to complete the project on time and within budget, and address the District’s concerns and expectations. PBI will develop and maintain a project schedule in MS Project, maintain regular communication with District staff, and provide the District with monthly progress reports. The monthly progress reports will provide a budget and schedule status in measurable terms.
- 1.2 Quality Assurance/Quality Control** – Institute and maintain a QA/QC program for the work performed on this project. All deliverables will be reviewed by Karl Brustad prior to delivery to the District for review and approval.
- 1.3 Project Meetings** – Meet with District staff to kick-off the project, followed by various reviews meetings throughout the project for District input and recommendations on key project deliverables. The kick-off meeting will be used to obtain District input at the very beginning of the project, introduce the project team, collect background information, discuss staff concerns and issues, and make key decisions.
- 1.4 Monthly Progress Reports and Schedule Updates** – PBI will provide, with the monthly invoice, a progress report and schedule update that includes: progress to date, District action items, team action items, status of deliverables, problems encountered with suggested solutions, budget expenses vs. anticipated and anticipated work for the next month.

**Task 1 Deliverables:** Meeting agendas and minutes (transmitted electronically), monthly invoices and monthly progress reports, updated project schedule as needed

**Task 1 Assumptions:** Up to six (6) meetings - Kick off meeting, Draft PDR Review Meeting, 50% and 90% Design Review Meetings, Pre-bid Meeting, and Pre-construction Meeting.

### **Task 2. Preliminary Design Report:**

PBI will prepare a Preliminary Design Report (PDR) for the project confirming the basis of design and addressing key issues and constraints on the project. We will evaluate options for installing and

locating a second treatment system considering constructability issues and providing a highly cost-effective design approach. At a minimum, PBI will look at two alternatives. Alternative 'A' is to locate the new second treatment system immediately adjacent to the exiting Microfloc/Trident unit in the same building, relocating the filter effluent pumps, relocating chemical systems, and making necessary piping modifications. The second alternative, Alternative 'B', will consider utilizing and expanding the existing pressure filter building. The goal of this Alternatives Analysis is to reach a consensus at the conceptual level design and help District staff in selecting a recommended alternative before proceeding to the next steps in the design. Prior to finalizing the Preliminary Design Report, PBI will conduct a workshop with District staff to review Alternatives 'A' and 'B' and select an alternative for development of 10% Drawings to be included in the Final PDR.

**Deliverables:** *Preliminary Design Report, Alternatives Analysis for Alternatives 'A' and 'B', Preliminary Facility Plans and Construction Cost Estimates for Both Alternatives, Preliminary Design Workshop, and 10% Drawings for the Selected Alternative*

### **Task 3 – Geotechnical Study:**

PBI will review and utilize existing record information and augment with additional survey as needed. We will develop a project survey, limited to the area of anticipated construction activities. In addition, PBI will perform a subsurface investigation and desktop geotechnical report to provide design criteria and recommendation for the design of the foundation and footings for the metal building expansion and filter support slab.

**Deliverables:** *Geotechnical Technical Memorandum and Soil Boring Logs, Project Survey*

**Assumptions:** *Geotechnical Analysis is based on the 2019 CBC. The 2019 CBC requires a site-specific ground motion hazard analysis be performed for sites identified as Class D and S1 values greater than or equal to 0.2g unless structural design exceptions are taken. This project is likely to meet these criteria. Condor is not including this analysis as part of this proposal but can provide it at a later date upon your request.*

### **Task 4. Equipment Pre-Purchase:**

For this task, PBI will prepare a purchase specification and review shop drawings prior to release of the unit for fabrication.

**Deliverables:** *Equipment Prepurchase Specification and Shop Drawing Review Comments and Markups.*

**Assumptions:** *The District will prepurchase the Microfloc/Trident unit*

### **Task 5. Project Drawings:**

PBI will provide civil, mechanical, and structural and electrical design drawings, contract documents and specifications for the project. Our electrical subconsultant, ATEEM, will complete the electrical and instrumentation design for the project and our structure engineer, CYS, will design and specify the metal building expansion and corresponding foundation design.

**Task 5.1 50% Design Submittal** – PBI will prepare the 50% design submittal

**Deliverables:** *50% design drawings, contract documents, and specifications*

**Task 5.2 90% Design Submittal** – PBI will incorporate comments received from the 50% design submittal and prepare the 90% design submittal

**Deliverables:** 90% design drawings, contract documents, and specifications

**Task 5.3 100% Design Submittal** – PBI will incorporate comments received from the 90% design submittal and prepare the 100% design submittal

**Deliverables:** 100% design drawings, contract documents, and specifications

### **Task 6. Project Manual:**

PBI will prepare and edit the project manual which includes the bid documents, contract documents, general conditions, supplementary and special conditions, sequence of work, bid schedule, description of bid items, and all necessary technical specifications.

**Assumptions:** The District project manual will use the District's front end contract documents bid forms

**Task 6.1 50% Project Manual** – PBI will prepare the 50% project manual

**Deliverables:** 50% project manual

**Task 6.2 90% Project Manual** – PBI will incorporate comments received from the 50% project manual and prepare the 90% project manual

**Deliverables:** 90% project manual

**Task 6.3 100% Project Manual** – PBI will incorporate comments received from the 90% project manual and prepare the 100% project manual

**Deliverables:** 100% project manual

### **Task 7. Construction Cost Estimates:**

PBI will provide cost estimates at each step in the design effort so these estimates may be used as a tool to guide design choices and select more economical alternatives.

**Assumptions:** The District desires to have highly cost-effective design solutions and not go over its budget of \$2.0 million on this project

**Task 7.1 50% Construction Cost Estimate** – PBI will prepare the 50% construction cost estimate

**Deliverables:** 50% construction cost estimate

**Task 7.2 90% Construction Cost Estimate** – PBI will incorporate comments received from the 50% construction cost estimate and prepare the 90% construction cost estimate

**Deliverables:** 90% construction cost estimate

**Task 7.3 100% Construction Cost Estimate** – PBI will incorporate comments received from the 90% construction cost estimate and prepare the 100% construction cost estimate

**Deliverables:** 100% construction cost estimate

### **Task 8. Bid Period Services:**

PBI will prepare written responses to answer bidder's requests for information and to make clarifications. During the bid period, PBI will prepare written addenda to address changes and clarifications to the drawings, bid forms, project manual and technical specifications. Lastly, we will review the bids received and make a recommendation for award.

**Deliverables:** Reply to Bidder's RFI's, provide up to two (2) written Addenda, and make Recommendation for Award.

### **Project Assumptions:**

- PBI will attend one (1) Pre-Bid Meeting
- The District will advertise and circulate the bid documents for public bidding of the project for construction

### **Task 9. Engineering Services During Construction:**

After the bid, PBI will prepare a conformed set of drawings and specifications for construction. We will provide engineering support during construction, review shop drawings, answer requests for information, and resolve technical issues. At the direction of District staff, PBI will attend weekly online project meetings and periodically make trips to the project site to investigate and resolve technical problems. Each site visit will be documented by field notes. PBI will prepare as-built drawings at the end of the project. This task also includes materials testing and special inspection (MTSI) services during construction. MTSI services include concrete and soil testing.

**Deliverables:** Conformed Drawings, Written Shop Drawing and Submittal Review Comments, Field Notes, and As-Built, Soil and Concrete Test Reports

### **Project Assumptions:**

- PBI will review up to fifty (50) shop drawings and submittals
- PBI will answer up to thirty (30) RFIs
- PBI will attend up to twenty-four (24) weekly online project meetings/site visits

### **Task 10. SCADA Services (Optional):**

PBI to replace the existing SCADA hardware and software with new Inductive Automation application and local computer. These services include new programming for the second filter unit.

### **Project Assumptions:**

- The project design will not include the standard Westech Control Panel
- The scope of work assumes that the preferred alternative is purchase a redundant Microfloc/Trident treatment unit and locate it within the existing pressure filter building.

**PROJECT TEAM**

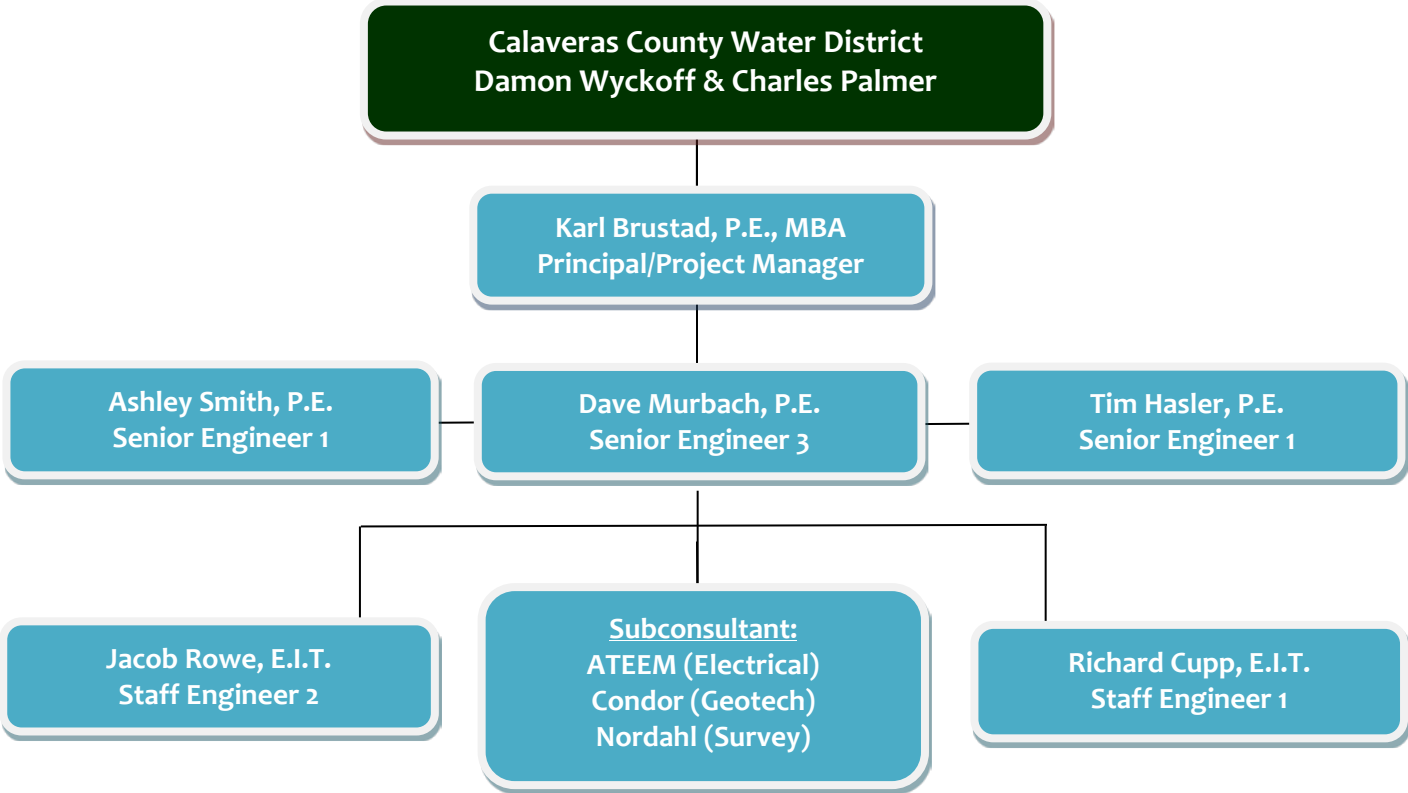
Successful completion of any project requires technical competence and managerial skills in the assigned personnel, development of a thorough scope of work, and understanding of the client’s needs. For this project, PBI has assembled a team that has the knowledge, experience, and dedication to make this project a success.

the District can rest assured that the key-staff identified in this proposal will be the same individuals that will be supporting the project at its completion. At PBI we do not and will not perform the infamous “bait and switch” on any of our projects, which is so commonly experienced by many of our clients. Furthermore, we understand that PBI may not change any of the identified Key Project Team members without the written approval of the District.

Additionally, should any of the following PBI staff members become incapacitated or leave our firm the District can rest assured that the following contingent team members will be put in place to support your project: Dave Murbach – Senior Engineer, Tim Hasler – Senior Engineer, Ashley Smith – Senior Engineer.

The figure below presents our project team organizational chart followed by the relevant experience of our key staff.

**Key Project Team Organizational Chart**





## STAFF QUALIFICATIONS AND EXPERIENCE

### Karl Brustad, P.E. Project Manager/Principal-in-Charge



M.B.A. CSU, Sacramento  
B.S. Civil Engineering, CSU Chico  
Professional Civil Engineer, CA  
CA Grade IV Water Treatment Operator  
**Over 20 Water Treatment Plant Projects**

#### *Technical Specialties*

- ❖ Water treatment planning and design
- ❖ Water/wastewater infrastructure planning, design and operation
- ❖ Construction management
- ❖ Water/wastewater master planning

Our team is being led by Karl Brustad, an experienced, highly qualified project manager that is committed to the project's needs. Karl has over 25 years of experience in the planning, design, and construction of water, wastewater and water resources projects including over 20 water treatment plants and over 65 pipeline projects. Karl has a background that is specialized in the design and management of water facilities. Karl's entire professional career has been centered around water; including over five years working for a water utility. It's this experience that allowed Karl to manage design consultants and learn first-hand the dos and don'ts of consulting. Karl is not only a professional engineer - he has supplemented his engineering background with a master's in business and administration and is a licensed Grade IV water treatment plant operator. Karl will oversee all aspects of the project and will be the District's main point of contact.

- **Tanner Backwash Recycling Project** – AWA - Planning and design of backwash recycling process for the Tanner WTP. Provided planning and advice to design a new process in order to separate and dewater solids from backwash/flush wastewater and return decanted water to the head of the facility within regulatory limits
- **Ione WTP Expansion and BWR Project** - AWA – Design of 2MGD expansion of packaged WTP – included backwash recovery improvements
- **Jenny Lind WTP Pretreatment – Calaveras County Water District.** Planning and design of improvements to the pretreatment process for the Jenny Lind WTP
- **Jenny Lind WTP Expansion** - CCWD – Designed expansion of packaged WTP to 6MGD
- **Auburn WTP** - PCWA – 8MGD WTP – provided engineering services during construction
- **Regional Surface Water Supply Project** - Turlock Irrigation District (TID) –program manager for \$250M regional surface water supply project that included 30 mgd WTP, four tanks and pump stations, and over 17 miles of transmission mains
- **Auburn Lake Trails WTP** - GDPUD – Feasibility study and predesign of 4MGD WTP
- **Bowman WTP Solids Handling Improvements** - PCWA – provided design for solids removal at Bowman WTP
- **Alta Water Treatment Plant Phase II and Phase III** – PCWA - Design, review and cost estimate of the second and third phases of construction of the Alta WTP.
- **Buckhorn WTP Improvements Project** - AWA – Designed solids handling improvements to WTP
- **Port of Stockton Surface WTP Feasibility Study** – Port of Stockton – feasibility study and phasing plan for development of new surface WTP
- **Larkfield WTP Expansion Project** – Cal Am – Design and construction management of WTP expansion
- **MID WTP Expansion** – City of Modesto – technical expert for litigation of 30MGD WTP expansion project
- **Foothill WTP Filter Improvements** – PCWA – Design and construction support for filter improvements
- **Felton WTP** – Citizens Utilities – Design and construction management of 3MGD packaged WTP
- **Yuba City WTP Expansion** – City of Yuba City – Design of WTP expansion to 85MGD



## Dave Murbach, P.E. Project Manager III/Senior Engineer III



B.S. Chemical Engineering, University of California - Davis  
Professional Civil Engineer, CA  
Qualified SWPPP Developer

### *Technical Specialties*

- ❖ Water infrastructure planning/design
- ❖ Water Treatment Facilities
- ❖ Disinfection and Chemical Feed Facilities

Dave will be in charge of Quality Assurance/Quality Control aspects of the project. He has more than 35 years of experience in the planning and design of domestic water, water reclamation, industrial wastewater, and municipal wastewater treatment systems. His experience includes serving as both project manager and project engineer on projects ranging from water quality studies to detailed facility design. His particular areas of expertise include distribution pump station and pipeline design, water treatment process design, disinfection of water and wastewater, chemical feed and storage systems, and drinking water regulations.

- **Dutch Flat Mutual Consolidation** – PCWA – Replacing 2-miles of distribution pipe and connecting the Dutch Flat Mutual Water Co. to PCWA’s Alta Water System
- **Ophir Road Pipeline Extension** - PCWA – Designed 2,200 linear feet of transmission main
- **Keena/Bell Road Pipeline** – PCWA – Designed 2,100 feet of water main
- **Electric Street Tank and Pipeline** – PCWA – Over 5,000 linear feet of 30 inch water transmission mains including abandonment of backyard mains and new meter installations and 5 MG Pre-stressed concrete tank
- **Red Ravine Siphon** – PCWA – Provided design to replace approximately 1,000’ of pipeline
- **Channel Hill Pipeline** – PCWA – Provided design and construction support for water main
- **Zone 3 WTP Discharge Elimination Project** – PCWA Provided project management services for the planning and design of a improvements at 4 different water treatment plants including two welded steel backwash storage tanks, two cone bottom steel settling tanks
- **Auburn Water Treatment Plant** – PCWA – Provided engineering support during construction
- **Foresthill 1MG Tank** – Foresthill PUD – Provided design and CM services for 1mG tank constructed at the existing water treatment plant
- **Easton/Glenborough Pump Station** – City of Folsom – provided design for in-line booster pump station to supply proposed development in the City’s south of Highway 50 service area.
- **La Colina Pump Station** – City of Folsom – designed improvements to pump station that included modifications to pumping equipment, controls, and installation of new hydro-pneumatic tank
- **City of Folsom Intertie Pump Station with Golden State Water Company** – City of Folsom – developed feasibility study, provided design and construction support for an intertie pump station with Golden State Water Company
- **Foothill WTP** – PCWA – Responsible for initial design of Actiflo treatment facility, chemical storage and feed and drying beds
- **Bowman Solids Handling Improvements** – PCWA - Provided engineering support during construction
- **Ione WTP Expansion and BWR Project** - AWA – Design of 2MGD expansion of packaged WTP – included backwash recovery improvements
- **WTP Expansion to 85 mgd** – Yuba City – Provided design for treated water pump station and 5M gal clearwell
- **Jenny Lind WTP Pretreatment** – CCWD – Planning and design of improvements to add pretreatment process to existing water treatment plant
- **Arden Intertie Booster Pump Station** – Cal Am – Provided design and CM support for pump station to deliver water from City of Sacramento to Cal Am’s Arden water system
- **Gold Village Drought Resiliency Project** – Yuba County - Developed a preliminary design of new supply wells, conveyance infrastructure, and water treatment facilities required to consolidate two water systems



## Tim Hasler, P.E., Project Manager I/Senior Engineer I



B.S. Environmental Engineering, Cal Poly CSU  
Professional Civil Engineer, CA  
Grade II Water Treatment Plant Operator  
Grade II Water Distribution Operator

### *Technical Specialty*

- ❖ Water Storage, Transmission/  
Distribution Design
- ❖ Water Treatment Design
- ❖ Water Master Planning
- ❖ Auto CAD/Civil 3D Design

Tim recently joined the PBI team. He is an experienced Project Manager in the water utility industry with a demonstrated history of successfully managing and leading project teams from planning through construction completion of capital projects and programs, including planning, design, permitting, construction, and commissioning. Relevant projects that Tim has served as Project Manager on while working for a water utility in the Sacramento area are as follows:

- **200,000 Gallon Storage Tank and Booster Station** – Managed the alternatives analysis, design, permitting, construction and commissioning of the new facilities, including extensive integration efforts for successful operations with the existing site treatment plant and storage reservoir
- **Chrome VI IX Resin Water Treatment Plant** – project engineer for the design, construction and commissioning of an IX resin treatment system to remove Chrome VI from a water supply well
- **Well Site Hydropneumatic Tank and Electrical Upgrades** – **Managed the design, construction, and commissioning** of the installation of new hydro tanks and upgraded piping, electrical and controls equipment at three well sites.
- **PFAS GAC Water Treatment Plant** – Managed the planning, design, permitting, construction and commissioning of a 1.2 MGD treatment plant to remove PFAS from a 950 GPM water supply well

## Ashley Smith, P.E., Project Manager I/Senior Engineer I



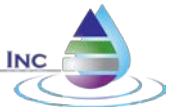
B.S. Civil Engineering, UC - Davis  
Professional Civil Engineer, CA  
**Over 5 Pump Station and Water Treatment Plant Projects**

### *Technical Specialty*

- ❖ Water infrastructure design
- ❖ Hydraulic Modeling
- ❖ Auto CAD/Civil 3D Design

Ashley will be a key contributor to the team and will be largely responsible for managing drawing and specification development. She has been the responsible engineer for several water treatment plant projects. Ashley has accrued valuable experience in water infrastructure and pipeline design, as well as hydraulic modeling. Relevant projects that Ashley has supported are as follows:

- **Buckhorn WTP Improvements Project - AWA** – Designed solids handling improvements to WTP; providing CM services
- **Ione WTP Expansion Project - AWA** – Developed plans and specifications the expansion of the WTP from a capacity of 4 MGD to 6 MGD.
- **Alta Water Treatment Plant Phase II and Phase III** – **PCWA** – Project engineer for the design, review, and cost estimate of the second and third phases of construction of the Alta WTP
- **Tanner Backwash Recycling Project - AWA** - Planning and design of backwash recycling process for the Tanner WTP.
- **1 MG Tank Design and Construction** – Foresthill PUD - Design and construction of a 1 MG storage tank at the Foresthill WTP.



## Jacob Rowe, E.I.T., Staff Engineer II



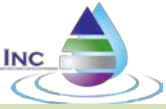
B.S. Environmental Resources  
Engineering, Humboldt State University  
Engineer in Training, CA  
Grade II Water Treatment Plant Operator

### *Technical Specialty*

- ❖ Water Infrastructure
- ❖ Hydraulic Modeling
- ❖ Water Treatment Facilities

Jacob joined PBI in February of 2016 and specializes in water and water resources projects. He has design experience in water treatment, water infrastructure, storage tanks, and pump stations. He also has experience modeling, designing, restoring, and managing water resources. He is proficient in HEC-RAS, HEC-HMS, ARCGIS, ROSA, BSTEM, and AutoCAD software. Relevant projects that Jacob has supported are as follows:

- **Jenny Lind WTP Pretreatment** – CCWD - Assisted with planning and design of improvements to the pretreatment process for the Jenny Lind WTP
- **Buckhorn WTP Improvements Project** - AWA – Designed solids handling improvements to WTP; providing CM services
- **Tanner Backwash Recycling Project** – AWA - Provided planning and advice to design a new process in order to separate and dewater solids from backwash/flush wastewater and return decanted water to the head of the facility within regulatory limits
- **Ione WTP Expansion Project** - AWA – Developed plans and specifications the expansion of the WTP from a capacity of 4 MGD to 6 MGD.
- **Ione WTP Backwash Recovery Project** - AWA – Evaluated alternatives and developed plans and specifications for backwash improvements
- **Alta Water Treatment Plant Phase III** – PCWA – staff engineer for the design, review and cost estimate for the third phase of construction of the Alta WTP.
- **1 MG Tank Design and Construction** – Foresthill PUD - Design and construction of a 1 MG storage tank at the Foresthill WTP
- **Gold Village Drought Resiliency Project** – Yuba County - Developed a preliminary design of new supply wells, conveyance infrastructure, and water treatment facilities required to consolidate two water systems
- **Arden Intertie Booster Pump Station** – Cal Am – Provided design and CM support for pump station to deliver water from City of Sacramento Cal Am's Arden water system
- **City of Folsom Intertie Pump Station with Golden State Water Company** – City of Folsom – developed feasibility study, provided design and construction support for an intertie pump station with Golden State Water Company
- **Easton/Glenborough Pump Station** – City of Folsom – provided design for in-line booster pump station to supply proposed development in the City's south of Highway 50 service area.
- **Jenny Lind Water System Master Plan and Capacity Charges** – CCWD - Assisted with the evaluation of existing capacity charges & made recommendations for new updated charges to account for growth.
- **Copper Cove Water System Master Plan and Capacity Charges** – CCWD - Assisted with the evaluation of existing capacity charges & made recommendations for new updated charges to account for growth.
- **Operations Plan for Jenny Lind WTP** – CCWD – provided engineering services to prepare operations plan for Jenny Lind WTP in accordance with DHS guidelines
- **Operations Plan for Enterprise/Northrop Reservoir and BPS** – Sacramento Suburban Water District - developed a plan to support the existing equipment and operational controls in place and recommended improvements using DHS guidelines. Project includes training of District staff
- **Dutch Flat Mutual Consolidation** – PCWA – Replacing 2-miles of distribution pipe and connecting the Dutch Flat Mutual Water Co. to PCWA's Alta Water System



## PROJECT EXPERIENCE AND REFERENCES

### Jenny Lind Water Treatment Plant Pre-Treatment System Calaveras County Water Agency (CCWD)

- Design of the pretreatment process for the Jenny Lind WTP.
- Developed predesign studies and report for the alternatives of pretreatment
- Developed the final design for the decided pretreatment process.



**Related Experience:** Alternatives analysis, existing water treatment plant improvements

**Key personnel:** Karl Brustad, Dave Murbach, Jacob Rowe

**Client Reference:** Charles Palmer, District Engineer, CCWD, (209) 754-3174

### Gold Village Drought Resiliency Project County of Yuba

- PBI performed a feasibility study that identified a new, sustainable source of water to supplement the existing groundwater sources.
- Development of a preliminary design of new supply wells, conveyance infrastructure, and water treatment facilities
- Sizing of proposed storage tank to mitigate water shortages

**Related Experience:** Alternatives analysis

**Key personnel:** Karl Brustad, Dave Murbach, Jacob Rowe

**Client Reference:** Kevin Perkins, Principal Planner, Yuba County (530)749-5470

### Ione Water Treatment Plant Backwash Recovery Project Amador Water Agency (AWA)

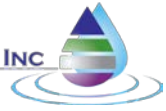
- Review of prior studies and system information
- Evaluate alternatives for recycling backwash wastewater
- Develop plans and specifications for backwash improvements
- Provide engineering services during bidding and construction



**Related Experience:** Existing water treatment plant improvements

**Key personnel:** Karl Brustad, Dave Murbach, Ashley Smith, Jacob Rowe

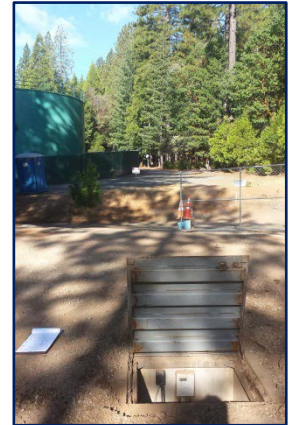
**Client Reference:** Erik Christeson – Supervising Engineer AWA (Currently GM at Kirkwood PUD), (209) 257-5242



## Buckhorn Water Treatment Plant Disinfection Byproduct Improvements Project

### Amador Water Agency (AWA)

- Preparation of design criteria TM
- Engineering design services to provide separation of the inlet and outlet at Tank A to reduce water age in the tank
- Engineering design services to add ACH feed and storage system for coagulant addition and improve TOC removal
- Alternatives analysis to develop plans for installation of plate settlers in combination with the installation of drying beds
- Providing construction management and inspection services

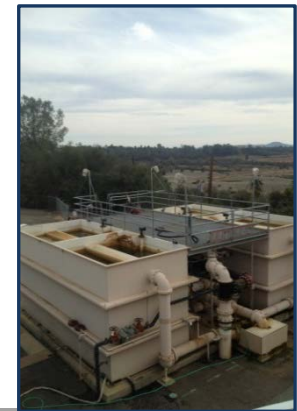


**Related Experience:** Alternatives analysis, existing WTP Improvements  
**Key personnel:** Karl Brustad, Dave Murbach, Ashley Smith  
**Client Reference:** Erik Christeson – Supervising Engineer AWA

## Ione Water Treatment Plant Expansion Project

### Amador Water Agency (AWA)

- Review of prior studies and system information
- Prepare alternatives evaluation for expansion of WTP
- Develop plans and specifications for expanding packaged WTP capacity from 4 mgd to 6 mgd.

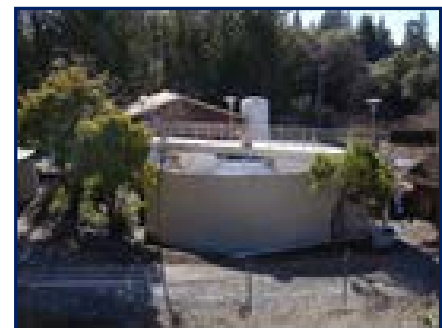


**Related Experience:** Alternatives analysis, existing WTP Improvements  
**Key personnel:** Karl Brustad, Dave Murbach, Ashley Smith, Jacob Rowe  
**Client Reference:** Erik Christeson – Supervising Engineer, AWA

## Auburn Lake Trails Feasibility Study

### Georgetown Divide Public Utility District (GDPUD)

- Evaluated alternatives for improving the existing filtration process from in-line filtration to a DPH approved technology including direct filtration, pressure clarification/filtration, contact clarification-filtration, and membrane filtration
- Identified operational and regulatory improvements, in conjunction with GDPUD staff, that will improve the long-term operation and compliance of the facility
- Prepared costs estimates, process schematics and site layouts for the recommended project



**Related Experience:** Alternatives analysis, existing WTP Improvements  
**Key personnel:** Karl Brustad, Dave Murbach  
**Client Reference:** Hank White, currently General Manager at Foresthill PUD  
(530) 367-2511 [gm@foresthillpud.com](mailto:gm@foresthillpud.com)

## Lincoln Oaks Oakberry Well California American Water (Cal Am)

- Design of GAC Water Treatment Plant
- Upgrade equipment at Oakberry Well to meet current standards
- Increase capacity of well to original pumping rate
- Provide geotechnical evaluations for foundation design
- Develop construction plans and technical specifications meeting DDW standards



**Related Experience:** Water treatment plant design

**Key personnel:** Karl Brustad, Jacob Rowe

**Client Reference:** Steve Dutch, Senior Project Engineer, Cal Am, (916) 568-4293

## Zone 3 Water Treatment Plant Improvements Project Placer County Water Agency (PCWA)

- Designed discharge containment improvements at 4 water treatment plants: Alta WTP, Applegate WTP, Colfax WTP, Monte Vista WTP
- Performed alternative analysis for solids removal of membrane backwash water and on site disposal.
- Alta WTP: New sump, pump, piping, and level controls to intercept 1,440 gpd of instrument water and return to backwash discharge pipe, with appropriate check valve(s). One new 45,000 gal above-ground steel settling tank.
- Applegate WTP: New sump, pump, piping, and level controls to intercept 1,440 gpd instrument water and return to backwash discharge pipe, with appropriate check valve(s). Deskins Drying Bed.
- Colfax WTP: New 85,000 gal above-ground steel settling tank. RWQCB (NPDES) and DHS (Operating Permit) Permit assistance.
- Monte Vista WTP: New sump, pump, piping, and level controls to intercept 1,440 gpd instrument water and return to backwash discharge pipe, with appropriate check valve(s). New 6,000 gal HDPE backwash and filter to waste settling tank.



**Related Experience:** Existing WTP Improvements

**Key personnel:** Karl Brustad, Dave Murbach

**Client Reference:** Brent Smith, Director of Technical Services, PCWA (530) 823-4848

## PROPOSAL COST BREAKDOWN

PBI's estimated work effort and proposed cost breakdown is presented on the following page. PBI's standard rate sheet follows the cost breakdown.



## 2021 STANDARD RATE SCHEDULE \*

Position	Description	Hourly Billing Rate
E9	Principal Engineer	\$255
E8	Senior Engineer 3 Project Manager 3	\$234
E7	Senior Engineer 2 Project Manager 2	\$212
E6	Senior Engineer 1 Project Manager 1	\$195
E5	Project Engineer 3	\$192
E4	Project Engineer 2	\$179
E3	Project Engineer 1	\$168
E2	Staff Engineer 2	\$146
E1	Staff Engineer 1	\$128
T4	Technician 4	\$141
T3	Technician 3	\$128
T2	Technician 2	\$108
T1	Technician 1	\$96
A4	Administrative 4	\$103
A3	Administrative 3	\$90
A2	Administrative 2	\$77
A1	Administrative 1	\$64

### Expenses

- At cost plus 10% for outside printing, plotting, copying, travel, subconsultants, and outside services and charges
- At 5% of Labor for in-house expenses including telephone, computer, and incidental copying and printing
- Auto mileage per current Federal Rates

\* Rates will be modified January 1 of each year.

**Estimated Work Effort and Cost  
Calaveras County Water District - West Point Water Supply Reliability Project**

Task No.	Task Description	Principal in Charge/ Project Manager Karl Brustad	Senior Engineer 3 Dave Murbach	Senior Engineer 1 Ashley Smith/ Tim Hasler	Staff Engineer 2 Jacob Rowe	Mary Harrington, Technician 2	Administrative 4 Ann D'Ambrosio	PBI Labor	Total PBI Labor (\$)	ATEEM Electrical Engineering	CYS Structural Engineers	Nordahl Land Surveying	Condor Earth Technologies	PBI Expenses (\$)	Total Cost (\$)
<b>Task 1 - Project Management</b>															
1.1	General Project Management	32	16					48	\$11,904				\$0	\$1,190	\$13,094
1.2	Quality Assurance/Quality Control	24						24	\$6,120					\$612	\$6,732
1.3	Project Meetings (Up to Six)	24	12		24			60	\$12,432					\$1,243	\$13,675
1.4	Monthly Invoices & Progress Reports	12						32	\$6,356					\$636	\$6,992
Subtotal Task 1		92	28	0	24	0	32	176	\$36,812	\$0	\$0	\$0	\$0	\$3,681	\$40,493
<b>Task 2 - Preliminary Design Report</b>															
2.1	Draft Preliminary Design Report	12	24		72	24	2	134	\$21,986		\$3,300			\$2,199	\$27,485
2.2	Final Preliminary Design Report	4	12		24	12	2	54	\$8,834		\$1,100			\$883	\$10,817
Subtotal Task 2		16	36	0	96	36	4	188	\$30,820	\$0	\$3,300	\$0	\$0	\$3,082	\$38,302
<b>Task 3 - Geotechnical Study</b>															
3.1	Develop Project Basemap	1	2		2			5	\$1,015			\$4,620		\$102	\$5,737
3.2	Prepare Desktop Geotechnical Report	1	2		2			5	\$1,015				\$7,464	\$102	\$8,580
Subtotal Task 3		2	4	0	4	0	0	10	\$2,030	\$0	\$0	\$4,620	\$7,464	\$203	\$14,317
<b>Task 4 - Equipment Pre-Purchase</b>															
4.1	Prepare Purchase Specification	4	16		32			52	\$9,436					\$944	\$10,380
4.2	Review Shop Drawings	1	2	6	12			21	\$3,645					\$365	\$4,010
Subtotal Task 4		5	18	6	44	0	0	73	\$13,081	\$0	\$0	\$0	\$0	\$1,308	\$14,389
<b>Task 5 - Project Drawings</b>															
5.1	50% Design Submittal	10	30	44	91	75	10	259	\$40,442	\$9,658	\$15,400			\$4,044	\$69,544
5.2	90% Design Submittal	6	18	26	54	45	6	155	\$24,265	\$5,795	\$9,240			\$2,426	\$41,726
5.3	100% Design Submittal	4	12	18	36	30	4	104	\$16,177	\$3,863	\$6,160			\$1,618	\$27,817
Subtotal Task 5		20	60	88	181	150	19	518	\$80,883	\$19,316	\$30,800	\$0	\$0	\$8,088	\$139,087
<b>Task 6 - Project Manual</b>															
6.1	50% Project Manual	4	6	16	24	0		50	\$9,048					\$905	\$9,953
6.2	90% Project Manual	4	6	12	16	0		38	\$7,100					\$710	\$7,810
6.3	100% Project Manual	2	6	8	16	0		32	\$5,810					\$581	\$6,391
Subtotal Task 6		10	18	36	56	0	0	120	\$21,958	\$0	\$0	\$0	\$0	\$2,196	\$24,154
<b>Task 7 - Construction Cost Estimates</b>															
7.1	50% Construction Cost Estimate	1	2	4	8	0		15	\$2,671	\$880				\$267	\$3,818
7.2	90% Construction Cost Estimate	1	2	2	6	0		11	\$1,989	\$880				\$199	\$3,068
7.3	100% Construction Cost Estimate	1	2	2	6	0		11	\$1,989	\$880				\$199	\$3,068
Subtotal Task 7		3	6	8	20	0	0	37	\$6,649	\$2,640	\$0	\$0	\$0	\$665	\$9,954
<b>Task 8 - Bid Period Services</b>															
8.1	Bidder RFIs (Up to 4)	2	4		10			16	\$2,906	\$1,188				\$291	\$4,385
8.2	Addendums (Up to 2)	4	4		16	16	4	44	\$6,432	\$1,188				\$643	\$8,263
8.3	Review Bids/Recommend Award	2	4		8			14	\$2,614					\$261	\$2,875
Subtotal Task 8		8	12	0	34	16	4	74	\$11,952	\$2,376	\$0	\$0	\$0	\$1,195	\$15,523
<b>Task 9 - Engineering Services During Construction</b>															
9.1	Prepare Conformed Set	4	4	8	16	24	2	58	\$8,650	\$2,893				\$865	\$12,408
9.2	Review Shop Drawings and Submittals (Up to 50)	16	36		100			152	\$27,104	\$11,880	\$3,850			\$2,710	\$45,544
9.3	Respond to RFIs (Up to 30)	15	30		60			105	\$19,605	\$4,752	\$2,750			\$1,961	\$29,068
9.4	Weekly Online Project Meetings/Site Visits (Up to 24)	24	24		64			112	\$21,080					\$2,108	\$23,188
9.5	Prepare As-Built Drawings	4	8		24	32		68	\$9,852	\$1,980				\$985	\$12,817
9.6	Materials Testing and Special Inspection	1	2		2			5	\$1,015			\$5,822		\$102	\$6,939
Subtotal Task 9		64	104	8	266	56	2	500	\$87,306	\$21,505	\$6,600	\$0	\$5,822	\$8,731	\$129,964
<b>Task 10 - SCADA Services (Optional)</b>															
10.1	SCADA Services							0	\$0	\$39,226				\$0	\$39,226
Subtotal Task 10		0	0	0	0	0	0	0	\$0	\$39,226	\$0	\$0	\$0	\$0	\$39,226
<b>COLUMN TOTALS</b>		188	233	142	591	230	60	1,444	\$291,491	\$85,063	\$41,250	\$4,620	\$13,286	\$29,149	\$465,409

TOTAL COST	\$465,409
TOTAL COST WITHOUT OPTIONAL SCADA SERVICES	\$426,183

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CALAVERAS COUNTY WATER DISTRICT**

**APPROVING/AUTHORIZING DESIGN CONTRACT FOR THE WEST POINT WATER  
SUPPLY RELIABILITY PROJECT, CIP 11106**

**WHEREAS**, the District has identified as a critical need for water supply reliability to construct a second water treatment filter serving the community of West Point, CA, for which a Proposition 1, Round 1 MAC Region IRWM grant administered by DWR and UMRWA was obtained in the amount of \$527,287.00 to partly fund the project, and

**WHEREAS**, upon issuing a Request for Proposals (RFP) on February 19, 2021 for engineering and design services for the subject project and conducting a job walk of the project area with prospective consulting firms interested in submitting proposals, the District received six (6) proposals as of the due date of March 22, 2021, and

**WHEREAS**, the District Engineer and other staff reviewed all proposals considering qualifications and experience, team organization, scope of work, cost effectiveness, schedule and other criteria, and among the top ranking proposals staff recommends the Award of the contract for engineering and design services to Peterson, Brustad, Inc., and

**WHEREAS**, the total project cost is estimated to be \$2.2 million which in addition to grant funds the District has obligated supplemental funding (water expansion and R&R funds) in its FY 2020-21 CIP budget and will obligate in FY 2021-22 to pay for project costs including both design and construction phases.

**BE IT RESOLVED**, the Calaveras County Water District Board of Directors hereby approves the proposal submitted by Peterson, Brustad, Inc., attached hereto and made a part hereof, and authorizes the General Manager to enter into a Professional Services Agreement (PSA) with Peterson, Brustad, Inc. in the amount of \$465,409.00 for engineering and design services for said project.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of April, 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Jeff Davidson, President  
Board of Directors

**ATTEST:**

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Rebecca Hitchcock  
Clerk to the Board



# Agenda Item

DATE: April 14, 2021

TO: Michael Minkler, General Manager

FROM: Kevin Williams, Civil Engineer

SUBJECT: Discussion/Action Authorizing Design Contract for the Ebbetts Pass Redwood Water Storage Tanks Wildfire Hazard Mitigation, CIP 11095 (Cal-OES / FEMA DR-4344 / PJ0119)

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## RECOMMENDED ACTION:

Motion: \_\_\_\_\_ / \_\_\_\_\_ to adopt Resolution No. 2021-\_\_\_\_\_ Awarding Contract for the Ebbetts Pass Redwood Water Storage Tanks Wildfire Hazard Mitigation, CIP 11095

## SUMMARY:

A notice inviting bids for the Redwood Water Storage Tanks Wildfire Hazard Mitigation Project, Bolted Steel Tank Materials Procurement and Installation Project was advertised in the newspaper and on Public Purchase during the February and March 2021. A public bid opening for the subject project was held on April 8, 2021, and the District received two (2) bids. A summary of bids is provided in the table below:

Bidders Name	Total Bid Amount
California Aquastore	\$2,442,575.00
Paso Robles Tank	\$2,674,999.00

Staff has found the bid by California Aquastore to be responsive and recommends award of the Redwood Water Storage Tanks Wildfire Hazard Mitigation Project, Bolted Steel Tank Materials Procurement and Installation Project contract to California Aquastore, of South Lake Tahoe, California in the amount of \$2,442,575.00.

Upon execution of this contract, immediate start of shop drawings and materials fabrication is planned and staff plans on completing two tanks this summer. Project completion of all remaining tanks is anticipated to occur before the end of FY 2022-23.

## FINANCIAL CONSIDERATIONS:

The estimated total project cost in the FY 20-21 budget is \$3.4 million (\$3.0 million for CIP 11095 and \$373,000 for CIP 11083L) and current FY 20-21 allocations should be

sufficient to cover costs through June 30, 2021. The Hazard Mitigation grant will provide seventy five percent (75%) or \$2.1 million of the original Cal-OES approved budget of \$2.8 million, while the District will be responsible for twenty five percent (25%) or more in local matching funds. The District will obligate matching funds and the balance of required funds from the Ebbetts Pass Water Expansion Funds and Water Capital R&R fund 125. The Larkspur Tank located in Forest Meadows is not part of the Cal-OES grant and in regard to financial considerations that tank must be paid under separate accounting and there is no grant component for it.

*Attachments: Resolution No. 2021-\_\_ Authorizing Design Contract for the Ebbetts Pass Redwood Water Storage Tanks  
Wildfire Hazard Mitigation, CIP 11095  
Aquastore Bid*



## **CCWD Tanks Proposal**

**CCWD**

April 08, 2021

Attn: Kevin Williams / Charles Palmer

**Subject; Proposal – Glass Fused to Steel Water Storage Tanks W/Spiral Satir Price Shown**

Kevin and Charles;

California Aquastore is pleased to respectfully submit this Proposal for the installation of Glass Fused to Steel Water tanks for the CCWD Water System. These tanks have been designed based on the preliminary design information provided by CCWD and CST.

### **Scope of Work**

- Provide Standard Engineered Drawings, stamped by a California Registered Professional Civil Engineer for the foundation and tank designs.
- Furnish and install steel bolted storage tanks (US Manufactured/AIS Compliant), as listed.
- The price includes all required labor (Prevailing Wage, Non-Union), materials, equipment, Mobilization Fees, Bond, and taxes.
- Foundation Installation is Not Included but can be offered as Requested.
- Prices Shown Include Spiral Stairs
- Welded Aluminum Ladders can be offered in Place of Spiral Stair for ~\$10K ea.
  - Aluminum Domes are Quoted as Aluminum Mill Finish
  - All Tanks with 1/4" min thickness sidewall and 0.164" Floor Thickness
  - All Spiral Stairs Painted to Color Match Tanks (forest Green) Except Big Trees Tank 8
  - Lead Times for Materials:
    - Tanks: 10 Weeks
    - Domes: 10 Weeks
    - Spiral Stairs: ~14 Weeks
      - Ladder Option is ~7 Weeks
    - TideFlex: 16-18 Weeks
    - Interior Ladders: 5 Weeks

California Aquastore will furnish all labor, materials, equipment and incidentals required to design, fabricate and install the above referenced factory coated bolted steel storage tank(s), and tank appurtenances as shown in this scope of work. The steel tanks will be installed on foundations designed by the steel tank manufacturer. The design, materials, fabrication and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks.

*PO Box 551131, South Lake Tahoe, CA 96155*

*Phone (925) 667-1039*

**License Number: #1013296 A**    **DIR Registration #1000038543**    **SBE: 2007657**

**Big Trees #8: Steel Floor, Dome, (1ea):** **\$429,475.00**

- **Spiral Stair** **Included in total Price: \$40,000.00 (not Color Matched)**
- **34'dia x 25'tall**
- **149,856 Useable Gallons, w/ 23" Free Board**
- **Steel Floor**
- **Geodesic Aluminum Dome**
- **TideFlex Mixing System**

**Heather Drive:** **\$735,950.00**

- **Spiral Stair** **Included in total Price: \$48,000.00**
- **64'dia x 25 'tall**
- **538,366 Useable Gallons w/ 29" Free Board**
- **Steel Floor**
- **Geodesic Aluminum Dome**
- **TideFlex Mixing System**

**Big Trees #4:** **\$435,625.00**

- **Spiral Stair** **Included in total Price: \$48,000.00**
- **39'dia x 25'tall**
- **204,728 Useable Gallons w/ 22" Free Board**
- **Steel Floor**
- **Geodesic Aluminum Dome**

**Arnold: :** **\$356,700.00**

- **Spiral Stair** **Included in total Price: \$48,000.00**
- **31'dia x 25'tall**
- **126,390 Useable Gallons w/ 22" Free Board**
- **Steel Floor**
- **Geodesic Aluminum Dome**

**Larkspur:** **\$484,825.00**

- **Spiral Stair** **Included in total Price: \$52,000.00**
- **42'dia x 29'tall**
- **280,694 Useable Gallons w/ 24" Free Board**
- **Steel Floor**
- **Geodesic Aluminum Dome**

site for use by Contractor and subcontractor employees during tank erection. Demobilization shall include, but not limited to, removal of all waste materials, debris, and issuance of maintenance bond. Contractor shall submit no greater than ten percent (10%) of the total Contract Sum for this Bid Item. Payment of 50% of the total bid item amount will be made upon District approval of Tank and Tank Foundation engineered shop drawings.

**BID ITEM NO.2– FURNISH AND INSTALL WATER STORAGE TANK (HEATHER TANK)**

Contractor will furnish all labor, materials, equipment, and incidentals required to manufacture and install 510,000-gallon glass fused bolted steel storage tank, stairway, and tank appurtenances as shown on project drawings and as specified in the Project Documents. The steel tanks will be installed on foundations designed by the steel tank manufacturer and installed by others. The design, materials, fabrication, and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks with Steel Bottom. Tank shall have minimum of ¼” material thickness with no external stiffeners and mil finish aluminum dome. Payment of 50% of total bid item amount will be made upon delivery of all the Tank Materials to the Project Site.

**BID ITEM NO.3 – FURNISH AND INSTALL WATER STORAGE TANK (LARKSPUR TANK)**

Contractor will furnish all labor, materials, equipment and incidentals required to manufacture and install 260,000-gallon glass fused bolted steel storage tank, stairway and tank appurtenances as shown on project drawings and as specified in the Project Documents. The steel tanks will be installed on foundations designed by the steel tank manufacturer and installed by others. The design, materials, fabrication, and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks with Steel Bottom. Tank shall have minimum of ¼” material thickness with no external stiffeners and mil finish aluminum dome. Payment of 50% of total bid item amount will be made upon delivery of all the Tank Materials to the Project Site.

**BID ITEM NO.4 – FURNISH AND INSTALL WATER STORAGE TANK (ARNOLD TANK 13)**

Contractor will furnish all labor, materials, equipment and incidentals required to manufacture and install 120,000-gallon glass fused bolted steel storage tank, stairway and tank appurtenances as shown on project drawings and as specified in the Project Documents. The steel tanks will be installed on foundations designed by the steel tank manufacturer and installed by others. The design, materials, fabrication, and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks with Steel Bottom. Tank shall have minimum of ¼” material thickness with no external stiffeners and mil finish aluminum dome. Payment of 50% of total bid item amount will be made upon delivery of all the Tank Materials to the Project Site.

**BID ITEM NO.5 – FURNISH AND INSTALL WATER STORAGE TANK (BIG TREES TANK 4)**

Contractor will furnish all labor, materials, equipment and incidentals required to manufacture and install 190,000-gallon glass fused bolted steel storage tank, stairway and tank appurtenances as shown on project drawings and as specified in the Project Documents. The steel tanks will be installed on foundations designed by the steel tank manufacturer and installed by others. The design, materials,

fabrication, and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks with Steel Bottom. Tank shall have minimum of ¼” material thickness with no external stiffeners and mil finish aluminum dome. Payment of 50% of total bid item amount will be made upon delivery of all the Tank Materials to the Project Site.

**BID ITEM NO.5 – FURNISH AND INSTALL WATER STORAGE TANK (BIG TREES TANK 8)**

Contractor will furnish all labor, materials, equipment and incidentals required to manufacture and install 135,000-gallon glass fused bolted steel storage tank, stairway and tank appurtenances as shown on project drawings and as specified in the Project Documents. The steel tanks will be installed on foundations designed by the steel tank manufacturer and installed by others. The design, materials, fabrication, and methods of construction shall conform to the requirements of the AWWA D 103-19 for Factory Coated Bolted Steel Tanks with Steel Bottom. Tank shall have minimum of ¼” material thickness with no external stiffeners and mil finish aluminum dome. Payment of 50% of total bid item amount will be made upon delivery of all the Tank Materials to the Project Site.

**ARTICLE 4 – TIME OF COMPLETION**

- 4.1 Bidder agrees that the Work will be substantially complete and will be completed and ready for payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar or working days indicated in the Agreement.
- 4.2 Bidder agrees that the Work will be substantially complete within **600 calendar** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **640 calendar** days after the date when the Contract Times commence to run.
- 4.3 Time of Completion is for the overall construction of the Water Storage Tanks including site grading, concrete, electrical and underground pipe that are not including in this Contract. Time of Completion is concurrent with other work onsite outside of this Contract.

**ARTICLE 5 - BIDDER’S ACKNOWLEDGEMENTS; ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.1 Bid Acceptance Period
  - A. This Bid will remain subject to acceptance for **60 days** after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of the Owner.
- 5.2 Instructions to Bidders
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.3 Receipt of Addenda
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.  
ADDENDUMS 1703

Addendum Date  
RECEIVED AND REVIEWED



**ARTICLE 6 – BIDDERS REPRESENTATIONS AND CERTIFICATIONS**

**6.1 Bidder's Representations**

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

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8. Bidder is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

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6.02 Bidder's Certifications \_\_\_\_\_

A. The Bidder certifies the following:

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1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of Paragraph 6.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of the Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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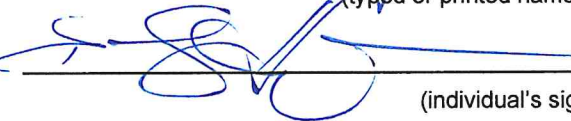


BIDDER hereby submits this Bid as set forth above:

Bidder:

CALIFORNIA AQUASTORE  
\_\_\_\_\_  
(typed or printed name organization)

By:

  
\_\_\_\_\_  
(individual's signature)

Name:

ERIC HARPER  
\_\_\_\_\_  
(typed or printed)

Title:

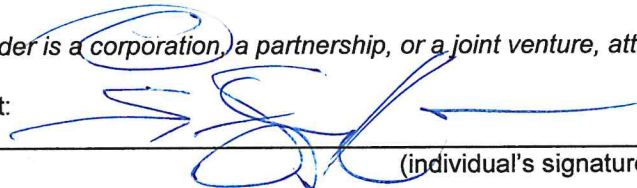
PRESIDENT  
\_\_\_\_\_  
(typed or printed)

Date:

4/07/2021  
\_\_\_\_\_  
(typed or printed)

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

  
\_\_\_\_\_  
(individual's signature)

Name:

ERIC HARPER  
\_\_\_\_\_  
(typed or printed)

Title:

PRESIDENT  
\_\_\_\_\_  
(typed or printed)

Date:

4/07/2021  
\_\_\_\_\_  
(typed or printed)

Address for giving notices:

BOX 551131, SUT, CA 96155

Bidder's Contact:

Name:

ERIC HARPER

(typed or printed)

Title:

PRESIDENT

Phone:

925-667-1039

(typed or printed)

Email:

e.harper@californiaaquastore.com

Address:

CALIFORNIA AQUASTORE

BOX 551131

Santa Lake Tahoe, CA 96155

Bidder's Contractor License No.:

1013296 A

Employer's Tax ID Number:

81-1798587

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CALAVERAS COUNTY WATER DISTRICT**

**AWARDING DESIGN CONTRACT FOR THE EBBETTS PASS REDWOOD WATER  
STORAGE TANKS WILDFIRE HAZARD MITIGATION PROJECT, CIP 11095**

**WHEREAS**, through a Cal-OES hazard mitigation grant (CIP 11095) due to the threat of wildfire, the District proposes to replace various redwood tanks at multiple locations in the Ebbetts Pass Water System including Heather Drive in Forest Meadows, Tank 13 in Meadowmont on Flume Court, Tank 4 in Dorrington at Big Foot Circle and Tank 8 near Meko Drive; as well as replacing a steel tank (CIP 11083L) at Larkspur Court in Forest Meadows, and

**WHEREAS**, upon issuing a Request for Proposals (RFP) on February 22, 2021 for steel tank materials procurement and installation for the subject project and conducting a pre-bid conference call with prospective vendors interested in submitting proposals, the District received two (2) sealed bids as of the due date of April 8, 2021, and

**WHEREAS**, the lowest responsive and responsible bid was submitted by California Aquastore in the amount of \$2,442,575.00 to manufacturer and install all the subject five tanks (excluding earthwork, concrete foundations, site piping and other site work).

**WHEREAS**, the current estimated project cost is \$3.0 million for CIP 11095 which in addition to \$2.1 million in the authorize Hazard Mitigation Grant funds the District has obligated supplemental funding (water expansion and R&R funds) in its FY 2020-21 CIP budget and will obligate the balance of funds in its FY 2021-22 CIP budget to pay for the total project costs including both design and construction phases.

**WHEREAS**, included in the contractor's bid and authorization herein, the cost of the tank on Larkspur Court in Forest Meadow (CIP 11083L) was estimated to be \$373,000 (with is not grant funded and will be accounted for separately) has \$50,000 allocated in the FY 2020-21 CIP budget and the balance of funds will be obligated in the FY 2021-22 budget.

**BE IT RESOLVED**, the CALAVERAS COUNTY WATER DISTRICT Board of Directors hereby approves the proposal submitted by California Aquastore, attached hereto, and made a part hereof, and authorizes the General Manager to enter into a Construction Contract with California Aquastore in the amount of \$2,442,575.00 for bolted steel tank materials procurement and installation for said project.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of April, 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Jeff Davidson, President  
Board of Directors

**ATTEST:**

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Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: April 14, 2021

TO: Michael Minkler, General Manager

FROM: Jessica Self, External Affairs Manager

SUBJECT: Discussion/Action regarding SB 323 (Caballero) Proposing a Statute of Limitations for the Enactment of Water and Sewer Rates

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## **RECOMMENDED ACTION:**

Motion: \_\_\_\_\_/\_\_\_\_\_ by Minute Entry to support SB 323 Proposing a Statute of Limitations for the Enactment of Water and Sewer Rates

## **SUMMARY:**


This proposal would authorize a local agency or interested person to bring a validation action in a superior court to determine the validity of a fee or charge for water and sewer service. The proposal would require an interested party bring an action within 120 days after the local agency adopts the fee or charge. If passed, this bill will make existing legal protections consistent to improve predictability for utility providers. In addition, this bill will still allow customers to bring challenges forward within a reasonable, but limited amount of time.

CCWD staff recommends the Board of Directors support SB 323.

## **FINANCIAL CONSIDERATIONS:**

Only minimal staff time is needed to effectively communicate the Board's position to the author's office and to CCWD's statewide partners in legislative advocacy.

Attachments: ACWA Fact Sheet: SB 323 (Caballero): Water / Sewer Rates



# SB 323 (CABALLERO): WATER / SEWER RATES

ACWA SPONSORED BILL

## SUMMARY

This proposal would authorize a local agency or interested person to bring a validation action in a superior court to determine the validity of a fee or charge for water and sewer service. The proposal would require an interested party bring an action within 120 days after the local agency adopts the fee or charge.

## EXISTING LAW

Existing law (Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the California Code of Civil Procedure) allows a public agency or any interested person to file a judicial action in a local superior court to determine the validity of a public agency action. Lawsuits brought by the public entity are called "validation actions," and lawsuits brought by the public are called "reverse validation actions." Validation actions are often available for matters related to public financing, such as issuance of public debt.

Validation actions provide agencies with an expedited, conclusive, and binding determination about the validity of the agency's action. By obtaining a speedy resolution, the agency can act in reliance on the action, without the threat of lawsuits years later.

Parties typically have 60 days after the agency takes the action to file a validation action with a court. Once a party files a validation action, a judge must determine whether the agency action complies with existing law, and is thus, valid. If the public agency

or interested person does not bring an action within the 60-day timeframe, the agency's action cannot be challenged in court.

Existing law already provides statutes of limitations for a variety of local taxes, assessments, fees, and charges. After the statute of limitations has expired, ratepayers can no longer challenge the rates.

For example, in 2000, recognizing the need for municipal utilities to maintain stable funding, the California State Legislature enacted a 120-day statute of limitations for challenges to municipal electric rates or charges. Government Code section 66022 provides a 120-day statute of limitations for water and sewer connection fees and capacity charges. This section also extends the statute of limitations to various development impact fees.

## PROBLEM

Water and sewer utility budgets are largely funded by revenue collected through service rates. These rates provide the funding necessary to supply safe drinking water, upgrade and improve aging infrastructure, and operate effectively. While public agencies require financial stability to meet these demands, existing law does not prevent lawsuits that seek refunds, or seek to invalidate existing rate structures, years after rates have been adopted and collected. Delayed lawsuits can threaten an agency's ability to repay debt guaranteed by revenue from rates, derail ongoing

infrastructure projects, and generally undermine an agency's ability to maintain stable budgets necessary to operate effectively.

In recent years, water and sewer agencies have been increasingly dragged into court with Proposition 218 challenges to their rate structures. This issue culminated in February of 2020 when a class action lawsuit was filed against 81 water suppliers in California, challenging their ability to charge ratepayers for the costs of providing critical, life-saving water supplies for fire hydrants. For some of the defendant agencies, the challenged rates were adopted up to five years before the lawsuit was filed.

Proposition 218, which governs property-related water, wastewater, and sewer rates, requires agencies to follow extensive noticing and public hearing requirements prior to adopting new rate structures. The law provides extensive opportunities for ratepayer participation in this process, and they can seek legal recourse if they believe the rates do not comply with existing law. Public agencies are committed to maintaining and protecting public participation in the rate-setting process. At the same time, providing essential government services like water and sewer at affordable prices requires the ability for public agencies to engage in reliable long-term financial planning.

The impacts of COVID-19, including the necessary disruptions to in-person work and Governor Newsom's executive order prohibiting water shutoffs, have

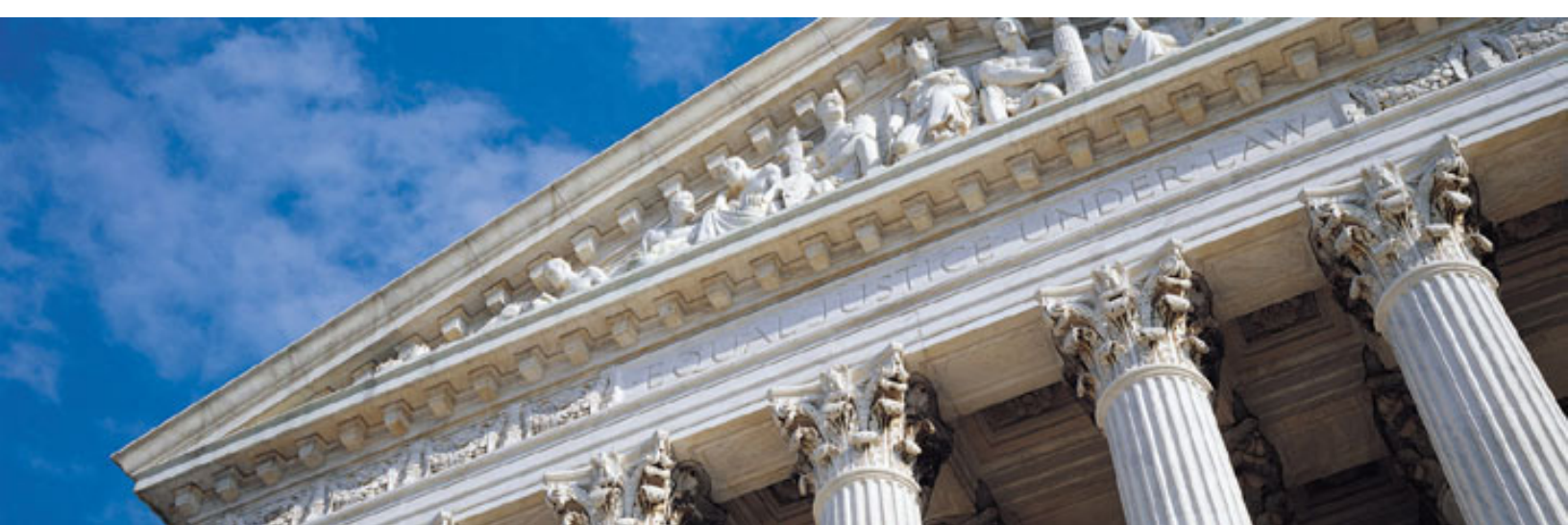
made water districts' revenue and financial planning more unpredictable. Now is an important time to make existing legal protections consistent to improve predictability for utility providers.

## SOLUTION

This proposal adds consistency to existing law by authorizing a local agency or interested person to bring a validation action in a superior court to determine the validity of a fee or charge for water and sewer service. If a validation action is not brought within 120 days, parties would be barred from challenging the validity of the fee or charge.

Existing law recognizes the need to minimize fiscal uncertainty for public agencies providing essential services by establishing a reasonable period of time beyond which agencies will not face exposure to lawsuits challenging the validity of various local taxes, assessments, fees, and charges. However, existing law provides a piecemeal statutory landscape, where a statute of limitations is afforded to fees and charges that fund some essential government services but not others.

By allowing customers to bring challenges within a reasonable – but limited – period of time, this proposal would balance the interests of ratepayers with those of public water and sewer agencies, and thereby end the piecemeal character of existing law.



## CONTACT

Kristopher M. Anderson, Esq.  
Legislative Advocate  
Krisa@acwa.com • (916) 441-4545



# Agenda Item

DATE: April 14, 2021

TO: Michael Minkler, General Manager

FROM: Damon Wyckoff, Director of Operations

SUBJECT: Discussion/Action regarding approval of a Side Letter Amendment to the current SEIU Local 1021 MOU.

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## **RECOMMENDED ACTION:**

Motion: \_\_\_\_\_ / \_\_\_\_\_ adopting Resolution No. 2021 - \_\_\_\_ approving a side letter agreement with the SEIU Local 1021 to update the wage schedule.

## **SUMMARY:**

The Calaveras County Water District (CCWD or The District) has held a vacancy in the Electrical Department since December of 2020. The District has interviewed multiple individuals since that time, but all have lacked the necessary experience and understanding of the basic industrial and electrical processes the District requires. After taking a deeper dive into why the District is struggling to recruit the necessary talent to fill this vacancy, it was found that compensation for the positions within the Electrical Department fall short relative to the knowledge and experience required to fulfill the workload at CCWD.

Since the vacancy in December the workload for the Electrical department did not drop. Instead, the additional workload was picked up by the two existing electrical staff members. It is a testament to the knowledge and expertise of the members of this department that critical infrastructure has remained operational considering multiple failures, storms, etc. and only proves that a well-rounded and highly skilled Electrical Team is critical to the operational health of the District.

The members of the Electrical Department at CCWD must wear many hats within the Electrical/Instrumentation Discipline. While other Utilities may have a dedicated Radio Technician, Instrumentation Technician, and Electrician, etc., CCWD consolidates these three work disciplines into two classifications - Electrical/Instrumentation Technician and SCADA Technician. District electrical staff can jump from troubleshooting Programmable Logic Controllers (PLC) from a laptop to disconnecting a motor from a high-service pump within the same day. Blending the work disciplines within the two job classifications allows CCWD to remain nimble and cost-effective in working to complete objectives efficiently



and effectively. The District can achieve the same level of professional work as other Utilities with less electrical staff.

Moreover, a team of highly skilled electricians saves the District money. There have been many projects completed in-house in the recent past that saved the District money and would have had to be completed by outside contractors were CCWD to not have the skilled electrical staff it does. Such projects include:

- Solar Tank Telemetry System for a savings of \$6,000
  - Est. Contractor cost of \$9,000
  - Completed in-house for \$3,000
- AMI Project Solar Panel Construction for a savings of \$92,000
  - Contractor proposal was \$7,000 per unit for 23 units.
  - Currently being completed in-house for \$3,000 per unit
- Sawmill Pump Station Motor Control Center (MCC) construction
  - Estimated savings of \$100,000

While the blending of work disciplines is a key component of CCWD's cost-conscious work effort, it does mean that being able to recruit and retain highly skilled crewmembers is of even greater importance for the District and the commensurate compensation is also higher than it would be for a lesser skilled/trainee employee.

A recent in-house update to the 2019 Koff Salary Survey illustrates that CCWD SCADA Technicians are paid nearly 16% below their counterparts and are 8% below in total compensation. Therefore, it is recommended the District increase the salary ranges for the electrical positions, Management feel confident the District would be able to attract qualified applicants for the current vacancy and would be able to quickly fill future vacancies.

Were the District to increase compensation for the District's Electrical Department positions to align with the compensation ranges of comparable positions at surrounding utilities, the District is confident it would be able to more efficiently and effectively recruit and retain talent while continuing to provide expert, first class electrically based services and save the District money through the completion of in-house projects and tasks normally performed by consultants.

## **FINANCIAL CONSIDERATIONS:**

The cost savings associated with the vacancy of the electrical position since December 2020 will offset the increase salary ranges for the positions. Future increases due to the updated salary ranges will be accounted for in the upcoming fiscal year 21/22 budget.

*Attachments: Proposed Side Letter Agreement with SEIU  
Proposed SEIU Wage Scale effective 4.16.2021  
Resolution No. 2021-\_\_ Approving Side Letter Agreement Between CCWD and SEIU*

**CALAVERAS COUNTY WATER DISTRICT**  
**MEMORANDUM OF UNDERSTANDING**  
with  
**SEIU LOCAL 1021**  
**Term: July 1, 2017 through June 30, 2021**

Side Letter of Agreement  
SEIU Local 1021 and Calaveras County Water District  
Amendment to Wage Schedule effective April 16, 2021

Effective April 16, 2021, the Calaveras County Water District (the District) and SEIU Local 1021 (the Union) agree to the following side letter amending the Memorandum of Understanding (MOU) for the term July 1, 2017 through June 30, 2021.

Wage Schedule Effective April 16, 2021 which includes the following updates:

1. Electrical/Instrumentation Technician I will increase by two (2) ranges: from range 15 to range 17
2. Electrical/Instrumentation Technician II will increase by two (2) ranges: from range 19 to range 21
3. Electrical/Instrumentation Technician Senior will increase by two (2) ranges: from range 17 to range 19
4. Electrical/SCADA Senior Supervisor will increase by two (2) ranges: from range 23 to range 25
5. SCADA Technician I will increase by two (2) ranges: from range 19 to range 21
6. SCADA Technician Senior will increase by two (2) ranges: from range 21 to range 23

All MOU language not included in this amendment remains the same and continues to be valid.

Signed and agreed:

**For the District:**

**For the Union:**

\_\_\_\_\_  
Michael Minkler  
General Manager

\_\_\_\_\_  
Dennis Mallory  
SEIU Local 1021 Field Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Richard Hibbard  
SEIU Local 1021 Chapter President

Date: \_\_\_\_\_

## Updated Union Wage Schedule for 2017-2019 via Resolution 2019-\_\_\_\_

Effective 7/01/2019

with 2% COLA Adjustment

Job Title	Pay Range	Step 1		Step 2		Step 3		Step 4		Step 5		Annual Step 5
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	
Accountant I	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Accountant II	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Accountant III	21	6,629	38.24	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	\$96,685
Accounting Technician I	10	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	\$56,519
Accounting Technician II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Accounting Technician, Senior	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Administrative Technician I	10	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	\$56,519
Administrative Technician II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Administrative Technician, Senior	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Collection System Worker Trainee	9	3,690	21.29	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	\$53,828
Collection System Worker I	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
Collection System Worker II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Collection System Worker III	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Collection System Worker IV	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Collection System Worker, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Construction Inspector I	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Construction Inspector II	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Construction Inspector III	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Construction Inspector, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Construction Worker I	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Construction Worker II	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Construction Worker III	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Construction Worker, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
SCADA Technician I	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
SCADA Technician, Senior	21	6,629	38.24	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	\$96,685
Electrical/SCADA, Senior Supervisor	23	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	\$106,595
Customer Service Representative I	10	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	\$56,519
Customer Service Representative II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Customer Service Representative III	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Customer Service Representative, Senior	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Distribution Worker Trainee	9	3,690	21.29	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	\$53,828
Distribution Worker I	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
Distribution Worker II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Distribution Worker III	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Distribution Worker IV	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Distribution Worker, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Electrician/Instrumentation Tech I	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Electrician/Instrumentation Tech II	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Electrician/Instrumentation Tech, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Engineer - Associate	23	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	\$106,595
Engineer - Civil	25	8,057	46.48	8,460	48.81	8,883	51.25	9,327	53.81	9,793	56.50	\$117,521
Engineer - Civil Senior	27	8,883	51.25	9,327	53.81	9,793	56.50	10,283	59.33	10,797	62.29	\$129,567
Engineering Analyst	24	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	9,327	53.81	\$111,925
Engineering Technician I	16	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	\$75,755
Engineering Technician II	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Engineering Technician, Senior	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
Facilities Maintenance Technician	12	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	\$62,316
Information Systems Administrator	24	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	9,327	53.81	\$111,925
Information Systems Analyst	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Mechanic I	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Mechanic II	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Mechanic, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Meter Reader Trainee	9	3,690	21.29	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	\$53,828
Meter Reader I	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
Meter Reader II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Purchasing Agent	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Senior Supervisor, Construction / Inspection	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
Senior Supervisor, Distribution and Collections	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
Senior Supervisor, W/WW Operations	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
W/WW Treatment Plant Operator OIT	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
W/WW Treatment Plant Operator I	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
W/WW Treatment Plant Operator II	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
W/WW Treatment Plant Operator III	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
W/WW Treatment Plant Operator, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Water Conservation Coordinator	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543

*Updates Include:*

Addition of Purchasing Agent Classification

Controls/Communication Technician titles updates to SCADA Technician

Controls/Communication Senior Supervisor title updates to Electrical/SCADA Technician

Electrician titles updated to Electrician/Instrumentation Technician

Engineer - Civil updated to Engineer - Associate

Engineer - Civil Associate updated to Engineer - Civil

**Proposed Updated Union Wage Schedule for 2017-2021 via Resolution 2021-XX  
Effective 4/16/2021**

Job Title	Pay Range	Step 1		Step 2		Step 3		Step 4		Step 5		Annual Step 5
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	
Accountant I	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Accountant II	21	6,629	38.24	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	\$96,685
Accounting Technician I	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Accounting Technician II	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Administrative Technician I	10	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	\$56,519
Administrative Technician II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Administrative Technician, Senior	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Collection System Worker Trainee	9	3,690	21.29	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	\$53,828
Collection System Worker I	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
Collection System Worker II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Collection System Worker III	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Collection System Worker IV	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Collection System Worker, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Construction Inspector I	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Construction Inspector II	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Construction Inspector III	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Construction Inspector, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Construction Worker I	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Construction Worker II	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Construction Worker III	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Construction Worker, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Customer Service Representative I	10	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	\$56,519
Customer Service Representative II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Customer Service Representative III	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Customer Service Representative, Senior	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Distribution Worker Trainee	9	3,690	21.29	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	\$53,828
Distribution Worker I	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
Distribution Worker II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Distribution Worker III	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Distribution Worker IV	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Distribution Worker, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
<b>Electrician/Instrumentation Tech I</b>	<b>17</b>	<b>5,453</b>	<b>30.84</b>	<b>5,726</b>	<b>33.03</b>	<b>6,012</b>	<b>34.69</b>	<b>6,313</b>	<b>36.42</b>	<b>6,629</b>	<b>38.24</b>	<b>\$79,543</b>
<b>Electrician/Instrumentation Tech II</b>	<b>19</b>	<b>6,012</b>	<b>34.69</b>	<b>6,313</b>	<b>36.42</b>	<b>6,629</b>	<b>38.24</b>	<b>6,960</b>	<b>40.15</b>	<b>7,308</b>	<b>42.16</b>	<b>\$87,696</b>
<b>Electrician/Instrumentation Tech, Senior</b>	<b>21</b>	<b>6,629</b>	<b>38.24</b>	<b>6,960</b>	<b>40.15</b>	<b>7,308</b>	<b>42.16</b>	<b>7,673</b>	<b>44.27</b>	<b>8,057</b>	<b>46.48</b>	<b>\$96,685</b>
<b>Electrical/SCADA, Senior Supervisor</b>	<b>25</b>	<b>8,057</b>	<b>46.48</b>	<b>8,460</b>	<b>48.81</b>	<b>8,883</b>	<b>51.25</b>	<b>9,327</b>	<b>53.81</b>	<b>9,793</b>	<b>56.50</b>	<b>\$117,521</b>
Engineer - Associate	23	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	\$106,595
Engineer - Civil	25	8,057	46.48	8,460	48.81	8,883	51.25	9,327	53.81	9,793	56.50	\$117,521
Engineer - Civil Senior	27	8,883	51.25	9,327	53.81	9,793	56.50	10,283	59.33	10,797	62.29	\$129,567
Engineering Analyst	24	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	9,327	53.81	\$111,925
Engineering Coordinator	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Engineering Technician I	16	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	\$75,755
Engineering Technician II	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Engineering Technician, Senior	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
Facilities Maintenance Technician	12	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	\$62,316
Information Systems Administrator	24	7,673	44.27	8,057	46.48	8,460	48.81	8,883	51.25	9,327	53.81	\$111,925
Information Systems Analyst	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Mechanic I	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
Mechanic II	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
Mechanic, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Meter Reader Trainee	9	3,690	21.29	3,875	22.36	4,069	23.48	4,272	24.65	4,486	25.88	\$53,828
Meter Reader I	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
Meter Reader II	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
Purchasing Agent	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
<b>SCADA Technician I</b>	<b>21</b>	<b>6,629</b>	<b>38.24</b>	<b>6,960</b>	<b>40.15</b>	<b>7,308</b>	<b>42.16</b>	<b>7,673</b>	<b>44.27</b>	<b>8,057</b>	<b>46.48</b>	<b>\$96,685</b>
<b>SCADA Technician, Senior</b>	<b>23</b>	<b>7,308</b>	<b>42.16</b>	<b>7,673</b>	<b>44.27</b>	<b>8,057</b>	<b>46.48</b>	<b>8,460</b>	<b>48.81</b>	<b>8,883</b>	<b>51.25</b>	<b>\$106,595</b>
Senior Supervisor, Construction / Inspection	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
Senior Supervisor, Distribution and Collections	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
Senior Supervisor, W/WW Operations	22	6,960	40.15	7,308	42.16	7,673	44.27	8,057	46.48	8,460	48.81	\$101,519
W/WW Treatment Plant Operator OIT	11	4,069	23.48	4,272	24.65	4,486	25.88	4,710	27.17	4,946	28.53	\$59,352
W/WW Treatment Plant Operator I	13	4,486	25.88	4,710	27.17	4,946	28.53	5,193	29.96	5,453	30.84	\$65,432
W/WW Treatment Plant Operator II	15	4,946	28.53	5,193	29.96	5,453	30.84	5,726	33.03	6,012	34.69	\$72,148
W/WW Treatment Plant Operator III	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543
W/WW Treatment Plant Operator, Senior	19	6,012	34.69	6,313	36.42	6,629	38.24	6,960	40.15	7,308	42.16	\$87,696
Water Conservation Coordinator	17	5,453	30.84	5,726	33.03	6,012	34.69	6,313	36.42	6,629	38.24	\$79,543

**Resolution 2019-44 Included the following Updates:**

- Addition of Purchasing Agent Classification
- Controls/Communication Technician titles updates to SCADA Technician
- Controls/Communication Senior Supervisor title updates to Electrical/SCADA Technician
- Electrician titles updated to Electrician/Instrumentation Technician
- Engineer - Civil updated to Engineer - Associate
- Engineer - Civil Associate updated to Engineer - Civil

**Resolution 2020-48 Included the following Updates:**

- Accountant I at Range 17 eliminated.
- Accountant II renamed to Accountant I
- Accountant III renamed to Accountant II
- Accounting Technician I at Range 10 eliminated.
- Accounting Technician II renamed to Accounting Technician I and range updated to 15
- Accounting Technician, Senior renamed to Accounting Technician II and range updated to 17
- Added Engineering Coordinator Job Classification

**Resolution 2021-XX Included the following Updates:**

- Electrician/Instrumentation Tech I range changed from range 15 to range 17
- Electrician/Instrumentation Tech II range changed from range 17 to range 19
- Electrician/Instrumentation Tech Senior range changed from range 19 to range 21
- Electrical/SCADA Senior Supervisor range changed from range 23 to range 25
- SCADA Technician I range changed from range 19 to range 21
- SCADA Technician Senior range changed from range 21 to range 23

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CALAVERAS COUNTY WATER DISTRICT**

**APPROVING A SIDE LETTER TO THE AGREEMENT BETWEEN  
THE CALAVERAS COUNTY WATER DISTRICT  
AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021  
EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2021**

**WHEREAS**, both the Board of Directors of the Calaveras County Water District (CCWD) and SEIU entered into an Agreement having an effective date of July 1, 2017 through June 30, 2021, the terms of which the Agreement are incorporated herein by this reference; and

**WHEREAS**, the Board of Directors agree to the increased salary range of the Electrical department classifications only to remain competitive and recruit highly skilled employees; and

**WHEREAS**, the Board of Directors agree to the increase the Electrical/SCADA Senior Supervisor from range 23 to range 25; and

**WHEREAS**, the Board of Directors agree to the increase the SCADA Technician I from range 19 to range 21 and the SCADA Technician Senior from range 21 to range 23; and

**WHEREAS**, the Board of Directors agree to the increase the Electrician/Instrumentation Technician I from range 15 to range 17, and the Electrician/Instrumentation Technician from range 17 to range 19, and the Electrical/Instrumentation Technician Senior from range 19 to range 21; and

**WHEREAS**, District staff has successfully met and conferred with the SEIU to address concerns regarding the range increase.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT approve increasing the salary ranges of the Electrical department classifications as depicted in the wage schedule effective April 16, 2021 attached hereto and made a part hereof.

**PASSED AND ADOPTED** by this 14<sup>th</sup> day of April, 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Jeff Davidson, President  
Board of Directors

**ATTEST:**

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Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: April 14, 2021

TO: Board of Directors

FROM: Michael Minkler, General Manager  
Rebecca Callen, Director of Administrative Services

RE: Recommendations in response to customer complaints about the office phone system

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## **RECOMMENDED ACTION:**

Discussion and direction regarding office phone system complaints and moving from the on-premises CISCO VoIP solution to a hosted solution with Ring Central.

## **SUMMARY:**

CCWD has received complaints from customers regarding its phone system for several years. One of the primary frustrations is difficulty connecting with a person who can provide assistance without having to navigate a cumbersome phone tree. In the most frustrating cases, calls reportedly go unanswered without explanation. Efforts to address the issues have had mixed results. The CCWD Board requested a review of the current system and recommendations to resolve these issues.

CCWD staff takes pride in delivering timely and effective service to customers and is committed to improving the District's responsiveness to all customer inquiries. A customer's ability to interact directly with District staff and receive prompt attention to their concerns are fundamental components of quality customer service. Addressing these issues and improving CCWD customers' overall experience is a top priority for the District. The renewed emphasis on the customer experience will be reflected in the District's new strategic plan, which is scheduled for adoption at the April 28<sup>th</sup> Board meeting.

This memorandum provides an overview of the District's phone system, current efforts to address customer complaints, and a potential new solution.

## **CCWD's Phone System:**

The District implemented a CISCO VoIP system in July 2009 and invested \$51,819.83 between hardware, software, and professional services. In November 2017, the District upgraded the system, inclusive of a new server, upgraded software, and professional

services at a cost of \$39,461.86. Annual costs include \$900 for the CISCO maintenance contract.

The Cisco phone system is a complex system that requires regular administration and updates. The system requires a high level of Cisco certification to operate and very few qualified technicians are available. A consultant generally costs anywhere from \$400-500 per hour to do anything beyond the basic functions CCWD staff can do in-house. Getting immediate assistance has proven to be difficult, as well. Consulting costs would likely range between \$10,000-15,000 in one-time costs to do a complete overhaul of the existing system.

Problems with the existing phone system include:

- Calls get inexplicably dropped or routed to extensions with no user or voicemail.
- The call forwarding feature is manual and limited to office phone lines that are programmed in the system.
- Long distance calls are charged via phone line carriers.
- The system has no recording capability and no dynamic or even simple accurate reporting available to determine if the phone system or staff can handle the traffic coming in or if there are other means of outreach that might work more effectively. When the upgrade occurred in 2017, a third-party software application called Infortel and was used to give basic call volume and information.
- Infortel and CISCO both require regular administration.

### **Efforts to Address Customer Complaints:**

Staff have made multiple efforts to change the phone tree to make it easier to reach a customer service representative. Recent changes include:

- The greeting was recently changed temporarily to provide detailed information in response to a recent problem with mail delivery that was prompting a high call volume.
- The phone tree has been streamlined so that the only two options available to the caller are to leave a message or be transferred to a customer service representative.
- Callers can now press zero at any time to be routed directly to a customer service representative.
- Calls are now routed directly to the representative whose phone has been idle for the longest period of time. This helps evenly distribute the call volume and facilitate responsiveness to inquiries.
- If the customer service representatives and the External Affairs Manager are unavailable to answer the call, it gets routed to an answering service to ensure the customer always reaches a person who, at a minimum, can take a message or contact the appropriate person in the event of an emergency.

CCWD has received complaints of calls going unanswered after selecting the option to reach a customer service representative, which is unacceptable. CCWD staff continue



to troubleshoot that issue but have not yet been able to recreate the problem. CCWD has not received an unanswered call complaint since the changes listed above were implemented.

The District also developed a new online submission form for customers to utilize if they prefer not to call or have trouble reaching a representative. The form is prominently available on the District's web site and gets included in direct customer outreach. Customers are advised that the District will provide a response within two business days, but responses are often provided much faster than that. The online form can decrease call volumes, which increases the likelihood that a representative is available for those who prefer to call. The form has been widely utilized since being introduced and is a successful new tool for customer communication.

Lastly, the District is working on a completely redesigned website. The new website will make it easier for customers to locate the information they need, including options for communicating with staff. The new website will go live within the next few months.

### **Phone System Replacement Options:**

On March 16, 2021 staff proposed a replacement phone system to the Finance Committee. The proposal was to move to a Districtwide solution that would incorporate cell phones and district-wide desk phones, in addition to the main office desk phones that current system is limited to. It would also create a call center, allow remote access for calls, and provide comprehensive reporting and recording capabilities to provide better support to staff and customers. The District currently operates under a segregated model where office phones are handled by a CISCO VoIP (Voice over Internet Protocol) system and field staff use a combination of cell phones and individual calling plans that vary by field office or plant.

The hosted solution provides the following advantages:

- It can be easily administered by existing staff, and not just IT staff.
- It can support remote workers for the call center (Customer Service should they need to work remotely)
- Cell phones can be incorporated just as desk phones are.
- Call recording and dynamic reporting capability.
- Eliminates long distance charges.
- Provides voicemail to text capability.
- Call flip to switch from cell to desk and vice versus (staff answered at their desk and need to run to their vehicle to finish the call).
- Provides web fax – eliminates physical fax machines. “Faxes” will go to individual emails or central email accounts.
- Gives the District an alternative solution for web solution meetings, should Teams ever fail.

This option gives the District the ability to identify issues, track dropped calls, and identify who called in, who called out, times of calls, and hold times. If a complaint is received,

the District would have the data available to research exactly what happened and resolve the issue.

The District currently pays \$15,261 across the multiple phone services, long distance charges, and CISCO annual licensing in addition to \$34,800 for cell phones. The proposal to switch to a Districtwide hosted solution would cost \$27,000 annually. While 100% of the \$15,261 could not be mitigated as use of analog lines for backup connectivity for certain offsite facilities is needed, about half of those costs could be saved to offset the new costs of a hosted solution, leaving a net increase of just over \$19k.

The District could also take a phased approach, with the first phase only incorporating the main office staff and their phones in the hosted solution. This would reduce the annual costs to about \$11,000 annually ( $\$24.99 \times 35$ ). The District would have savings of \$2,500 per year due to reduction in long distance calling charges and the annual CISCO maintenance. The net cost to the District would be \$8,500 per year. If successful, this alternative could be expanded to include the whole District.

The Finance Committee raised several questions in response to the proposal, including:

- 1) Considering our investment in the existing phone system, do we really need to replace it?
- 2) Why can't the District send IT staff to get CISCO certified to be able to program and maintain the existing system?
- 3) Why would the District spend an additional \$27,000 when we are already paying for cell phones?

The committee recommended a discussion with the full board and for staff to better explain the need to move away from the on-premises solution. The primary response to these questions is that the District does not have the in-house capability to program and maintain the existing system, which limits staff's ability to optimize functionality or troubleshoot problems.

The District has up to 70 employees who are all reliant on a computer, a cell phone, and over 30 systems that range from no IT administration to significant administration. The District has only one Information Systems staff person and the reliance on that individual and the complexity of the information technology landscape has drastically changed. It is logistically impossible for a single individual to keep abreast of every aspect of a constantly changing IT environment. Due to this, it is becoming more prevalent to utilize hosted solutions to supplement in-house resources where specific expertise is required, such a high-level Cisco certification.

Given the daily operational needs of the District, staff must be extremely selective over the best use of the IT staff time and the prioritization and capabilities of the individual. It cannot be stressed enough that CISCO is one of the most complicated VoIP systems available and due to this fact, very few resources are available to support it. For example, the Calaveras County Government Center has more than 10 in-house IT employees and still utilizes outside consultants to support their VoIP system.

**Recommended Action:**

Staff expect the recent changes to the phone tree and call routing to address many of the recent concerns raised by customers. In the past, positive results have unfortunately proven to be temporary and the phone system issues reoccur when changes to the system are needed. Replacing the existing phone system with a hosted solution is the surest way to comprehensively resolve these issues. The hosted solution also provides significant additional call tracking, call recording, and troubleshooting features. For these reasons, staff recommends migrating to a hosted solution utilizing the phased approach that is initially limited to main office phones.

Three vendors have been reviewed by the Director of Administrative Services and the IT Administrator. Additionally, supplemental support discussions have occurred should the District ever be in a position where staff cannot internally support the hosted solution and outside IT support providers have also weighed in. The staff conclusion is that Ring Central is the solution that best meets the overall needs of the District.

**FINANCIAL CONSIDERATIONS:**

Migration to a hosted solution likely would not occur until the next fiscal year. Accordingly, the costs discussed above for the implementation would be included in the 2021-22 Fiscal Year Budget.

# Agenda Item

**CALAVERAS COUNTY WATER DISTRICT**

**And**

**CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY**

DATE: April 14, 2021

TO: Michael Minkler, General Manager

FROM: Rebecca Callen, Director of Administrative Services

SUBJECT: Discussion/Action Granting Authorization to Issue Certificates of Participation for the Automatic Radio Read Meter Project and Approval of Related Legal Documents and Resolutions

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## **RECOMMENDED ACTION:**

### **Calaveras County Water District:**

Motion \_\_\_\_\_ / \_\_\_\_\_ adopting Resolution No. 2021- \_\_\_\_ Approving a Trust Agreement, Installment Sale Agreement, Assignment Agreement and Certain other Documents in Connection with the Authorization, Preparation, Sale and Delivery of Calaveras County Water District Public Financing Authority, Series 2021 Water Revenue Certificates of Participation, and Authorizing and Directing Certain Actions with Respect thereto.

Motion \_\_\_\_\_ / \_\_\_\_\_ adopting Resolution No. 2021-\_\_ Approving and Adopting USDA Rus Bulletin 1780-27 Loan Resolution Providing for The Incurrence of Indebtedness for the Purpose of Providing a Portion of the Cost of Acquiring, Constructing, Enlarging, Improving and/or Extending the Automatic Radio Read Meter Project

### **Calaveras County Public Financing Authority:**

Motion \_\_\_\_\_ / \_\_\_\_\_ adopting Resolution No. 2021 – PFA-01 Approving a Trust Agreement, Installment Sale Agreement, Assignment Agreement and Certain other Documents in Connection with the Authorization, Preparation, Sale and Delivery of Calaveras County Water District Public Financing Authority, Series 2021 Water Revenue Certificates of Participation, and Authorizing and Directing Certain Actions with Respect thereto.

## **BACKGROUND:**

On July 22, 2020, the Board of Directors approved the adoption of USDA Loan Resolution for AMR/AMI Radio Read Meter Project, CIP #11096, Authorizing and Acquiring and Installing Radio Meters.

The financing for the Project will come from a combination grant and loan from the United States Department of Agriculture (USDA), including a not-to-exceed \$5,000,000 loan component (the “Loan Component”) and a \$1,000,000 grant component. This type of financing requires utilizing the Calaveras County Water District Public Financing Authority (the “Authority”) to enter into certain agreements (described below) with the District. The Authority will then issue its Calaveras County Water District Public Financing Authority, Series 2021 Water Revenue Certificates of Participation, in the aggregate principal amount of the Loan Component (the “Certificates”).

## **SUMMARY OF FINANCING DOCUMENTS:**

The subject resolutions essentially authorize and approve the form of all the foundational legal documents (the “Financing Documents”) necessary to provide for the successful issuance of the Certificates. The adoption of each Resolution is a legal prerequisite to allow for the completion of the appropriate documentation necessary for the USDA/Certificates finalization. The accompanying Financing Documents comprise a financing structure that is considered standard for California government agencies to legally incur debt secured by water enterprise fund revenues, and is acceptable to USDA, as the purchaser of the Certificates. In using this financing structure, an installment sale arrangement must be established with a third-party governmental entity. The Authority is being used to serve this purpose for this financing transaction.

The Certificates will be repaid from Net Revenues of the Water Enterprise. “Net Revenues” means for any Fiscal Year (or other designated twelve (12) calendar month period), the Gross Revenues (i.e., all revenues generated by the Water Enterprise) during such Fiscal Year (or designated twelve (12) calendar month period) less the Operation and Maintenance Costs during such period.

The proposed Certificates are to be issued as limited obligation bonds, payable only from Net Revenues of the Water Enterprise, and therefore the District’s general fund, wastewater fund (or any other funds other the water enterprise fund to the extent of Net Revenues) will not be exposed to repayment risk.

The Financing Documents are being presented to both the District Board and Authority Board as “form-only documents.” The actual final forms cannot be produced at this time because some of the exact amounts, dates, and other information will not be known until the actual sale date. The subject resolutions authorize and direct certain District and Authority officers and staff to finalize the Financing Documents as and when appropriate, and to do all things necessary to provide for the issuance of the Certificates, which is expected to occur sometime in late April. If the final terms for any reason should fall outside the parameters established by the District and the Authority, staff will return for

further direction before finalizing the transaction, although we presently have no reason to believe that this will occur.

The Financing Documents can be succinctly summarized as follows: the Authority sells the Certificates directly to USDA and uses the proceeds to acquire and construct the Project. Pursuant to the Installment Sale Agreement the District is “purchasing” the Project from the Authority in exchange for making the semi-annual Installment Payments which are assigned to the “Trust Administrator” (which role is being served by the Director of Administrative Services of the District), who then makes corresponding semi-annual debt service payments directly to USDA as specified in the Trust Agreement and Assignment Agreement. The Certificates are to be issued as limited debt obligations, and therefore it is only the District’s Water Enterprise fund that is being exposed to repayment risk. The proposed Certificates are structured to be tax-exempt and are pre-payable at any time without penalty.

The draft Financing Documents, and a brief description of each, is as follows:

**Installment Sale Agreement:** This agreement provides for the sale of the Project to the Authority, and then back to the District in exchange for the District’s promise to make future semi-annual Installment Payments to the Authority, which semi-annual payments are commensurate with the debt service on the Certificates. This agreement also requires the District to maintain Net Revenues in excess of 125% total annual debt service on the Certificates as well as any existing and future parity debt. In addition to making the Installment Payments, the District covenants to acquire and construct the Project in accordance with proper plans and specifications, and then to maintain the Project throughout the term of the Installment Sale Agreement, pay taxes, if any, and to maintain various forms of insurance.

**Trust Agreement:** This document provides for execution and delivery of the Certificates to USDA in exchange for proceeds in the par amount thereof, and further establishes the covenants and specifics of the Certificates, including (i) the application of proceeds to pay for the acquisition and construction costs of the proposed Project (as well as payment of the costs of issuance for the Certificates), (ii) the establishment of a debt service reserve fund, (iii) the establishment of a short-lived assets reserve fund, (iv) the Trust Administrator’s duties, (v) repayment mechanisms, (vi) default and remedies provisions, and (vii) the Certificate Owners (i.e., USDA) rights and remedies.

**Assignment Agreement:** This document provides the terms and conditions under which the Authority assigns the District’s Installment Payments to the Trust Administrator, for ultimate payment to USDA.

**Purchase Offer:** The District will sell the Certificates to USDA pursuant to the terms of the Purchase Offer. The Purchase Offer outlines the conditions under which USDA will purchase the Certificates and requires the District to deliver all the duly authorized and executed documents and opinions at closing. The sale is scheduled in accordance with the parameters described above.

## FINANCIAL CONSIDERATIONS:

The attached Resolutions establish the legal and financial framework for the issuance of the Certificates for purpose of reimbursing the District for the costs incurred in connection with completing the acquisition and construction of the proposed Project. Pursuant to the Installment Sale Agreement, the District promises the owners of the Certificates (i.e., USDA) to annually budget and appropriate from the Water Enterprise Fund sufficient funds to make all Installment Payments pursuant to the Installment Sale Agreement. Annual payments and reserve requirements are expected to average \$168,000 per year for 40 years. The interest rate is expected to be 1.75%.

- Attachments:*
- 1. Resolution No. 2021-\_\_ Approving a Trust Agreement, Installment Sale Agreement, Assignment Agreement and Certain Other Documents in Connection with the Authorization, Preparation, Sale and Delivery of Calaveras County Water District Public Financing Authority, Series 2021 Water Revenue Certificate of Participation, and Authorizing and Directing Certain Actions with Respect thereto*
  - 2. Resolution No. 2021-\_\_ Approving and Adopting USDA Rus Bulletin 1780-27 Loan Resolution Providing for The Incurrence of Indebtedness for the Purpose of Providing a Portion of the Cost of Acquiring, Constructing, Enlarging, Improving and/or Extending the Automatic Radio Read Meter Project*
  - 2. Resolution No. 2021 – PFA-\_\_ Approving a Trust Agreement, Installment Sale Agreement, Assignment Agreement and Certain other Documents in Connection with the Authorization, Preparation, Sale and Delivery of Calaveras County Water District Public Financing Authority, Series 2021 Water Revenue Certificate of Participation, and Authorizing and Directing Certain Actions with Respect thereto*
  - 3. Installment Sale Agreement, dated as of April 1, 2021, by and between the Authority and the District*
  - 4. Trust Agreement, dated as of April 1, 2021, by and among the District, the Authority and the Director of Administrative Services, as trust administrator thereunder*
  - 5. Assignment Agreement, dated as of April 1, 2021, by and between the Authority and the Trust Administrator*
  - 6. Purchase Offer, by and between the Authority and USDA*

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CALAVERAS COUNTY WATER DISTRICT**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALAVERAS  
COUNTY WATER DISTRICT APPROVING AND ADOPTING USDA RUS  
BULLETIN 1780-27 LOAN RESOLUTION PROVIDING FOR THE  
INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF  
PROVIDING A PORTION OF THE COST OF ACQUIRING,  
CONSTRUCTING, ENLARGING, IMPROVING AND/OR EXTENDING THE  
AUTOMATIC RADIO READ METER PROJECT**

**WHEREAS**, the Board of Directors (the “Board”) of the Calaveras County Water District (the “District”), working together with the Calaveras County Water District Public Financing Authority, a joint powers entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”), have agreed to enter into certain contractual relations for the purpose, among other things, of providing financing for public capital improvements of the District; and

**WHEREAS**, the United States Department of Agriculture (USDA) Rural Development has issued a Letter of Conditions to fund the District’s Automatic Radio Read Meter Project (the “Project”), that includes a not-to-exceed \$5,000,000 loan component; and

**WHEREAS**, as part of the Letter of Conditions, the USDA requires that the Board adopt a RUS Bulletin 1780-27 Loan Resolution Authorizing and Providing for the Incurrence of Indebtedness for the Purpose of Providing for a portion of the Cost of Acquiring, Constructing, Enlarging, Improving and/or Extending the Calaveras County Water District Automatic Radio Read Meter Project (the “USDA Loan Resolution No. 1780-27”); and

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND RESOLVED BY THE BOARD OF DIRECTORS OF THE CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY AS FOLLOWS:**

**Section 1. Recitals and Findings.** The Board hereby specifically finds and declares that each of the statements, findings and determinations of the District set forth in the recitals set forth above and in the preambles of the USDA Loan Resolution No. 1780-27 approved herein are true and correct.

**Section 2. Authorized Representatives.** The President, General Manager and Secretary or Acting Secretary, and any other person authorized by the Board to act on behalf of the District shall each be an “Authorized Representative” of the District for the purposes of USDA Loan Resolution No. 1780-27, and are hereby authorized, jointly and severally, for and in the name of and on behalf of the District, to execute and deliver any and all documents and certificates that may be required, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to



effectuate the actions which the District has approved in this Resolution and USDA Loan Resolution No. 1780-27.

**Section 3. Approval and Adoption of USDA Loan Resolution No. 1780-27.** The Board hereby approves and adopts USDA Loan Resolution No. 1780-27, attached hereto and made a part hereof, on behalf of the Calaveras County Water District.

**Section 4. Official Actions.** Each Authorized Representative is hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate any of the transactions contemplated by the documents approved pursuant to this Resolution and USDA Loan Resolution No. 1780-27.

**Section 5. Effective Date.** This Resolution and USDA Loan Resolution No. 1780-27 shall take effect from and after the date of their passage and adoption.

**PASSED AND ADOPTED** this 14th day of April, 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Jeff Davidson, President  
Board of Directors

ATTEST:

---

Rebecca Hitchcock  
Clerk to the Board

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CALAVERAS COUNTY WATER DISTRICT**

**APPROVING A TRUST AGREEMENT, INSTALLMENT SALE AGREEMENT,  
ASSIGNMENT AGREEMENT AND CERTAIN OTHER DOCUMENTS IN  
CONNECTION WITH THE AUTHORIZATION, PREPARATION, SALE AND  
DELIVERY OF CALAVERAS COUNTY WATER DISTRICT PUBLIC  
FINANCING AUTHORITY, SERIES 2021 WATER REVENUE CERTIFICATE  
OF PARTICIPATION, AND AUTHORIZING AND DIRECTING CERTAIN  
ACTIONS WITH RESPECT THERETO**

**WHEREAS**, the Calaveras County Water District (the "District"), working together with the Calaveras County Water District Public Financing Authority, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), have agreed to enter into certain contractual relations for the purpose, among other things, of providing financing for public capital improvements of the District; and

**WHEREAS**, for the purpose of providing financing for the acquisition and construction of certain new domestic water facilities commonly referred to as the Automatic Radio Read Meter Project (the "Project"), the District is hereby requesting the Authority to issue its Calaveras County Water District Public Financing Authority, Series 2021 Water Revenue Certificate of Participation (Automatic Radio Read Meter Project), in the aggregate principal amount of not to exceed \$5,000,000 (the "Certificates"), all pursuant to and secured by a Trust Agreement (the "Trust Agreement"), dated as of April 1, 2021, by and among the District, the Authority and the Director of Administrative Services, as trust administrator thereunder (the "Trust Administrator"); and

**WHEREAS**, the District proposes to purchase the Project from the Authority pursuant to a certain Installment Sale Agreement (the "Installment Sale Agreement"), dated as of April 1, 2021, by and between the Authority and the District, whereby the District will make prescribed installment payments (the "Installment Payments") from the water enterprise fund, commensurate with the debt service scheduled for the repayment of the Certificates; and

**WHEREAS**, to further implement the foregoing, the Authority and the Trust Administrator propose to execute and enter into an Assignment Agreement (the "Assignment Agreement"), dated as of April 1, 2021, whereby the Authority will assign to the Trust Administrator all of its rights and entitlements under the Installment Sale Agreement, including but not limited to the entitlement to receive the Installment Payments from the District; and

**WHEREAS**, the District and Authority propose to sell the Certificates to the United States of America, Acting Through Rural Utility Service, United States Department of Agriculture, California (hereafter referred to as "USDA"), pursuant to USDA's Purchase Offer (the "Purchase Offer"), all on the terms and conditions herein set forth and as provided in the

Trust Agreement and Installment Sale Agreement, so long as the aggregate principal amount of the Certificates does not exceed \$5,000,000, and the average interest rate does not exceed two percent (2%) per annum; and

**WHEREAS**, the Board of Directors (the “Board”) desires to designate the Certificates for purposes of Paragraph (3) of Section 265(b) of the Code as a “Qualified Tax-Exempt Obligation;” and

**WHEREAS**, Section 5852.1 of the Government Code of the State of California (“Section 5852.1”) provides that the Board obtain and disclose, in a meeting open to the public, prior to authorization of the Certificates, good faith estimates of: (a) the true interest cost of the Certificates, (b) the finance charge of the Certificates, meaning the sum of all fees and charges paid to third parties, (c) the amount of proceeds of the Certificates received less the finance charge described above and any reserves or capitalized interest paid or funded with proceeds of the Certificates and (d) the sum total of all debt service payments on the Certificates calculated to the final maturity of the Certificates plus the fees and charges paid to third parties not paid with the proceeds of the Certificates; and

**WHEREAS**, in accordance with Section 5852.1, the Board has obtained such good faith estimates, and such estimates are disclosed in Section 9 hereof; and

**WHEREAS**, the Board, with the aid of its staff, has reviewed the Trust Agreement, the Installment Sale Agreement, the Assignment Agreement and the Purchase Offer, the forms of which are on file with the Clerk to the Board, and the Board wishes at this time to approve the foregoing in the public interests of the District; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the Project in the manner and upon the terms herein provided; and

**WHEREAS**, the Board wishes at this time to authorize all proceedings relating to the Project and the issuance of the Certificates and the execution and delivery of all agreements and documents relating thereto; and

**NOW, THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE CALAVERAS COUNTY WATER DISTRICT THAT:**

**Section 1. Recitals and Findings.** The Board hereby specifically finds and declares that each of the statements, findings and determinations of the District set forth in the recitals set forth above and in the preambles of the documents approved herein are true and correct and that the financing of the Project will result in significant public benefits. The Board hereby further finds and determines that (i) the total installment payments to

be paid under the Installment Sale Agreement does not exceed the fair market value of the Project as set forth in the Installment Sale Agreement, and (ii) the average maturity of the Certificates does not exceed 120% of the expected remaining weighted average economic useful life of the Project.

**Section 2. Authorized Representatives.** The President, Vice President, General Manager, Director of Administrative Services, Clerk to the Board, and any other person authorized by the Board to act on behalf of the District shall each be an “Authorized Representative” of the District for the purposes of structuring and providing for the issuance of the Certificates, and are hereby authorized, jointly and severally, for and in the name of and on behalf of the District, to execute and deliver any and all documents and certificates that may be required to be executed in connection with the sale and delivery of the Certificates (including the investment of proceeds of the Certificates), and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the District has approved in this Resolution.

**Section 3. Approval of the Issuance of the Certificates; Significant Public Benefits.** The Board hereby approves the issuance of the Certificates by the Authority in a principal amount of not to exceed \$5,000,000, and the average interest rate does not exceed two percent (2%) per annum, all as described herein. The Board hereby finds and determines that the issuance and sale of the Certificates by the Authority to USDA will result in savings in effective interest rates, underwriting costs and issuance costs and thereby result in significant public benefits to the District.

**Section 4. Appointment of Trust Administrator.** The Director of Administrative Services is hereby appointed to act as Trust Administrator under the Trust Agreement unless and until replaced in accordance with the provisions of the Trust Agreement.

**Section 5. Approval of Installment Sale Agreement.** The Board hereby authorizes and approves the purchase of the Project by the District pursuant to the Installment Sale Agreement. The Board hereby approves the Installment Sale Agreement in substantially the form on file with the Clerk to the Board together with any additions thereto or changes therein (including, but not limited to, the final amount of the sale price for the Project and the final debt service payment schedule) deemed necessary or advisable by an Authorized Representative of the District. Any Authorized Representative of the District is hereby authorized and directed to execute, and the Clerk to the Board is hereby authorized and directed to attest and affix the seal of the District to, the final form of the Installment Sale Agreement for and in the name and on behalf of the District and the execution thereof shall be conclusive evidence of the Board’s approval of any such additions and changes. The Board hereby authorizes the delivery and performance of the Installment Sale Agreement.

**Section 6. Approval of Trust Agreement.** The Board hereby approves the Trust Agreement in substantially the form on file with the Clerk to the Board and consents to such revisions, amendments and completions as shall be approved by an Authorized

Representative of the District. Any Authorized Representative of the District is hereby authorized and directed to execute, and the District Secretary is hereby authorized and directed to attest and affix the seal of the District to, the final form of the Trust Agreement for and in the name and on behalf of the District and the execution thereof shall be conclusive evidence of the Board's approval of any such additions and changes. The Board hereby authorizes the delivery and performance of the Trust Agreement.

**Section 7. Approval of Assignment Agreement.** The form of the Assignment Agreement presented to this meeting and on file with the Clerk to the Board, is hereby approved. Each of the Authorized Representatives is hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver to the Authority the Assignment Agreement in substantially said form, with such changes therein as the Authorized Representative or Representatives executing the Assignment Agreement may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of the Authorized Representatives.

**Section 8. Sale of Certificates.** The form of the Purchase Offer made by USDA, in substantially the form presented at this meeting and on file with the Clerk to the Board, is hereby ratified and approved, and each of the Authorized Representatives are each hereby authorized and directed to indicate the District's acceptance of such offer by the execution thereof, with such changes, insertions, and omissions as may be approved by such official, so long as the aggregate principal amount of the Certificates does not exceed \$5,000,000, and the interest rate does not exceed two percent.

**Section 9. Good Faith Estimates.** Set forth below are good faith estimates required under Section 5852.1 of the California Government Code (the "Code") for the Certificates. The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by this resolution.

(a) The true interest cost of the Certificates is estimated at 1.\_\_\_\_%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.

(b) The finance charge of the Certificates, including all fees and charges paid to third parties, is estimated at \$\_\_\_\_\_.

(c) Proceeds of the Certificates received by the District of \$\_\_\_\_\_ (estimated) less the finance charge set forth in (b) above, is equal to \$\_\_\_\_\_.

(d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$\_\_\_\_\_.

The foregoing are estimates and the final costs will depend on market conditions at the time of closing, and can be expected to vary from the estimated amounts set forth above.

**Section 10. Qualified Tax-Exempt Obligation.** The Board hereby designates the Installment Sale Agreement and the Certificates for purposes of Paragraph (3) of Section

265(b) of the Code as a “Qualified Tax-Exempt Obligation” and covenants that the Installment Sale Agreement and the Certificates do not constitute a private activity bond as defined in Section 141 of the Code and that the aggregate face amount of all tax-exempt obligations issued by the District (including all subordinate entities of the District and all entities which may issue obligations on behalf of the District) during the calendar year 2021 is not reasonably expected to exceed \$10,000,000, excluding, however, private activity bonds, as defined in Section 141 of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code) and current refunding obligations having a principal amount not in excess of the refunded obligation.

**Section 11. Official Actions.** Each Authorized Representative is hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate any of the transactions contemplated by the documents approved pursuant to this Resolution.

**Section 12. Effective Date.** This Resolution shall take effect from and after the date of its passage and adoption.

**PASSED AND ADOPTED** this 14th day of April, 2021 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

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Jeff Davidson, President  
Board of Directors

ATTEST:

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Rebecca Hitchcock  
Clerk to the Board

**RESOLUTION NO. 2021 – PFA-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CALAVERAS COUNTY WATER DISTRICT  
PUBLIC FINANCING AUTHORITY**

**APPROVING A TRUST AGREEMENT, INSTALLMENT SALE AGREEMENT,  
ASSIGNMENT AGREEMENT AND CERTAIN OTHER DOCUMENTS IN  
CONNECTION WITH THE AUTHORIZATION, PREPARATION, SALE AND  
DELIVERY OF CALAVERAS COUNTY WATER DISTRICT PUBLIC  
FINANCING AUTHORITY, SERIES 2021 WATER REVENUE CERTIFICATE  
OF PARTICIPATION, AND AUTHORIZING AND DIRECTING CERTAIN  
ACTIONS WITH RESPECT THERETO**

**WHEREAS**, the Calaveras County Water District Public Financing Authority (the “Authority”), a joint exercise of powers authority organized and existing under the laws of the State of California, was formed pursuant to the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), and is authorized pursuant to Article 4 of the Act to borrow money for the purpose of, among other things, making loans, buying securities, purchasing facilities, and providing for installment sale arrangements to assist the Calaveras County Water District (the “District”) further its public purposes; and

**WHEREAS**, the District has requested the assistance of the Authority to cause Series 2021 Water Revenue Certificate of Participation (Automatic Radio Read Meter Project) (the “Certificates”) to be delivered to the United States of America, Acting Through Rural Utility Service, United States Department of Agriculture, California (hereafter referred to as “USDA”) in the aggregate principal amount of not to exceed \$5,000,000 for the purpose of providing permanent long-term financing for the acquisition and construction of certain new domestic water facilities commonly referred to as the Automatic Radio Read Meter Project (the “Project”), and pay the costs of execution and delivery of the Certificates and incidental and related expenses, all pursuant to and secured by a Trust Agreement (the “Trust Agreement”), dated as of April 1, 2021, by and among the District, the Authority and the Director of Administrative Services of the District, as trust administrator (the “Trust Administrator”); and

**WHEREAS**, the Certificates will be sold to USDA pursuant to (i) Resolution No. \_\_\_\_\_ (Form RD 1780-27) adopted by the Board of Directors of the District (the “District Board”) on April 14, 2021, (ii) Resolution No. \_\_\_\_\_, adopted by the District Board on April 14, 2021; and (iii) this resolution (collectively, the “Resolutions”); and

**WHEREAS**, the District proposes to purchase the Project, from the Authority pursuant to a certain Installment Sale Agreement (the “Installment Sale Agreement”), dated as of April 1, 2021, by and between the Authority and the District; and

**WHEREAS**, the District will make installment payments pursuant to the Installment Sale Agreement (the “Installment Payments”) from the Net Revenues (as defined therein) of the Water System in order to purchase the Project from the Authority; and

**WHEREAS**, to implement the foregoing, the Authority and the Trust Administrator propose to execute and enter into an Assignment Agreement (the “Assignment Agreement”), dated as of April 1, 2021, whereby the Authority will assign to the Trust Administrator all of its rights and entitlements under the Installment Sale Agreement, including but not limited to the entitlement to receive the Installment Payments from the District; and

**WHEREAS**, the District and Authority propose to sell the Certificates to USDA pursuant to USDA’s Purchase Offer (the “Purchase Offer”), all on the terms and conditions herein set forth and as provided in the Trust Agreement and Installment Sale Agreement, so long as the aggregate principal amount of the Certificates does not exceed \$5,000,000; and

**WHEREAS**, the Authority, with the aid of its staff, has reviewed the Purchase Offer, the Trust Agreement, the Installment Sale Agreement and the Assignment Agreement, the forms of which are on file with the Secretary of the Board of Directors of the Authority (the “Secretary”), and the Board of Directors of the Authority (the “Board”) wishes at this time to approve the foregoing in the public interests of the Authority; and

**WHEREAS**, the Authority desires to designate the Certificates for purposes of Paragraph (3) of Section 265(b) of the Code as a “Qualified Tax-Exempt Obligation;” and

**WHEREAS**, in accordance with Section 5852.1, the Board has obtained such good faith estimates, and such estimates are disclosed in Section 6 hereof; and

**WHEREAS**, the Board, with the aid of its staff, has reviewed the Trust Agreement, the Installment Sale Agreement, the Assignment Agreement and the Purchase Offer, the forms of which are on file with the Secretary, and the Board wishes at this time to approve the foregoing in the public interests of the District; and

**WHEREAS**, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of such financing authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such financing for the Project in the manner and upon the terms herein provided; and

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND RESOLVED BY THE BOARD OF DIRECTORS OF THE CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY AS FOLLOWS:**

**Section 1. Recitals and Findings.** The Board hereby specifically finds and declares that each of the statements, findings and determinations of the Authority set forth in the recitals set forth above and in the preambles of the documents approved herein are true and correct.



**Section 2. Authorized Representatives.** The Chair, Vice Chair, Executive Director, Treasurer, Secretary, and any other person authorized by the Board to act on behalf of the Authority shall each be an “Authorized Representative” of the Authority for the purposes of structuring and providing for the issuance of the Certificates, and are hereby authorized, jointly and severally, for and in the name of and on behalf of the Authority, to execute and deliver any and all documents and certificates that may be required to be executed in connection with the execution and delivery of the Certificates, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Board has approved in this Resolution.

**Section 3. Certificates.** The Board hereby authorizes the preparation, sale and delivery of the Certificates in an aggregate principal amount not to exceed \$5,000,000 in accordance with the terms and provisions of the Trust Agreement.

**Section 4. Approval of Legal Agreements.** The form of the Installment Sale Agreement, the Trust Agreement, Purchase Offer and the Assignment Agreement presented at this meeting are approved. The Chair, Vice Chair, Executive Director, Treasurer or Secretary of the Authority, and any other person authorized by the Board to act on behalf of the Authority, is authorized and directed to execute, deliver or acknowledge said agreements. Such agreements shall be executed or acknowledged, as the case may be, in substantially the forms hereby approved, with such changes, insertions and omissions as may be recommended by the District and/or Authority and approved by the officers executing the same, said execution being conclusive evidence of such approval.

**Section 5. Appointment of Trust Administrator.** The Director of Administrative Services is hereby appointed to act as Trust Administrator under the Trust Agreement unless and until replaced in accordance with the provisions of the Trust Agreement.

**Section 6. Good Faith Estimates.** Set forth below are good faith estimates required under Section 5852.1 of the California Government Code (the “Code”) for the Certificates. The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by this resolution.

(a) The true interest cost of the Certificates is estimated at 1.\_\_\_\_%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.

(b) The finance charge of the Certificates, including all fees and charges paid to third parties, is estimated at \$\_\_\_\_\_.

(c) Proceeds of the Certificates received by the Authority of \$\_\_\_\_\_ (estimated) less the finance charge set forth in (b) above, is equal to \$\_\_\_\_\_.

(d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$\_\_\_\_\_.

The foregoing are estimates and the final costs will depend on market conditions at the time of closing, and can be expected to vary from the estimated amounts set forth above.

**Section 7. Qualified Tax-Exempt Obligation.** The Board hereby designates the Installment Sale Agreement and the Certificates for purposes of Paragraph (3) of Section 265(b) of the Code as a “Qualified Tax-Exempt Obligation” and covenants that the Certificates do not constitute a private activity bond as defined in Section 141 of the Code and that the aggregate face amount of all tax-exempt obligations issued by the Authority (including all subordinate entities of the Authority and all entities which may issue obligations on behalf of the Authority) during the calendar year 2021 is not reasonably expected to exceed \$10,000,000, excluding, however, private activity bonds, as defined in Section 141 of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code) and current refunding obligations having a principal amount not in excess of the refunded obligation.

**Section 8. Other Actions.** The Chair, Vice Chair, Executive Director, Treasurer or Secretary, and such other officers of the Authority are authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the sale and delivery of the Certificates, and the delivery of the Purchase Offer, Installment Sale Agreement, Trust Agreement and Assignment Agreement and otherwise effectuate the purposes of this Resolution.

**Section 9. Effect.** This Resolution shall take effect immediately from and after the date of its passage and adoption.

**THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED** by the members of the Calaveras County Water District Public Financing Authority at its regular meeting held on April 14, 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Jeff Davidson, Chair

ATTEST:

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Rebecca Hitchcock, Secretary

\* \* \* \* \*

I hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, at a regular meeting of the Board of Directors thereof duly called and held at the office of the Authority on the 14th day of April, 2021.

(SEAL)

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Rebecca Hitchcock, Secretary

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**INSTALLMENT SALE AGREEMENT**

**Dated as of April 1, 2021**

**by and between the**

**CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY,  
as Seller**

**and the**

**CALAVERAS COUNTY WATER DISTRICT,  
as Purchaser**

**Relating to**

**\$5,000,000  
CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY  
(Calaveras County, California)  
SERIES 2021 WATER REVENUE CERTIFICATE OF PARTICIPATION  
(Automatic Radio Read Meter Project)  
BANK QUALIFIED**

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## **INSTALLMENT SALE AGREEMENT**

**THIS INSTALLMENT SALE AGREEMENT**, dated as of April 1, 2021, by and between the CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as seller (the “Authority”), and the CALAVERAS COUNTY WATER DISTRICT, a county water district duly organized and validly existing under the constitution and laws of the State of California, as purchaser (the “District”);

### ***WITNESSETH:***

**WHEREAS**, the District wishes to finance the acquisition and construction of certain improvements to its water system (the “Water System”), as more particularly described in Exhibit A hereto (the “Project”); and

**WHEREAS**, the Authority has been formed for the purpose, among others, of assisting municipalities such as the District in the financing of public capital improvements within or of benefit to the District; and

**WHEREAS**, to that end, the Authority will cause the execution and delivery of Series 2021 Water Revenue Certificates in the principal amount of \$5,000,000 (the “Certificates”), and apply the proceeds of the sale thereof to the acquisition and construction of the Project; and

**WHEREAS**, the District has determined to purchase the Project from the Authority pursuant to this Installment Sale Agreement; and

**WHEREAS**, the District will make installment payments pursuant to this Installment Sale Agreement (the “Installment Payments”) from the Net Revenues (as defined herein) of the Water System in order to purchase the Project from the Authority; and

**WHEREAS**, the Authority will assign its right to receive Installment Payments to the Director of Administrative Services of the Calaveras County Water District, as trust administrator, pursuant to an Assignment Agreement, dated as of April 1, 2021 (the “Assignment Agreement”) for the benefit of the Owners (as defined herein) of the Certificates;

**NOW, THEREFORE**, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### GENERAL

**Section 1.01. Definitions.** Unless the context otherwise requires, the terms defined in the Trust Agreement, dated as of April 1, 2021, by and among the Director of Administrative Services of the Calaveras County Water District, as Trust Administrator, the Authority and the District, shall, for all purposes of this Installment Sale Agreement, have the meanings specified therein.

**Section 1.02. Representations, Covenants and Warranties.** The District and the Authority represent, covenant and warrant to each other as follows:

(a) Each is validly organized and existing under the laws of the State.

(b) The laws of the State authorize each to enter into this Installment Sale Agreement and the Trust Agreement and to enter into the transactions contemplated by and to carry out its obligations under each of the aforesaid agreements, and each is duly authorized to execute such agreements.

(c) The execution and delivery of this Installment Sale Agreement, the Trust Agreement, the fulfillment of or compliance with the terms and conditions hereof or thereof, and the consummation of the transactions contemplated by this Installment Sale Agreement and the Trust Agreement do not conflict with and do not result in a material breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which either is now a party or by which either is bound or constitutes a default under any such agreement or instrument.

(d) Each has duly executed this Installment Sale Agreement and the Trust Agreement in accordance with the laws of the State.

(e) The Project has not been the subject of a previous conveyance by the District.

(f) The District has not issued or incurred any obligations which are currently outstanding having any priority in payment out of the Gross Revenues or the Net Revenues over the payment of the Installment Payments as provided herein.

### **Section 1.03. Written Certificates.**

(a) **Contents.** Every Written Certificate provided for in this Installment Sale Agreement with respect to compliance with any provision hereof (other than Written Certificates delivered on the Closing Date) shall include (a) a statement that the person making or giving such Written Certificate or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the Written Certificate is based; (c) a statement that, in the opinion of such person, he or she has made or caused to be made such examination or investigation as is necessary to enable him or her to express an informed opinion with respect to the subject matter referred to in the instrument to which his or her signature is affixed; (d) a statement of the assumptions upon which such Written Certificate is based,



and that such assumptions are reasonable; and (e) a statement as to whether, in the opinion of such person, such provision has been complied with.

**(b) Reliance.** Any such Written Certificate made or given by a District Representative may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an accountant, unless such District Representative knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such Written Certificate may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the District, as the case may be) upon a certificate or opinion of or representation by a District Representative, unless such counsel or accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which such person's certificate or opinion or representation may be based is erroneous. The same District Representative, or the same counsel or accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Installment Sale Agreement, but different officers, counsel or accountants may certify to different matters, respectively.

**Section 1.04. Exhibits.** The following Exhibits are attached to, and by this reference are made a part of, this Installment Sale Agreement:

- Exhibit A:     Project Description**
- Exhibit B:     Installment Payments Schedule**

## ARTICLE II

### DEPOSITS; PAYMENTS; CONSTRUCTION

**Section 2.01. Deposit of Moneys.** The Authority shall cause to be deposited with the Trust Administrator, the amounts derived, from time to time, as advances of the proceeds of the Certificates (to be an aggregate of not to exceed \$5,000,000) in the funds as provided in the Trust Agreement.

**Section 2.02. Payment of Construction Costs and Delivery Costs.** Payment of the Construction Costs and Delivery Costs shall be made from the moneys deposited with the Trust Administrator in the Construction Fund, which moneys shall be disbursed for such purpose in accordance and upon compliance with Sections 3.02 and 3.03, respectively, of the Trust Agreement. The District hereby covenants to pay necessary Construction Costs and Delivery Costs in excess of amounts available from Certificates proceeds from any legally available source of funds.

**Section 2.03. Unexpended Proceeds.** In accordance with Section 3.04 of the Trust Agreement, all excess moneys remaining in the Construction Fund and not required for payment of Construction Costs shall be transferred to the Installment Payment Fund and applied to the prepayment of Certificates.

**Section 2.04. Construction of Project.** The Authority hereby appoints the District as its agent to acquire and construct the Project.

## ARTICLE III

### PROJECT SALE AND TITLE; INSTALLMENT PAYMENTS; NET REVENUES

**Section 3.01. Sale.** The Authority hereby sells, bargains and conveys the Project to the District, and the District hereby purchases the Project from the Authority upon the terms and conditions set forth in this Installment Sale Agreement.

**Section 3.02. Title.** The District and the Authority agree that title to the Project, and each component thereof, shall be deemed conveyed to and vested in the District upon the completion of the acquisition, construction and installation thereof. The Authority and its officers shall take all actions necessary to vest in the District all of the Authority's rights in and title to the Project.

**Section 3.03. Assignment by the Authority.** The Authority's right, title and interest in this Installment Sale Agreement, including the right to receive and enforce payment of the Installment Payments to be made by the District under this Installment Sale Agreement, have been assigned to the Trust Administrator, subject to certain exceptions, pursuant to the Assignment Agreement, to which assignment the District hereby consents. The District understands and agrees that the Authority has assigned its right, title and interest (but not its duties or obligations) in this Installment Sale Agreement to the Trust Administrator pursuant to the Assignment Agreement for the benefit of the Owners of the Certificates. The Authority hereby directs the District, and the District hereby agrees, to pay to the Trust Administrator at the Trust

Administrator's Trust Office or at such other place as the Trust Administrator shall direct in writing, all payments payable by the District pursuant to this Installment Sale Agreement.

**Section 3.04. Term of the Installment Sale Agreement.** The Term of the Installment Sale Agreement shall be as provided in the Trust Agreement.

**Section 3.05. Installment Payments.**

(a) **Obligation to Pay.** The District agrees to pay to the Authority, its successors and assigns, as the purchase price of the Project, the Installment Payments, consisting of components of principal and interest, on the Installment Payment Dates and in the amounts specified in Exhibit B hereto, except such amounts shall be reduced by moneys on deposit in the Installment Payment Fund and credited to the payment of Installment Payments next due; provided that the amount of the respective Installment Payments shall remain subject to modification to reflect the facts that (a) the corresponding proceeds received from the Government on account of the sequential purchase of the Certificates will be received in installments, with the result that interest components of the Installment Payments will be less than shown in Exhibit B for the period during which such proceeds are being received from the Government, and (b) the aggregate principal amount of the proceeds received from the Government may ultimately be less than the \$5,000,000 Principal Amount of the Certificates, in which case both the principal installments and the interest installments shown in Exhibit B will be modified to correspond to the actual aggregate principal amount received. The Installment Payments shall be payable solely from Net Revenues as hereinafter provided.

(b) **Reduction upon Partial Prepayment.** In the event the District prepays less than all of the remaining principal components of the Installment Payments pursuant to Sections 4.02 and 4.03 hereof, the amount of such prepayment shall be applied to reduce the principal component of the subsequent remaining Installment Payments in any manner as directed by the District in a Written Certificate and the interest component of each subsequent remaining Installment Payment shall be reduced by the aggregate corresponding amount of interest which would otherwise be payable with respect to the Certificates redeemed as a result of such prepayment.

(c) **Rate on Overdue Payments.** In the event the District should fail to make any of the payments required in this Section 3.05 so that there are insufficient moneys on hand in the Installment Payment Fund to pay any Installment Payment in full on an Installment Payment Date, the Installment Payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the date thereof at the rate of interest payable with respect to the Certificates.

**Section 3.06. Special Obligation of the District.**

(a) **Limitations.** The District's obligation to pay the Installment Payments shall be a special obligation limited solely to Net Revenues. Under no circumstances shall the District be required to advance any moneys derived from any source of income other than the Net Revenues and other sources specifically identified herein for the payment of the Installment Payments, nor shall any other funds or property of the District be liable for the payment of the Installment Payments.

**(b) Obligations Unconditional.** Subject to Section 3.06(a), the obligations of the District to make the Installment Payments from Net Revenues and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach of the District, the Authority or the Trust Administrator of any obligation to the District or otherwise with respect to the Project, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the District by the Authority or the Trust Administrator.

**(c) Obligations Specified.** Until such time as all the Installment Payments shall have been fully paid or prepaid, the District:

**(i)** will not suspend, abate, or discontinue any payments specified in Section 3.05 hereof;

**(ii)** will perform and observe all other agreements contained in this Installment Sale Agreement; and

**(iii)** will not terminate the Term of the Installment Sale Agreement for any cause, including, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Authority or the Trust Administrator to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement, the Assignment Agreement or this Installment Sale Agreement.

**(d) Authority Obligations.** Nothing contained in this Section 3.06 shall be construed to release the Authority from the performance of any of the agreements on its part herein contained, and in the event the Authority shall fail to perform any such agreements on its part, the District may institute such action against the Authority as the District may deem necessary to compel performance so long as such action does not abrogate the obligations of the District contained in Section 3.06(b) above. The District may, however, at the District's own cost and expense and in the District's own name or in the name of the Authority prosecute or defend any action or proceeding or take any other action involving third persons which the District deems reasonably necessary in order to secure or protect the District's right of possession, occupancy and use hereunder, and in such event the Authority hereby agrees to cooperate fully with the District and to take such action necessary to effect the substitution of the District for the Authority in such action or proceeding if the District shall so request.

**Lien.** **Section 3.07. Pledge of Net Revenues; Transfer to Pay Installment Payments; Release from**

**(a) Pledge of Net Revenues.** The District hereby agrees that the payment of the Installment Payments shall be secured by a first pledge, charge and lien upon Net Revenues which pledge, charge and lien are on a parity with any Parity Debt, and Net Revenues sufficient to pay the

Installment Payments as they become due and payable are hereby pledged, charged, assigned, transferred and set over by the District to the Authority and its assigns for the purpose of securing payment of the Installment Payments. The Net Revenues shall constitute a trust fund for the security and payment of the Installment Payments.

**(b) Transfer to Pay Installment Payments.** In order to provide for the payment of Installment Payments when due, the District shall, on or before each Installment Payment Date, transfer to the Trust Administrator for deposit into the Installment Payment Fund the amount indicated in Exhibit B attached hereto as required for the next occurring Installment Payment Date. Notwithstanding Exhibit B attached hereto, the District shall be obligated to make Installment Payments sufficient to pay all principal and interest due with respect to the Certificates.

**(c) Release from Lien.** Following the transfers described in paragraph (b) of this Section 3.07 with respect to Net Revenues allocable to such Fiscal Year in excess of amounts required for the payment of Parity Debt, if any issued or incurred in accordance with Section 3.09(b), and for the replenishment of the Reserve Fund in such Fiscal Year shall be released from the lien of this Installment Sale Agreement and shall be available for any lawful purpose of the District.

**Section 3.08. Rate Covenant.** The District hereby covenants that it shall prescribe, revise and collect such charges for the services and facilities of the Water System which, after allowances for contingencies and error in the estimates, shall produce Gross Revenues sufficient in each Fiscal Year to provide Net Revenues equal to at least 1.25 times (i) the Installment Payments coming due and payable during such Fiscal Year, (ii) all payments required with respect to Parity Debt and (iii) amounts required to replenish the Reserve Fund, as required by Section 6.06 of the Trust Agreement.

### **Section 3.09. Limitations on Future Obligations Secured by Net Revenues.**

**(a) No Obligations Superior to Installment Payments.** In order to protect further the availability of the Net Revenues and the security for the Installment Payments and any Parity Debt, the District hereby agrees that the District shall not, so long as any Certificates are outstanding, issue or incur any obligations payable from Gross Revenues or Net Revenues superior to the Installment Payments or any Parity Debt.

**(b) Parity Debt.** The District further covenants that, except for obligations issued or incurred to prepay the Installment Payments in full pursuant to Section 4.02 hereof, the District shall not issue or incur any Parity Debt unless:

**(i)** The District is not in default under the terms of this Installment Sale Agreement;

**(ii)** Net Revenues, calculated on sound accounting principles, either (i) as shown by the books of the District for the latest Fiscal Year, as verified by a certificate of an Authorized Representative of the District, or (ii) as shown by the books of the District for any more recent twelve (12) month period selected by the District, as verified by a certificate or opinion of an Independent Certified Public Accountant employed by the District, plus in either case (at the option of the District) the Additional Revenues, shall be at least equal to

one hundred twenty-five percent (125%) of the amount of Maximum Annual Debt Service on all outstanding Parity Obligations and the Parity Obligations to be issued.

(iii) So long as all of the Outstanding Certificates are held by the Original Purchaser, the prior written consent of such Original Purchaser shall have been obtained.

**Section 3.10. Additional Payments.** In addition to the Installment Payments, the District shall pay, from Net Revenues, when due all costs and expenses incurred by the Authority to comply with the provisions of the Trust Agreement and this Installment Sale Agreement, including, without limitation all Delivery Costs (to the extent not paid from amounts on deposit in the Construction Fund), compensation due to the Trust Administrator for its fees, costs and expenses incurred under the Trust Agreement and the Assignment Agreement and all costs and expenses of attorneys, auditors, engineers and accountants.

**Section 3.11. Payments to Reserve Fund.** In addition to the Installment Payments, the District shall pay to the Trust Administrator from Net Revenues for deposit in the Reserve Fund (a) on each Principal Payment Date, and for the Term of the Installment Sale Agreement, an amount equal to one-tenth (1/10th) of an average annual Installment Payment, and (b) such amounts as shall be required to replenish the Reserve Fund in the event of a draw therefrom or a valuation determines that a deficiency exists therein, all in accordance with Section 6.06 of the Trust Agreement; provided, however, that in the event the amount on deposit in the Reserve Fund reaches the Reserve Requirement, the District shall discontinue the aforesaid payments to the Reserve Fund (except to the extent necessary to replenish the Reserve Fund) and any further interest earnings on the Reserve Fund shall be allocated under Section 8.03 of the Trust Agreement.

**Section 3.12. Payments to Short-Lived Assets Reserve Fund.** In addition to the Installment Payments, the District shall pay to the Trust Administrator from Net Revenues an initial amount of \$5,000 into the Short-Lived Assets Reserve Fund on or before the Closing Date, and shall annually (by not later than June 30 of each year) thereafter deposit into the Short-Lived Assets Reserve Fund the amount of \$5,000 from Net Revenues in the order of priority set forth in Section 5.04 of the Trust Agreement for as long as any of the Certificates remain outstanding.

The District may withdraw amounts on deposit in the Short-Lived Assets Reserve Fund from time to time to pay for timely replacement of “short-lived assets” of the Water System, which for purposes of this Section shall mean any component or assets of the Water System, including without limitation pumps, paint and small equipment, that will need to be repaired or replaced over a one to fifteen-year period, the cost of which is not included within the definition of Operation and Maintenance Costs.

Notwithstanding the foregoing, before each June 30 the District shall evaluate the status and condition of short-lived assets of the Water System and, if such evaluation suggests that a lesser or greater deposit is required in order to provide for the timely replacement of any short-lived assets, the District may upon consultation by the District with the Government decrease the amount of the annual deposit into the Short-Lived Assets Reserve Fund if a lesser amount is indicated, but shall increase the amount of the annual deposit in to the Short-Lived Assets Reserve Fund if a greater amount is indicated.

## ARTICLE IV

### PREPAYMENT OF INSTALLMENT PAYMENTS

**Section 4.01. Prepayment.** The District shall have the right to prepay the Installment Payments, but only in the manner, at the times and in all respects in accordance with the provisions of this Article IV.

**Section 4.02. Optional Prepayment.** Subject to the terms and conditions of this Section 4.02, the Authority hereby grants an option to District to prepay the Installment Payments in full, by paying the total unpaid principal component of the Installment Payments as set forth in Exhibit B or in part, but not in an amount of less than the Denomination Amount or any integral multiple thereof, at any one time. Said option may be exercised on any date following written notice by the District to the Authority and the Trust Administrator of the exercise of such option at least sixty (60) days prior to date designated for prepayment. Such option shall be exercised in the event of prepayment in full, by depositing with the Trust Administrator by the applicable prepayment date cash in an amount sufficient to pay the total unpaid principal component of the Installment Payments as set forth in Exhibit B, together with any Installment Payments then due but unpaid together with accrued interest to the prepayment date, or, in the event of prepayment in part, by depositing with the Trust Administrator by the applicable date of prepayment, an amount divisible by the Denomination Amount equal to the amount desired to be prepaid together with any Installment Payments then due but unpaid together with accrued interest on the amount to be prepaid to the prepayment date.

In the event of prepayment in part, the Authority or District shall revise the Exhibit B Schedule of Installment Payments, which schedule shall take into account such prepayment and shall be and become for all purposes thereafter the “Amended Exhibit B to the Installment Sale Agreement.”

**Section 4.03. Mandatory Prepayment from Net Proceeds of Insurance or Condemnation and from Unexpended Proceeds.** The District shall be obligated to prepay the Installment Payments in whole or in part on any Installment Payment Date from and to the extent of (a) any Net Proceeds of any insurance or condemnation award theretofore deposited in the Installment Payment Fund for such purpose pursuant to Section 5.07 hereof or pursuant to Section 7.02 of the Trust Agreement; and (b) from any excess monies remaining in the Construction Fund and not required for payment of Construction Costs (“Unexpended Proceeds”). The District and the Authority hereby agree that such Net Proceeds and Unexpended Proceeds shall be credited towards the District’s obligations under this Section 4.03. Except in the case of such prepayment of the Installment Payments in full, such payment shall be in addition to the Installment Payment required to be paid by the District on such date.

**Section 4.04. Credit for Amounts on Deposit.** In the event the District elects or is required to prepay the Installment Payments in full under this Article IV, such that the Trust Agreement shall be discharged by its terms as a result of such prepayment, all amounts then on deposit in the Installment Payment Fund, the Construction Fund or the Reserve Fund shall be credited towards the amounts required to be so prepaid.

**Section 4.05. Security Deposit.** Notwithstanding any other provision of this Installment Sale Agreement, the District may, on any date, secure the payment of Installment Payments by a deposit with the Trust Administrator, as escrow holder under an escrow deposit and trust agreement as referenced in Section 14.01(d) of the Trust Agreement, of:

**(a) All Installment Payments.** in the case of a security deposit relating to all Installment Payments, either (i) an amount which, together with amounts on deposit in the Installment Payment Fund and the Reserve Fund, is sufficient to pay all unpaid Installment Payments, including the principal and interest components thereof, in accordance with the Installment Payment schedule set forth in Exhibit B attached hereto, or (ii) Discharge Obligations, together with cash, if required, in such amount as will, in the opinion of nationally-recognized bond counsel and of an independent certified public accountant, together with interest to accrue thereon and, if required, all or a portion of moneys or Discharge Obligations then on deposit in the Installment Payment Fund and the Reserve Fund, be fully sufficient to pay all unpaid Installment Payments on their Installment Payment Date; or

**(b) Portion of Installment Payments.** in the case of a security deposit relating to a portion of the Installment Payments both (i) a Written Certificate executed by a District Representative designating the portion of the Installment Payments to which the deposit pertains, and (ii) cash or Discharge Obligations, in such amount as will, together with interest to be received thereon, if any, and an allocable portion of amounts on deposit in the Installment Payment Fund and the Reserve Fund, be fully sufficient in the opinion of an independent certified public accountant, to pay the portion of the Installment Payments designated in the aforesaid District Representative's Written Certificate.

**(c) Effect.** In the event of a deposit pursuant to this Section 4.05, all obligations of the District under this Installment Sale Agreement pertaining to the portion of the Installment Payments for which the deposit has been made shall cease and terminate, excepting only the obligation of the District to make, or cause to be made, all Installment Payments, or the portion of Installment Payments to which the deposit pertains, from the deposit made by District pursuant to this Section 4.05. Such deposit shall be deemed to be and shall constitute a special fund for the payment of Installment Payments in accordance with the provisions of this Installment Sale Agreement; and further provided that any security deposit relating to the Project shall not affect the covenant of the District contained in Section 3.09 hereof in the event such security deposit is insufficient to pay or prepay all Installment Payments relating to the Project when and as the same become due and payable. Upon said deposit, the Authority will execute or cause to be executed any and all documents as may be necessary to release the security provided hereby to the extent of such deposit.

**(d)** Notwithstanding any contrary provision contained herein, so long as the Government is the Owner of the Certificates, the Certificates may not be defeased.

## ARTICLE V

### MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

#### Section 5.01. Maintenance, Taxes and Assessments, Contests.

**(a) Operation.** The District covenants to operate the Water System in an efficient and economical manner and operate, maintain and preserve the Water System in good repair and working order in accordance with customary standards and practices applicable to similar facilities.

**(b) Taxes and Assessments.** The District shall also pay or cause to be paid all taxes and assessments of any type or nature charged to the Authority or the District or levied, assessed or charged against the Water System or the respective interests or estates therein; provided that with respect to special



assessments or other governmental charges that may lawfully be paid in installments over a period of years, the District shall be obligated to pay only such installments as are required to be paid during the Term of the Installment Sale Agreement as and when the same become due.

(c) **Contest.** The District may, at the District's expense and in its name, in good faith contest any such taxes, assessments and charges and, in the event of any such contest, may permit the taxes, assessments or charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority shall notify the District that, in the opinion of Independent Counsel, by nonpayment of any such items, the Project or any part thereof will be subject to loss or forfeiture, in which event the District shall promptly pay such taxes, assessments or charges or provide the Authority with full security against any loss which may result from nonpayment, in form satisfactory to the Authority.

**Section 5.02. Modification of Project.** The District shall, at its own expense, have the right to remodel the Project or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Project and be subject to the provisions of this Installment Sale Agreement. Such additions, modifications and improvements shall not in any way damage the Project or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Project, upon completion of any additions, modifications and improvements made pursuant to this Section 5.02, shall be of a value which is not substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements.

**Section 5.03. Installation of District's Equipment.** The District may at any time and from time to time, in its sole discretion and at its own expense, install or permit to be installed other items of equipment or other personal property in or upon the Project. All such items shall remain the sole property of the District, in which neither the Authority nor the Trust Administrator shall have any interest, and may be modified or removed by the District at any time provided that the District shall repair and restore any and all damage to the Project resulting from the installation, modification or removal of any such items. Nothing in this Installment Sale Agreement shall prevent the District from purchasing items to be installed pursuant to this Section 5.03 under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof.

**Section 5.04. Public Liability and Property Damage Insurance.**

(a) **Insurance Policies.** The District shall maintain or cause to be maintained, throughout the Term of the Installment Sale Agreement, insurance policies, including a standard comprehensive general insurance policy or policies in protection of the District, its members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by reason of the construction or operation of the Water System (but only if such insurance is available at reasonable cost on the open market from reputable insurance companies). Such policy or policies shall afford protection in such amounts, with such deductibles, as are usually covered in connection with operations similar to the Water System. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried by the District, and may be maintained in the form of insurance maintained through a nonprofit public benefit corporation created for such purpose or in the form of self-insurance by the District.

**(b) Self-Insurance.** If the District shall maintain self-insurance, it shall supply to the Trust Administrator a statement of sufficiency by an independent insurance consultant or the District's risk manager on an annual basis as described in Section 5.06 hereof.

**(c) Application of Net Proceeds.** The Net Proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

#### **Section 5.05. Fire and Extended Coverage Insurance.**

**(a) Insurance Policies.** The District shall procure and maintain, or cause to be procured and maintained, throughout the Term of the Installment Sale Agreement, insurance against loss or damage to any above-ground structures, including District-owned equipment and machinery housed therein, constituting any part of the Water System by fire and lightning, with extended coverage insurance but not including earthquake insurance. Such insurance need not include reservoirs, standpipes and elevated tanks. Such insurance shall be in an amount which is not less than 100% of the replacement cost of the Project. Such insurance may be subject to a deductible clause of not to exceed ten percent of said replacement cost for any one loss. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the District, and may be maintained in the form of insurance maintained through a nonprofit public benefit corporation created for such purpose or in the form of self-insurance by the District.

**(b) Self-Insurance.** If the District shall maintain self-insurance, it will supply to the Trust Administrator a statement of sufficiency by an independent insurance consultant or the District's risk manager on an annual basis as described in Section 5.06 hereof.

**(c) Application of Net Proceeds.** Net Proceeds of such insurance shall be applied as provided in Section 5.07 hereof.

**Section 5.06. Insurance Net Proceeds; Form of Policies.** The insurance required by Section 5.05 hereof shall provide that all applicable proceeds thereunder shall be payable to the Trust Administrator for the benefit of the Certificate Owners. The District shall pay or cause to be paid when due the premiums for all insurance policies required by this Installment Sale Agreement. All such policies shall provide that the Authority and the Trust Administrator are named as additional insureds and that the Trust Administrator shall be given thirty (30) days' notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby. The Trust Administrator shall not be responsible for the sufficiency of any insurance herein required or for the obtaining of such insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the District. The District shall cause to be delivered to the Trust Administrator annually, no later than the end of each Fiscal Year, a Written Certificate signed by a District Representative stating that the District is in compliance with Sections 5.04 and 5.05 of this Agreement. The Trust Administrator may conclusively rely on such Written Certificates.

#### **Section 5.07. Application of Net Proceeds.**

(a) **From Insurance Award.** The Net Proceeds of any insurance award resulting from any damage to or destruction of the Project by fire or other casualty shall be deposited in the Insurance and Condemnation Fund by the Trust Administrator promptly upon receipt thereof and, if the District Representative notifies the Trust Administrator in writing of the District's determination that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of the District, then such Net Proceeds shall be promptly transferred by the Trust Administrator to the Installment Payment Fund to be applied as provided in Section 4.03 hereof. All Net Proceeds deposited in the Insurance and Condemnation Fund and not so transferred shall be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by the District, upon receipt of a requisition, signed by the District Representative and, so long as all of the Outstanding Certificates are held by the Original Purchaser, the Owner of the Certificates stating with respect to each payment to be made (i) the requisition number, (ii) the name and address of the person, firm or corporation to whom payment is due, (iii) the amount to be paid and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the Insurance and Condemnation Fund, has not been the basis of any previous withdrawal, and specifying in reasonable detail the nature of the obligation. Any balance of the Net Proceeds remaining after such work has been completed shall be transferred to the Installment Payment Fund. The District covenants that it will commence such replacement, repair, restoration, modification or improvement or indicate that such replacement, repair, restoration, modification or improvement is not economically feasible within 180 days of receipt of such Net Proceeds.

(b) **From Eminent Domain Award.** The Net Proceeds of any eminent domain award shall be deposited in the Insurance and Condemnation Fund to be held and applied by the Trust Administrator pursuant to Section 7.02 of the Trust Agreement.

**Section 5.08 Advances.** If the District shall fail to perform any of its obligations under this Article V, the Authority may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and the District shall be obligated to repay all such advances as soon as possible, with interest at the rate of interest with respect to the Certificates from the date of the advance to the date of repayment.

## ARTICLE VI

### DISCLAIMER OF WARRANTIES; ACCESS; INDEMNITY

**Section 6.01. Disclaimer of Warranties.** The Authority makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the District for the Project, or any other representation or warranty with respect to the Project or any item thereof. In no event shall the Authority be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Installment Sale Agreement or the Trust Agreement for the existence, furnishing, functioning or District's use of the Project.

**Section 6.02. Access to the Project and Records.** To the extent permitted by law, the District agrees that the Authority, any Authority Representative, and the Authority's successors or assigns shall have the right at all reasonable times to enter upon and to examine and inspect the Project. The District further agrees that the Authority, any Authority Representative, and the Authority's successors or assigns shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by the District to perform its obligations hereunder. In addition, the District agrees that

the Authority, any Authority Representative, and the Authority's successors or assigns shall have the right at all reasonable times to inspect and examine all books, papers and records of the Authority and the District pertaining to the Project and the Certificates, to make copies thereof and to take non-privileged memoranda therefrom or with respect thereto as may be desired.

**Section 6.03. Indemnity.** The District shall and hereby agrees to indemnify and save the Authority and its successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of: (a) the use, maintenance, condition or management of, or from any work or thing done on the Project by the District; (b) any breach or default on the part of the District in the performance of any of its obligations under this Installment Sale Agreement; (c) any act or negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Project; (d) any act or negligence of any assignee or sublessee of the District with respect to the Project; or (e) the construction of the Project or the authorization of payment of the Construction Costs or Delivery Costs by the District or the Authority. No indemnification is made under this Section 6.03, or elsewhere in this Installment Sale Agreement for willful misconduct, negligence, or breach of duty under this Installment Sale Agreement by the Authority, its officers, agents, employees, successors or assigns.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**Section 7.01. Events of Default Defined.** The following shall be "events of default" under this Installment Sale Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

(a) Failure by the District to pay any Installment Payment by the Installment Payment Date or failure to make any other payment required to be paid hereunder at the time specified herein; or

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Installment Sale Agreement or the Trust Agreement, other than as referred to in clause (a) of this Section 7.01, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Authority, the Trust Administrator or the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Certificates then Outstanding; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority, the Trust Administrator or such Owners, as applicable, shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected; or

(c) The filing by the District of a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or the approval by a court of competent jurisdiction of a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or, under the provisions of any other law for the relief or aid of debtors, any court of competent

jurisdiction assumes custody or control of the District or of the whole or any substantial part of its property; or

(d) An event of default shall have occurred and be continuing with respect to any Parity Debt.

**Section 7.02. Remedies on Default.** Whenever any event of default referred to in Section 7.01 hereof shall have happened and be continuing, the Authority shall have the right, at its option and without any further demand or notice, to:

(a) declare all principal components of the unpaid Installment Payments, together with accrued interest at the rate or rates specified in the respective Outstanding Certificates from the immediately preceding Installment Payment Date on which payment was made, to be immediately due and payable, whereupon the same shall become due and payable; and

(b) take whatever action at law or in equity may appear necessary or desirable to collect the Installment Payments then due or thereafter to become due during the Term of the Installment Sale Agreement, or enforce performance and observance of any obligation, agreement or covenant of the District under this Installment Sale Agreement.

**Section 7.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article VII it shall not be necessary to give any notice, other than such notice as may be required in this Article VII or by law.

**Section 7.04. Prosecution and Defense of Suits.** The District shall promptly, upon request of the Authority or its assignee, from time to time take or cause to be taken such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project whether now existing or hereafter developing and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and, to the extent permitted by law, shall indemnify or cause to be indemnified the Authority and its assignee for all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceedings.

To the extent permitted by law, the District shall defend, or cause to be defended, against every suit, action or proceeding at any time brought against the Authority or its assignee upon any claim arising out of the receipt, application or disbursement of any of the Net Revenues or involving the rights or duties of the Authority or its assignee under this Installment Sale Agreement or the Trust Agreement; provided, that the Authority and its assignee at their election may appear in and defend any such suit, action or proceeding. The District shall indemnify or cause to be indemnified the Authority and its assignee against any and all liability claimed or asserted by any person, arising out of such receipt, application or disbursement. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect, even though all Installment

Payments have been fully paid and satisfied, until a date which is three (3) years following the payment of the last of the Installment Payments.

**Section 7.05. No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 7.06. Application of the Proceeds.** The Trust Administrator, as assignee of the Authority, shall apply all amounts received under this Article VII as set forth in Section 13.03 of the Trust Agreement.

**Section 7.07. Liability Limited to Net Revenues.** Notwithstanding any provision of this Installment Sale Agreement, the District's liability to pay the Installment Payments and other amounts hereunder shall be limited solely to Net Revenues as provided in Sections 3.06 and 3.07 hereof. In the event that Net Revenues shall be insufficient at any time to pay an Installment Payment in full, the District shall not be liable to pay or prepay such Installment Payment other than from Net Revenues.

**Section 7.08. Trust Administrator and Certificate Owners to Exercise Rights.** Such rights and remedies as are given to the Authority under this Article VII have been assigned by the Authority to the Trust Administrator under the Assignment Agreement, to which assignment the District hereby consents. Such rights and remedies shall be exercised by the Trust Administrator and the Owners of the Certificates as provided in the Trust Agreement.

**Section 7.09. Pro Rata Application of Net Revenues.** If, at any time, there is a deficiency in Net Revenues available to pay the Installment Payments, any amounts due with respect to Parity Debt, amounts required to replenish the Reserve Fund or amounts required to replenish any reserve fund established for Parity Debt, available Net Revenues shall be applied on a pro rata basis to the payment of such Installment Payments and to the payment of amounts due with respect to Parity Debt, then to the replenishment of the Reserve Fund and to the replenishment of any reserve fund established for Parity Debt.

## ARTICLE VIII

### MISCELLANEOUS

#### **Section 8.01. Assignment, Sale or Lease by the District.**

(a) **Assignment or Sale.** This Installment Sale Agreement may not be assigned by the District, and the Water System may not be sold by the District during the Term of this Installment Sale Agreement.

(b) **Lease.** The District may lease the Project, or any portion thereof, with the consent of the Owner of the Certificates so long as all of the Outstanding Certificates are held by the Original Purchaser thereof, and subject to all of the following conditions:

(i) This Installment Sale Agreement and the obligation of the District to make Installment Payments hereunder shall remain obligations of the District;

(ii) The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Authority and the Trust Administrator a true and complete copy of the documents accomplishing such lease;

(iii) No such lease by the District shall cause the Project to be used for a purpose other than a governmental or proprietary function authorized under the provisions of the Constitution and laws of the State; and

(iv) No such lease shall cause the interest component of the Installment Payments to become subject to federal income taxes or State personal income taxes.

**Section 8.02. Amendment of Installment Sale Agreement.** The District will not alter, modify or cancel or agree or consent to alter, modify or cancel this Installment Sale Agreement, except as permitted by Article X of the Trust Agreement, without the written consent of the Trust Administrator and the Authority.

**Section 8.03. Binding Effect.** This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Authority and the District and their respective successors and assigns.

**Section 8.04. Applicable Law.** This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 8.05. Severability.** In the event any provision of this Installment Sale Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 8.06. Captions.** The captions or headings in this Installment Sale Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, Article or Section of this Installment Sale Agreement.

**Section 8.07. Net Contract.** This Installment Sale Agreement shall be deemed and construed to be a “net contract” and the District hereby agrees that the Installment Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges or set-offs whatsoever.

**Section 8.08. Further Assurances and Corrective Instruments.** The Authority and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby sold or intended so to be or for carrying out the expressed intention of this Installment Sale Agreement.

**Section 8.09. Authority and District Representatives.** Whenever under the provisions of this Installment Sale Agreement the approval of the Authority or the District is required, or the Authority or the District is required to take some action at the request of the other, such approval or such request shall be given for the Authority by a Authority Representative and for the District by a District Representative, and any party hereto shall be authorized to rely upon any such approval or request.

**Section 8.10. Notices.** All notices, Written Certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail with postage fully prepaid:

If to the District:	Calaveras County Water District 120 Toma Court P.O. Box 846 San Andreas, CA 95249 Attention: General Manager
If to the Authority:	Calaveras County Water District Public Financing Authority 120 Toma Court P.O. Box 846 San Andreas, CA 95249 Attention: Executive Director
If to the Trust Administrator:	Director of Administrative Services Calaveras County Water District 120 Toma Court P.O. Box 846 San Andreas, CA 95249 Attention: Director of Administrative Services
If to the Government:	Rural Development, United States Department of Agriculture 430 G Street Suite 4169 Davis, CA 95616 Attention: Community Programs Specialist <u>And</u> Rural Development, United States Department of Agriculture 855 Nordic Place Manteca, CA. 95336 Attention: Community Programs Specialist

The Authority, the District, the Trust Administrator and the Government, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**Section 8.11. Execution in Counterparts.** This Installment Sale Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.



*[Signature Page to Follow on Next Page]*

**IN WITNESS**, the Authority has caused this Installment Sale Agreement to be executed in its corporate name by its duly authorized officer and sealed with its corporate seal; and the District has caused this Installment Sale Agreement to be executed in its name by its duly authorized officers, as of the date first above written.

CALAVERAS COUNTY WATER DISTRICT  
PUBLIC FINANCING AUTHORITY,  
*as Seller*

By \_\_\_\_\_  
Treasurer

CALAVERAS COUNTY WATER DISTRICT,  
*as Purchaser*

Attest

By \_\_\_\_\_  
Clerk to the Board

By \_\_\_\_\_  
General Manager

## **EXHIBIT A**

### **DESCRIPTION OF THE PROJECT**

The Project includes the replacement of water connection meters with Radio-Read meters for all of the Calaveras County Water District's service connections, as more specifically described in the Preliminary Engineering Report, dated June 12, 2019, prepared by or on behalf of the District, as submitted to the Government in connection with the application of the District to Government for the financing of a portion of the cost and expense of said improvements (subject to such modifications to the subject improvement project as may be approved by Government during the course of construction), as well as any necessary lands, rights of way and other real or personal property useful in connection therewith, together with all additions, extensions, expansions, improvements and betterments thereto and equipments thereof, together with such other or additional Water System improvements as may be agreed to between the Government and the District.

## EXHIBIT B

### SCHEDULE OF INSTALLMENT PAYMENTS\*

\*The following schedule is subject to modification by the actual advances made by the Original Purchaser, as evidenced in the form of single Certificate. Such evidence of advances shall, in all cases, be controlling.

Installment Payment Date	Principal	Interest	Installment Payments
03/01/2021			
09/01/2021			
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03/01/2023			
09/01/2023			
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**TRUST AGREEMENT**

**by and among the**

**CALAVERAS COUNTY WATER DISTRICT**

**and the**

**CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY**

**and the**

**DIRECTOR OF ADMINISTRATIVE SERVICES  
OF THE CALAVERAS COUNTY WATER DISTRICT,  
as Trust Administrator**

**Dated as of April 1, 2021**

**Relating to**

**\$5,000,000**

**CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY  
(Calaveras County, California)  
SERIES 2021 WATER REVENUE CERTIFICATE OF PARTICIPATION  
(Automatic Radio Read Meter Project)  
BANK QUALIFIED**

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## TRUST AGREEMENT

**THIS TRUST AGREEMENT**, dated as of April 1, 2021, is by and among the CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the “Authority”), the CALAVERAS COUNTY WATER DISTRICT, a county water district, duly organized and validly existing under the laws of the State of California (the “District”), and THE DIRECTOR OF ADMINISTRATIVE SERVICES OF THE CALAVERAS COUNTY WATER DISTRICT, as Trust Administrator (the “Trust Administrator”);

### *WITNESSETH:*

**WHEREAS**, the District and the Authority propose to undertake the acquisition and financing of certain capital improvements described herein (the “Project”) to the District’s municipal Water system (interchangeably, the “Enterprise,” “Water Enterprise” or “Water System”); and

**WHEREAS**, to help finance the Project, the District has agreed to purchase the Project from the Authority pursuant to, and in accordance with the terms set forth in an Installment Sale Agreement, dated as of April 1, 2021, by and between the District and the Authority (the “Installment Sale Agreement”); and

**WHEREAS**, concurrently with the execution of this Trust Agreement, it is contemplated that the Trust Administrator will authenticate and deliver the Calaveras County Water District Public Financing Authority, Series 2021 Water Revenue Certificate of Participation (Automatic Radio Read Meter Project), Bank Qualified, in the aggregate principal amount of \$5,000,000 (the “Certificates”), evidencing a direct, undivided fractional interest in certain Installment Payments to be made by the District, pursuant to the terms and conditions of the Installment Sale Agreement (the “Installment Payments”); and

**WHEREAS**, all rights to receive the Installment Payments have been assigned without recourse by the Authority to the Trust Administrator, for the benefit of the Owners of the Certificates, pursuant to an Assignment Agreement, dated as of April 1, 2021, by and between the District and the Authority (the “Assignment Agreement”); and

**WHEREAS**, in consideration of such assignment, concurrently with the execution of this Trust Agreement, the Trust Administrator will authenticate and deliver the Certificates to the United States of America, acting through Rural Utilities Service, United States Department of Agriculture (interchangeably, the “USDA” or “Government”), as the initial purchasers thereof, each evidencing a direct, fractional undivided interest in the Installment Payments; and

**WHEREAS**, the District and Authority after due investigation and deliberation have each adopted respective resolutions authorizing the financing of the Project through the execution and delivery of the Certificates; and

**WHEREAS**, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Trust Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Trust Agreement; and

**WHEREAS**, the District has determined that all acts and proceedings required by law necessary to make the Certificates, when executed, authenticated and delivered by the Trust Administrator and duly issued, the valid, binding and legal special obligations of the District, and to constitute this Trust Agreement a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Trust Agreement have been in all respects duly authorized; and

**NOW, THEREFORE**, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **ARTICLE I DEFINITIONS; AUTHORIZATION; EXHIBITS**

**Section 1.01. Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes of this Trust Agreement and of any trust agreement supplemental hereto and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. In addition, all terms defined in the Installment Sale Agreement and not otherwise defined herein shall have the respective meanings specified in the Installment Sale Agreement.

**“Additional Revenues”** means, with respect to the issuance of any Parity Debt, an allowance for Net Revenues (i) arising from any increase in the charges made for service from the Water System, adopted prior to the incurring of such Parity Debt and effective within eighteen (18) months following the date of incurring such Parity Debt, in an amount equal to the total amount by which the Net Revenues for the Water System would have been increased if such increase in charges had been in effect during the whole of the most recent completed Fiscal Year or during any more recent twelve (12) month period selected by the District, and (ii) arising from any increase in service connections to the Water System, prior to the incurring of such Parity Debt, in an amount equal to the total amount by which the Net Revenues for the Water System would have been increased if such connections had been in existence during the whole of the most recent complete Fiscal Year or during any more recent twelve (12) month period selected by the District, all as shown by the certificate or opinion of an Independent Financial Consultant.

**“2013 Agreement”** means the Loan Agreement dated as of February 1, 2013, by and between the District and Compass Mortgage Corporation, an Alabama corporation, pursuant to which the 2013 Obligation was secured and consummated.

**“2013 Obligation”** means the Calaveras County Water District, Series 2013 Refunding Water Loan (Refunding the 2004 Revenue Bonds Project), executed and delivered pursuant to the 2013 Agreement.

**“2014 Agreement”** means the Loan Agreement dated as of April 15, 2014, by and between the District and Umpqua Bank, an Oregon State Chartered Bank, pursuant to which the 2014 Obligation was secured and consummated.

**“2014 Obligation”** means the Calaveras County Water District, Series 2014 Water Installment Sale Agreement (Refunding the 2004 Revenue Bonds Project), executed and delivered pursuant to the 2013 Agreement.

**“2016 Agreement”** means collectively, the (i) Installment Sale Agreement dated as of June 1, 2016, by and between the District and the Authority, and (ii) Trust Agreement by and among the District, the Trust Administrator and the Authority, pursuant to which the 2016 Obligation was secured and consummated.

**“2016 Obligation”** means the Calaveras County Water District, Series 2014 Water Installment Sale Agreement (Refunding the 2004 Revenue Bonds Project), executed and delivered pursuant to the 2013 Agreement.

**“2019 Agreement”** means the Series 2019 Loan Agreement dated as of February 1, 2019, by and between the District and Umpqua Bank, an Oregon State Chartered Bank, pursuant to which the 2019 Obligation was secured and consummated.

**“2019 Obligation”** means the Calaveras County Water District, Series 2019 Taxable Revenue Refunding Obligation (CalPERS Refunding Project), executed and delivered pursuant to the 2019 Agreement.

**“Assignment Agreement”** means the Assignment Agreement, dated as of April 1, 2021, by and between the Authority and the Trust Administrator, together with any amendments or supplements thereto.

**“Authority”** means the Calaveras County Water District Public Financing Authority, a joint exercise of powers authority organized and existing under the laws of the State of California.

**“Authority Board”** means the Board of Directors of the Authority.

**“Authority Representative”** means the Chair, Vice Chair, Executive Director, Treasurer or Secretary of the Authority, or any other person authorized by resolution of the Board of the Authority to act on behalf of the Authority under or with respect to this Trust Agreement.

**“Board”** means the Board of Directors as the legislative body of the District.

**“Bond Counsel”** means (a) The Weist Law Firm, and (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to municipal obligations, the interest on which is excludable from gross income pursuant to Section 103 of the Tax Code.

**“Certificates”** means the \$5,000,000 Series 2021 Water Revenue Certificate of Participation (Automatic Radio Read Meter Project), Bank Qualified, dated the Closing Date, executed and delivered pursuant to this Trust Agreement.

**“Business Day”** means any day other than (i) a Saturday or a Sunday or (ii) a day on which the District offices are authorized or obligated by law or executive order to be closed.

**“Certificate Maturity Date”** means September 1, 2060, which is the date on which the final principal component of the Installment Payments evidenced and represented thereby shall become due and payable.

**“Certificate Register”** means the Certificate Register relating to the Certificates maintained by the Trust Administrator in accordance with Section 2.11 of this Trust Agreement.

“**Closing Date**” means the date upon which there is a physical delivery of the Certificates in exchange for the amount representing the purchase price of all or the first advance of a portion of the purchase price of the Certificates by the Original Purchaser.

“**Construction Costs**” means the costs of the acquisition, construction, rehabilitation, equipping, improvement or financing and refinancing of improvements to, or part of, the Water System constituting the Project.

“**Construction Fund**” means the fund of that name established pursuant to Article III of this Trust Agreement and held by the Trust Administrator.

“**County**” means the County of Calaveras, California.

“**Debt Service**” means, for any Fiscal Year, the sum of (1) the interest falling due during such Fiscal Year on all Parity Debt (that are outstanding under the documents or agreements pursuant to which they were issued), assuming that all outstanding serial Parity Debt are retired as scheduled and that all outstanding term Parity Debt are redeemed from sinking fund payments as scheduled (except to the extent that such interest has been fully capitalized and is invested in Federal Securities that mature at times and in such amounts as are necessary to pay the interest to which such amounts are pledged), (2) the principal amount of all serial Parity Debt (that are outstanding under the documents or agreements pursuant to which they were issued) falling due by their terms during such Fiscal Year, and (3) the minimum amount of term Parity Debt (that are outstanding under the documents or agreements pursuant to which they were issued) required to be paid or called and redeemed during such Fiscal Year, together with the redemption premiums, if any, thereon; provided that, whenever interest as described herein accrues at other than a fixed rate, such interest shall be assumed to be a rate equal to the greater of (i) the actual rate on the date of calculation, or if the Parity Debt are not yet outstanding, the initial rate (if established and binding), (ii) if the Parity Debt have been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii) (x) if interest on the Parity Debt is excludable from gross income under the applicable provisions of the Code, the most recently published The Bond Buyer Bond Revenue Index (or comparable index if no longer published) plus one hundred fifty (150) basis points, or (y) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities, plus one hundred fifty (150) basis points.

“**Delivery Costs**” means all items of expense directly or indirectly payable by or reimbursable to the District or the Authority relating to the financing and refinancing of the Project from the proceeds of the Certificates, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges and first year’s administration fee of the Trust Administrator, Trust Administrator’s counsel fees and expenses, financing discounts, legal fees and charges, financial and other professional consultant fees, costs of rating agencies or credit ratings, fees for execution, transportation and safekeeping of the Certificates, travel expenses and charges and fees in connection with the foregoing.

“**Denomination Amount**” means the minimum denomination of each Certificate which is One Thousand Dollars (\$1,000).

**“Discharge Obligations”** means (a) cash, or (b) non-callable Federal Securities.

**“District”** means the Calaveras County Water District, a county water district, duly organized and validly existing under the laws of the State of California.

**“District Representative”** means the President, Vice President, General Manager, Director of Administrative Services, Secretary, or any other official of the District authorized by the Board to act for, and on behalf of, the District.

**“Event of Default”** means an event of default under Section 7.01 of the Installment Sale Agreement.

**“Fair Market Value”** means for purposes of valuing the Permitted Investments, the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term “fair market value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest if the return paid by such fund is without regard to the source of investment. The Trust Administrator shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions of a District Representative in any written directions of a District Representative.

**“Federal Securities”** means direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury) the United States of America, or obligations the timely payment of principal of and interest on which are guaranteed by, the United States of America.

**“Fiscal Year”** means any period of twelve (12) consecutive months established by the District as its fiscal year and shall initially mean the period commencing July 1 of one year and ending on June 30 of the following year.

**“Generally Accepted Accounting Principles”** means the uniform accounting and reporting procedures prescribed by the California State Controller or his or her successor for special districts in the State of California, or failing the prescription of such procedures means generally accepted accounting principles as presented and recommended by the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

**“General Manager”** means the person who is the District’s General Manager or his or her deputy or assistant.



**“Government”** means the United States of America, acting through Rural Utilities Service, United States Department of Agriculture (or successor agency, bureau or division).

**“Gross Revenues”** means all gross income and revenue received or receivable by the District from the ownership and operation of the Water System, calculated in accordance with Generally Accepted Accounting Principles, including all rates, fees, charges (including connection fees), insurance proceeds and condemnation awards received by the District and all other income and revenue howsoever derived by the District from the Water System, including, without limitation, property taxes, interest income, and all other operating and non-operating revenue; provided, however, that (i) any specific charges levied for the express purpose of reimbursing others for all or a portion of the cost of the acquisition or construction of specific water facilities, (ii) grants that are designated by the grantor for a specific water purpose and are therefore not available for other purposes, or (iii) customers’ water related deposits or any other water related deposits subject to refund until such deposits have become the property of the District, and (iv) the proceeds of any special assessments or special taxes levied upon real property within any improvement district served by the District for the purpose of paying special assessment bonds or special tax obligations of the District relating to the Water System, are not Gross Revenues and are not subject to the lien hereof.

**“Independent Certified Public Accountant”** means any firm of certified public accountants appointed by the District that is independent according to the Statement of Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

**“Independent Counsel”** means an attorney or a firm of attorneys duly admitted to the practice of law before the highest court of the state in which he or such firm maintains an office and who is not an employee of the Authority, the Trust Administrator or the District.

**“Independent Engineer”** means any registered engineer or firm of engineers generally recognized to be well-qualified in engineering matters relating to water systems similar to the Water System, appointed and paid by the District, and who or each of whom:

- (1) is in fact independent and not under the domination of the District;
- (2) does not have a substantial financial interest, direct or indirect, in the District; and
- (3) is not connected with the District as a board member, officer or employee of the District, but may be regularly retained to make reports to the District.

**“Independent Financial Consultant”** means a financial consultant qualified in the field of municipal finance, appointed and paid by the District, and who:

- (1) is in fact independent and not under the domination of the District or any member thereof;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the District; and
- (3) is not connected with the District as an officer or employee of the District or any member thereof, but may be regularly retained to audit the accounting records of and make reports thereon to the District.

**“Installment Payment”** means any payment required to be paid by the District to the Authority pursuant to Section 3.05 of the Installment Sale Agreement.

**“Installment Payment Date”** means each Interest Payment Date.

**“Installment Payment Fund”** means the fund designated “Calaveras County Water District, Project Installment Payment Fund” established and held by the Trust Administrator pursuant to Article III of this Trust Agreement.

**“Installment Sale Agreement”** means the Installment Sale Agreement, dated as of April 1, 2021, by and between the Authority and the District, and any duly authorized and executed amendment or supplement thereto.

**“Insurance and Condemnation Fund”** means the fund by that name established pursuant to Article VII of this Trust Agreement and held by the Trust Administrator.

**“Interest Fund”** means the fund by that name established in Section 5.04 herein.

**“Interest Payment Date”** means March 1 and September 1 of each year, commencing September 1, 2021.

**“Interest Rate”** means the rate of interest to be paid on the Certificate which is 1.75% per annum.

**“Maximum Annual Debt Service”** means the greatest amount of Debt Service with respect to the Parity Debt to which reference is made coming due in any Fiscal Year including the Fiscal Year in which the calculation is made or any subsequent Fiscal Year.

**“Net Proceeds”** means any insurance proceeds or condemnation award paid with respect to the Project, remaining after payment therefrom of all expenses incurred in the collection thereof.

**“Net Revenues”** means Gross Revenues less Operation and Maintenance Expenses.

**“Operation and Maintenance Expenses”** means the reasonable and necessary costs and expenses paid or incurred by the District for maintaining and operating the Water System, determined in accordance with Generally Accepted Accounting Principles, including but not limited to (a) costs of acquisition of water, including all associated treatment and delivery costs, to be used by the Water System, (b) costs of electricity and other forms of energy supplied to the Water System, (c) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Water System in good repair and working order, (d) the reasonable administrative costs of the District attributable to the operation and maintenance of the Water System, such as salaries and wages of employees, overhead, taxes (if any) and insurance premiums, and (e) all other reasonable and necessary costs of the District or charges required to be paid by it to comply with the terms hereof or of any resolution authorizing the issuance of any Parity Debt or of such Parity Debt, such as compensation, reimbursement and indemnification of any trustees for any such Parity Debt, as well as fees and expenses of Independent Certified Public Accountants, Independent Counsel, Independent Financial Consultants, Independent Engineers and other necessary consultants, but in all cases

excluding (i) debt service payable on obligations incurred by the District with respect to the Water System, including but not limited to the Installment Payments and payments on any Parity Debt, (ii) depreciation, replacement and obsolescence charges or reserves therefor, and (iii) amortization of intangibles or other bookkeeping entries of a similar nature.

“**Original Purchaser**” means the Government as the first purchaser of the Certificates (evidenced by a single fully registered Certificate) upon their delivery by the Trust Administrator on the Closing Date.

“**Outstanding**,” when used as of any particular time with respect to Certificates, means (subject to the provisions of Section 10.03 of this Trust Agreement) all Certificates theretofore executed and delivered by the Trust Administrator under this Trust Agreement except:

(a) Certificates theretofore canceled by the Trust Administrator or surrendered to the Trust Administrator for cancellation;

(b) Certificates for the payment or prepayment of which funds or eligible securities in the necessary amount, including accrued interest thereon, shall have theretofore been deposited with the Trust Administrator (whether upon or prior to the maturity or prepayment date of such Certificates), provided that, if such Certificates are to be prepaid prior to maturity, notice of such prepayment shall have been given as provided in Section 4.03 of this Trust Agreement or provision satisfactory to the Trust Administrator shall have been made for the giving of such notice; and

(c) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trust Administrator pursuant to Section 2.09 of this Trust Agreement.

“**Owner**” or “**Certificate Owner**” or “**Registered Owner**,” or any similar term, means the person or entity in whose name a Certificate shall be registered.

“**Parity Debt**” means (i) the Certificates, (ii) the 2013 Obligation, (iii) the 2014 Obligation, (iv) the 2016 Obligation, (v) the 2019 Obligation, and (vi) any other indebtedness or other obligation (including leases and installment sale agreements) hereafter issued or incurred in accordance with Section 3.09(b) of the Installment Sale Agreement and secured by a pledge of and lien on Net Revenues equally and ratably with the Installment Payments.

“**Permitted Investments**” means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein, provided that the same are of appropriate maturity and acquired at Fair Market Value:

(i) Federal Securities and any investment fund, including money market funds or other investment policy arrangement which purchases and holds exclusively Federal Securities;

(ii) Obligations issued by federal land banks or federal home loan banks; or obligations, participations, or other instruments issued by, or fully guaranteed as to principal and interest by, the Federal National Mortgage Association; or obligations, participations, or other instruments issued by a federal agency or a United States government-sponsored enterprise;

(iii) Investments in repurchase agreements under the terms of which the underlying collateral is transferred to the possession of the Trust Administrator of any securities authorized by paragraphs (i) and (ii) above which have a fair market value (valued at cost) at least equal to 103% of the amount invested in the repurchase agreement and are free of third party claims;

(iv) Nonnegotiable certificates of deposit issued by a nationally chartered bank, a bank chartered by the State of California or a foreign banking corporation, authorized pursuant to Section 1756 of the California Financial Code to transact business in the State of California by accepting deposits, or a State of California or federal savings and loan association, provided that such certificates of deposit are fully collateralized in the manner required for collateralization of trust funds;

(v) Any investment agreement, guarantee or other investment vehicle or security issued by, secured by or otherwise representing the general obligations of a financial institution whose long-term unsecured, uninsured and unguaranteed obligation or claims-paying ability is rated AA or better by any Rating Agency at the time of its issuance, provided that: (a) the agreement is not subordinated to any other obligations of such financial institution; and (b) if the financial institution fails to maintain a rating of AA or better (without regard to gradations), the District and/or the Authority shall have the right to demand collateral in the form of securities authorized by paragraphs (i) and (ii) above pledged to secure the investment agreement. Such collateral shall be pledged through the Trust Administrator and shall have a fair market value (valued at cost) of at least 103% of the value of funds remaining in the investment agreement. Further, the District and/or the Authority shall have the right to withdraw all funds without penalty should the financial institution fail to provide collateral as required under this paragraph;

(vi) Investments otherwise defined in Section 53601 of the California Government Code, as amended from time to time; provided that the Trust Administrator shall not be obligated to invest in any form of investment pursuant to this subparagraph (vi) except upon receipt of a certificate of an District Representative that any directed investment to be made pursuant to this subparagraph (vi) meets this definition as set forth in this subparagraph (vi); and

(vii) The Local Agency Investment Fund of the State or any state administered pool investment fund in which the District is statutorily permitted or required to invest will be deemed a permitted investment.

**“Prepayment”** means any payment applied towards the prepayment of the Installment Payments, in whole or in part, pursuant to Article IV of the Installment Sale Agreement.

**“Principal Amount”** means the aggregate authorized principal amount of the Certificates which is \$5,000,000.

**“Principal Component Payment”** means each principal portion of each Installment Payment made pursuant to Section 2.03 hereof.

**“Principal Fund”** means the fund by that name established in Section 5.04 herein.

**“Principal Payment Date”** means September 1 of each year, commencing with September 1, 2021, and ending on September 1, 2060.

**“Proceeds”** when used with reference to the Certificates, means the face amount of the Certificates, plus accrued interest and premium, if any, and less original issue discount, if any.

**“Project”** means the improvements to the Water System described in Exhibit A to the Installment Sale Agreement.

**“Rating Category”** means, with respect to any Permitted Investment, one or more of the generic categories of rating by S&P applicable to such Permitted Investment, without regard to any refinement or gradation of such rating category by a plus or minus sign.

**“Regular Record Date”** means the close of business on the fifteenth (15th) day of the month preceding each Interest Payment Date, whether or not such fifteenth (15th) day is a Business Day.

**“Reserve Fund”** means the fund of that name established under Article VI of this Trust Agreement and held by the Trust Administrator.

**“Reserve Installment Payments”** means the amount required to be paid by the District to the Trust Administrator from Net Revenues pursuant to Section 3.11 of the Installment sale Agreement, and which shall be applied to the Reserve Fund as set forth in Sections 6.01 through 6.06 herein.

**“Reserve Requirement”** means, for the purpose of determining the maximum size of the Reserve Fund, the least of: (a) 10% of the Principal Amount of the Certificates; (b) 125% of average annual Debt Service; or (c) maximum annual Debt Service.

**“S&P”** means Standard & Poor’s Ratings Group, a division of McGraw-Hill, Inc., New York, New York, or its successors.

**“Short-Lived Assets Reserve Fund”** means the fund by that name established and maintained pursuant to Section 6.07 herein.

**“State”** means the State of California.

**“Subordinate Debt”** means indebtedness or other obligations (including leases and installment sale agreements) hereafter issued or incurred and secured by a pledge of and lien on Net Revenues subordinate to the Installment Payments.

**“Tax Code”** means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced in the Installment Sale Agreement or this Trust Agreement) as it may be amended to apply to obligations issued on the Closing Date, together with applicable temporary and final regulations promulgated under the Tax Code.

**“Term of the Installment Sale Agreement”** means the time during which the Installment Sale Agreement is in effect which begins on the Closing Date and ends on September 1, 2060, unless sooner terminated pursuant to the terms of the Installment Sale Agreement.

“*Trust Administrator*” means the Director of Administrative Services of the District, or any successor thereto, acting as Trust Administrator pursuant to this Trust Agreement.

“*Trust Agreement*” means this Trust Agreement, dated as of April 1, 2021, by and among the Trust Administrator, the Authority and the District, together with any amendments or supplements thereto permitted to be made thereunder.

“*Trust Office*” means the office of the Trust Administrator at the offices of the District in San Andreas, California, or at such other address designated by the Trust Administrator by written notice filed with the District and the Authority.

“*Water System*” means the whole and each and every part of the water system of the District serving the District and its residents and other customers served thereby, whether within or without the District, for the collection, treatment and disposal of water, including but not limited to all buildings, facilities, properties, lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the District.

“*Written Certificate*” of the District means a written certificate signed in the name of the District by a District Representative as contemplated by and containing the elements required by Section 1.03 of this Trust Agreement and Section 1.03 of the Installment Sale Agreement.

**Section 1.02. Authorization.** Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution of this Trust Agreement by the officers and persons signing it.

### **Section 1.03. Content of Written Certificates.**

(a) **Contents.** Every Written Certificate provided for in this Trust Agreement with respect to compliance with any provision hereof, except Written Certificates delivered on the Closing Date and the certificate of destruction pursuant to Section 14.07, shall include (a) a statement that the person making or giving such Written Certificate or opinion has read such provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the Written Certificate is based; (c) a statement that, in the opinion of such person, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; (d) a statement of the assumptions upon which such Written Certificate is based, and that such assumptions are reasonable; and (e) a statement as to whether, in the opinion of such person, such provision has been complied with.

(b) **Reliance.** Any such Written Certificate made or given by a District Representative may be based, insofar as it relates to legal or accounting matters, upon a certificate or opinion of or representation by counsel or an accountant, unless such District Representative knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which such Written Certificate may be based, as aforesaid, is erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the District, as the case may be) upon a certificate or opinion of or representation by a District Representative, unless such counsel or accountant knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters

upon which such person’s certificate or opinion or representation may be based, as aforesaid, is erroneous. The same District Representative, or the same counsel or accountant, as the case may be, need not certify to all of the matters required to be certified under any provision of this Trust Agreement, but different officers, counsel or accountants may certify to different matters, respectively.

**Section 1.04. Exhibits.** The following Exhibits are attached to, and by this reference are made a part of, this Trust Agreement: Exhibit A (Form of Certificate) and Exhibit B (Form of Disbursement Requisition from Construction Fund).

**ARTICLE II  
THE WATER REVENUE CERTIFICATES**

**Section 2.01. Authorization.** The Trust Administrator is hereby authorized and directed upon written request from either the District or the Authority to execute and deliver, to the Original Purchaser, a single Certificate in the Principal Amount evidencing undivided fractional interests in the Installment Payments and the Prepayments. The aggregate principal amount of the Certificates shall not in any case exceed the aggregate payments by the Original Purchaser therefor, as such payments and the dates thereof are endorsed on the single, fully registered Certificate. No provision is made for the Certificates to be executed and delivered in blocks or phases as the Original Purchaser’s regulations for single delivery have been satisfactorily met.

**Section 2.02. Date.** Each Certificate shall be dated as of the date of delivery thereof.

**Section 2.03. Principal; Interest; Maturity.** The Certificates shall mature on September 1 in the years and in the principal amounts as shown below (each, a “Principal Component Payment”). Interest with respect thereto shall be computed at the Interest Rate of 1.75% per annum, calculated on the basis of a 365-day year. The annual Principal Component Payments are as follows:

<b><u>Maturity Date</u></b>	<b><u>Principal Due</u></b>	<b><u>Maturity Date</u></b>	<b><u>Principal Due</u></b>
09/01/2021		09/01/2041	
09/01/2022		09/01/2042	
09/01/2023		09/01/2043	
09/01/2024		09/01/2044	
09/01/2025		09/01/2045	
09/01/2026		09/01/2046	
09/01/2027		09/01/2047	
09/01/2028		09/01/2048	
09/01/2029		09/01/2049	
09/01/2030		09/01/2050	
09/01/2031		09/01/2051	
09/01/2032		09/01/2052	
09/01/2033		09/01/2053	
09/01/2034		09/01/2054	
09/01/2035		09/01/2055	
09/01/2036		09/01/2056	
09/01/2037		09/01/2057	
09/01/2038		09/01/2058	
09/01/2039		09/01/2059	
09/01/2040		09/01/2060	

**Section 2.04. Interest.** The interest evidenced and represented by the Certificates shall be payable on September 1 and March 1 of each year (each, an “Interest Payment Date”), commencing on September 1, 2021 and continuing to and including the Certificate Maturity Date or upon prepayment prior thereto, and shall evidence and represent the sum of the portions of the Installment Payments designated as interest components (each, an “Interest Component Payment”) coming due on the Interest Payment Dates during the interest period immediately preceding each of the Interest Payment Dates. Interest shall be calculated with respect to the Original Purchaser’s aggregate payments for the single Certificate from the respective date(s) of advances thereof, as such payments and dates thereof are endorsed on the single Certificate and computed on the basis of a 365-day year. Each Interest Component Payment shall be computed by multiplying the portion of Installment Payments designated as principal with respect to such Certificate by the rate of interest applicable to such Certificate.

Interest on any Certificate shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless (i) such Certificate is executed on an Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (ii) such Certificate is executed after the close of business on the fifteenth (15th) day of the month immediately preceding the following Interest Payment Date and prior to such Interest Payment Date, in which event interest shall be payable from such Interest Payment Date, or (iii) such Certificate is executed on or before February 15, 2021, in which event interest shall be payable from the date of delivery thereof; provided, however, that if at the time of execution of any Certificate, interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payment of interest with respect to any Certificate shall be made to the person appearing on the Certificate Register of the Trust Administrator as the Owner thereof as of the fifteenth (15th) day of the month preceding such Interest Payment Date, such interest to be paid as specified in Section 2.09 hereof.

**Section 2.05. Form of Certificate; Legends.** The Certificates shall be delivered in the form of a fully registered Certificate, without coupons, in the Denomination Amount or any integral multiple thereof, except that one annual amount may be any odd amount, and no Certificate may have principal maturing in more than one year. The Certificates shall be numbered in such manner as the Trust Administrator deems appropriate. At the option of the Original Purchaser of the Certificates, a single, fully-registered Certificate may be executed and delivered, in lieu of serial, registered Certificates, which single Certificate shall mature in installments of the same principal amounts and on the same dates as the registered Certificates it represents. The single Certificate shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein. The Certificates may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Trust Agreement as may be necessary or desirable to comply with custom, or otherwise.

**Section 2.06. Execution.** The Certificates shall be executed by and in the name of the Trust Administrator, at the written direction of either the District or the Authority, by the manual signature of an authorized signatory of the Trust Administrator.

**Section 2.07. Transfer and Exchange.** The following shall apply to transfers and exchanges of Certificates, provided that no transfer or exchange of Certificates shall be required to be made during the



fifteen (15) days prior to the date of selection of Certificates for prepayment, or of any Certificate selected for prepayment:

**(a) Transfer of Certificates.** Any Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.11 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trust Administrator, duly executed. Whenever any Certificate shall be surrendered for transfer, the Trust Administrator shall deliver a new Certificate or Certificates of the same maturity, interest rate and aggregate principal amount in authorized denominations to the transferee thereof. The Trust Administrator may require the payment by the Certificate Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

**(b) Exchange of Certificates.** Any Certificate may be exchanged at the Trust Office, for a like aggregate principal amount of Certificates of other authorized denominations of the same maturity. The Trust Administrator may require the payment by the Certificate Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

Notwithstanding anything herein or elsewhere to the contrary, there shall be not any transfers or exchanges while Government is owner, unless requested by the Government.

**Section 2.08. Certificate Mutilated, Lost, Destroyed or Stolen.** If any Certificate shall become mutilated, the Trust Administrator, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like maturity and principal amount in authorized denominations in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trust Administrator of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trust Administrator shall be canceled by it and destroyed in accordance with Section 14.07 hereof, and the Trust Administrator shall deliver a certificate of destruction to the District. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trust Administrator and, if such evidence is satisfactory to the Trust Administrator and if an indemnity satisfactory to the Trust Administrator and the Authority shall be given, the Trust Administrator, at the expense of the Certificate Owner, shall execute and deliver a new Certificate of like tenor and maturity and numbered as the Trust Administrator shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trust Administrator may require payment of an appropriate fee for each new Certificate delivered under this Section 2.08 and of the expenses which may be incurred by the Trust Administrator in carrying out the duties under this Section 2.08. Any Certificate delivered under the provisions of this Section 2.08 in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificate secured by this Trust Agreement. The Trust Administrator shall not be required to treat both the original Certificate and any substitute Certificate as being Outstanding for the purpose of determining the principal amount of Certificate which may be executed and delivered hereunder or for the purpose of determining any percentage of Certificate Outstanding hereunder; the Trust Administrator shall consider only the substitute Certificate as Outstanding for such purpose. Notwithstanding any other provision of this Section 2.08, in lieu of delivering a new Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, the Trust Administrator may make payment with respect to such Certificate upon receipt of indemnity satisfactory to the Trust Administrator.

**Section 2.09. Payment.** Except as otherwise provided herein, payment of interest due with respect to any Certificate on any Interest Payment Date shall be made to the person appearing on the Certificate Register as the Owner thereof as of the Regular Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the Interest Payment Date by first class mail to such Owner at his address as it appears on the Certificate Register as of such Regular Record Date. The principal and prepayment price with respect to a Certificate at maturity or upon prior prepayment shall be payable by check denominated in lawful money of the United States of America upon surrender of the Certificate at the Trust Office. If the Government is the Owner of the single, fully-registered Certificate, surrender shall not be required for payment, except for final payment, and payment of principal shall be made on each Principal Payment Date and payment of interest shall be made on each Interest Payment Date to the Registered Owner, unless otherwise requested by the Registered Owner, by the Pre-Authorized Debit (PAD) payment process (i.e., the District's payments shall be electronically debited from the Installment Payment Fund on each Interest Payment Date in accordance with the PAD process established by Form SF-5510 and Form RD 3550-28, both entitled "Authorization Agreement for Pre-Authorized Payments").

**Section 2.10. Execution of Documents and Proof of Ownership.** Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Certificate Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Certificate. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the holding and ownership of Certificates shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or such Owner's attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before such notary or officer the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of the authority of such officer or member.

(b) The fact of the holding of a Certificate by any Owner and the amount, the maturity and the numbers of such Certificate and the date of the Owner's holding the same may be proved by reference to the Certificate Register maintained by the Trust Administrator provided for in Section 2.11 hereof.

(c) Nothing contained in this Article II shall be construed as limiting the Trust Administrator to such proof, it being intended that the Trust Administrator may accept any other evidence of the matters herein stated which the Trust Administrator may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trust Administrator in pursuance of such request or consent.

**Section 2.11. Certificate Register.** The Trust Administrator will keep or cause to be kept, at the Trust Office, sufficient books for the registration and transfer of the Certificates which shall be open at all reasonable times with reasonable prior notice during normal business hours of the Trust Administrator to inspection by the District and the Authority; and, upon presentation for such purpose, the Trust Administrator shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided.

**Section 2.12. CUSIP Numbers.** The Trust Administrator, the District and the Authority shall not be liable for any defect or inaccuracy in any CUSIP number that appears on any Certificate or in any prepayment notice. The Trust Administrator may, in its discretion, include in any prepayment notice a statement to the effect that any CUSIP numbers on the Certificate have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither the Trust Administrator, the District nor the Authority shall be liable for any inaccuracies in such numbers. CUSIP numbers shall not be required if the Government is the Original Purchaser of a single, fully registered Certificate.

### **ARTICLE III CONSTRUCTION FUND**

**Section 3.01. Construction Fund.** The Trust Administrator shall establish the Construction Fund and shall keep such fund separate and apart from all other funds and moneys held by the Trust Administrator; and shall administer such fund and account as provided herein. There shall be deposited in the Construction Fund all of the proceeds of sale of the Certificates, including an initial advance received from the Original Purchaser on the Closing Date, and any other funds from time to time deposited with the Trust Administrator for such purpose.

**Section 3.02. Payment of Construction Costs.**

(a) Except as provided in subsection (b) below and in Section 3.03, amounts in the Construction Fund shall be disbursed for Construction Costs. Disbursements from the Construction Fund shall be made by the Trust Administrator upon receipt of a sequentially numbered requisition, a form of which is attached as Exhibit B, requesting disbursement executed by a District Representative and by the Government as the Certificate Owner. Each such requisition shall:

(i) set forth the amounts to be disbursed for payment or reimbursement of previous payments of Construction Costs and the person or persons to whom said amounts are to be disbursed;

(ii) state that the amounts to be disbursed constitute Construction Costs, that said amounts are required to be disbursed pursuant to a contract entered into therefor by or on behalf of the Authority or the District, or were necessarily and reasonably incurred, and that said amounts are not being paid in advance of the time, if any, fixed for payment;

(iii) state that no amount set forth in the requisition was included in any requisition requesting disbursement previously filed with the Trust Administrator pursuant to this Section 3.02;

(iv) state that there has been compliance with Section 11.07 hereof relating to the use of the Construction Fund;

(v) state that insofar as such requisition relates to payment for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered to the appropriate site for such purpose, or delivered for storage or fabrication at a place approved by the District; and

(vi) if such requisition relates to payment to a contractor, state that no liens have been imposed on the Project as a result of said construction except liens that have not yet ripened or that would attach by operation of law.

(b) The Trust Administrator shall be responsible for the safekeeping and investment (in accordance with Section 8.02 hereof) of the moneys held in the Construction Fund and the payment thereof in accordance with this Section 3.02, but the Trust Administrator shall not be responsible for such requisitions.

### **Section 3.03. Payment of Delivery Costs.**

(a) Amounts in the Construction Fund shall also be disbursed by the Trust Administrator to pay the Delivery Costs.

(b) The Trust Administrator shall disburse moneys in the Construction Fund to pay the Delivery Costs only upon a receipt of a sequentially numbered requisition, with bills, invoices or statements attached, signed by a District Representative (and, if required, by the Government as the Certificate Owner) setting forth the amounts to be disbursed for payment or reimbursement of Delivery Costs and the name and address of the person or persons to whom said amounts are to be disbursed, stating that the amounts to be disbursed are for Delivery Costs properly chargeable to the Construction Fund as Delivery Costs.

**Section 3.04. Transfers of Unexpended Proceeds.** The Trust Administrator is hereby directed that all unexpended moneys remaining in the Construction Fund and not identified in writing by a District Representative and by the Owner to be required for payment of Construction Costs or other capital improvements (the "Unexpended Proceeds") shall, on the date of completion of the Project or as soon thereafter as the Trust Administrator is so notified, be transferred to the Installment Payment Fund and applied to the prepayment of the Certificates.

**ARTICLE IV  
PREPAYMENT OF CERTIFICATES**

**Section 4.01. Prepayment.**

(a) **Generally.** The Certificates shall not be subject to prepayment prior to maturity, except in the manner, at the times and in all respects in accordance with the provisions of this Article IV.

(b) **Prepayment from Net Proceeds of Insurance and Condemnation and from Unexpended Proceeds.** The Certificates are subject to prepayment in whole on any date and in part on any Interest Payment Date from the (i) Net Proceeds of any insurance or condemnation award and (ii) Unexpended Proceeds, which are, in either case deposited in the Installment Payment Fund and credited towards the prepayment made by the District pursuant to Section 4.03 of the Installment Sale Agreement, at a prepayment price equal to the principal amount thereof, together with accrued interest to the date fixed for prepayment, without premium.

(c) **Optional Prepayment.** In addition, the Certificates are subject to prepayment in whole or in part at any time, at the principal amount with respect thereto, without premium, and with accrued interest to the date fixed for prepayment from the proceeds of optional prepayments made by the District pursuant to the Installment Sale Agreement:

**Section 4.02. Selection of Certificates for Prepayment.** Whenever provision is made in this Trust Agreement for the prepayment of Certificates and less than all Outstanding Certificates are called for prepayment, the Trust Administrator shall select Certificates for prepayment in inverse order of maturity, unless otherwise requested by District and agreed to by Original Purchaser in its reasonable discretion. The Trust Administrator shall promptly notify the District and the Authority in writing of the Certificates so selected for prepayment, and the District or the Authority shall immediately thereafter revise Exhibit B of the Installment Sale Agreement to reflect such prepayment and shall be and become for all purposes thereafter the “Amended Exhibit B to the Installment Sale Agreement.”

**Section 4.03. Notice of Prepayment.**

(a) **General.** Notice of any such prepayment shall be given by the Trust Administrator on behalf and at the expense of the District by mailing a copy of a prepayment notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for prepayment to such Owner of the Certificate or Certificates to be redeemed at the address shown on the Certificate Register maintained by the Trust Administrator; provided, however, that neither the failure to receive such notice nor any defect in any notice shall affect the sufficiency of the proceedings for the prepayment of the Certificates.

(b) **Contents.** All notices of prepayment shall be dated and shall state: (i) the prepayment date, (ii) the prepayment price, (iii) if less than all Outstanding Certificates are to be prepaid, the identification (and, in the case of partial prepayment, the respective principal amounts) of the Certificates to be prepaid, (iv) that on the prepayment date the prepayment price will become due and payable with respect to each such Certificate or portion thereof called for prepayment, and

that interest with respect thereto shall cease to accrue from and after said date, (v) the place where such Certificates are to be surrendered for payment of the prepayment price, which place of payment shall be the Trust Office.

(c) **Deposit.** Prior to the mailing of any prepayment notice (other than a prepayment notice relating to Certificates that are to be refunded with the proceeds of refunding Certificates or other refunding obligations), the District shall deposit, or cause to be deposited, with the Trust Administrator an amount of money sufficient to pay the prepayment price of all the Certificates or portions of Certificates which are to be prepaid on the applicable prepayment date. In the case of a prepayment notice relating to Certificates that are to be refunded, the District shall deposit, or cause to be deposited, with the Trust Administrator on or prior to the applicable prepayment date, an amount of money sufficient to pay the prepayment price of all the Certificates or portions of Certificates which are to be prepaid on such prepayment date.

(d) **Prepayment.** Notice of prepayment having been given as aforesaid, the Certificates or portions of Certificates so to be redeemed shall, on the prepayment date, become due and payable at the prepayment price therein specified, and from and after such date (unless the District shall default in the payment of the prepayment price) interest with respect to such Certificates or portions of Certificates shall cease to be payable. Upon surrender of such Certificates for prepayment in accordance with said notice, such Certificates shall be paid by the Trust Administrator at the prepayment price. Installments of interest due on or prior to the prepayment date shall be payable as herein provided for payment of interest. Upon surrender for any partial prepayment of any Certificate, there shall be executed and delivered for the Owner a new Certificate or Certificates of the same maturity in the amount of the unprepaid principal. All Certificates which have been prepaid shall be canceled by the Trust Administrator, shall not be reissued, and shall be destroyed pursuant to Section 14.07. If the Government is the Owner, prepayment shall be endorsed on the single, fully registered Certificate registered to the Government.

(e) **CUSIP.** The Trust Administrator shall have no responsibility for a defect in any CUSIP number that appears on any Certificate or in the prepayment notice. The prepayment notice may provide that the CUSIP numbers have been assigned by an independent service and are included in the notice solely for the convenience of Certificate Owners and that the Trust Administrator and the District shall not be liable in any way for inaccuracies in said numbers.

**Section 4.04. Partial Prepayment of Certificates.** Upon surrender of any Certificate prepaid in part only, the Trust Administrator shall execute and deliver to the Owner thereof, at the expense of the District, a new Certificate or Certificates of authorized denominations equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered and of the same interest rate and the same maturity.

**Section 4.05. Effect of Notice of Prepayment.** After notice has been given and the moneys for the prepayment, including interest to the applicable Interest Payment Date and premium, if any, having been set aside in the Installment Payment Fund, the Certificate to be redeemed shall become due and payable on the Interest Payment Date, and, upon presentation and surrender thereof at the Trust Office specified in such notice, such Certificate shall be paid at the unpaid principal amount with respect thereto, and any unpaid and accrued interest to the Interest Payment Date.

If, on the Interest Payment Date, moneys for the prepayment of all of the principal of the Certificate to be prepaid, together with interest to such Interest Payment Date, shall be held by the Trust Administrator so as to be available therefor on such Interest Payment Date, and, if notice of prepayment thereof shall have been given, then, from and after such Interest Payment Date, interest with respect to the Certificate to be prepaid shall cease to accrue and become payable. If such moneys shall not be so available on the Interest Payment Date, interest with respect to such Certificate shall continue to be payable at the same rates as it would have been payable had the Certificate not been called for prepayment. All moneys held by or on behalf of the Trust Administrator for the prepayment of a particular Certificate shall be held in trust for the account of the Owner of the Certificate so to be prepaid. The Trust Administrator shall not be liable for any interest earned on the amounts so held.

**Section 4.06. Purchase of Certificates.** In lieu of prepayment of Certificates as provided in this Article IV, amounts held by the Trust Administrator for such prepayment may also be used on any Interest Payment Date, upon receipt by the Trust Administrator at least ninety (90) days prior to the next scheduled Interest Payment Date of the written request of a District Representative, for the purchase of Certificates at public or private sale as and when and at such prices (including brokerage, accrued interest and other charges) as the District may in its discretion direct, but not to exceed the prepayment price which would be payable if such Certificates were prepaid; *provided, however*, that no Certificate shall be purchased in lieu of prepayment with a trade settlement date less than seventy-five (75) days prior to the relevant prepayment date. The aggregate principal amount of Certificates of the same maturity purchased in lieu of prepayment pursuant to this Section 4.06 shall not exceed the aggregate principal amount of Certificates of such maturity which would otherwise be subject to such prepayment. Remaining moneys, if any, shall be deposited in the Installment Payment Fund.

## ARTICLE V INSTALLMENT PAYMENTS; INSTALLMENT PAYMENT FUND

**Section 5.01. Assignment of Rights in Installment Sale Agreement.** The Authority has, pursuant to the Assignment Agreement, transferred, assigned and set over to the Trust Administrator all of its rights, title and interest in the Installment Sale Agreement (excepting only its rights under Sections 5.08, 6.03 and 7.04 thereof), including but not limited to all of the Authority's rights to receive and collect all of the Installment Payments, any Prepayment and all other amounts required to be deposited in the Installment Payment Fund pursuant to the Installment Sale Agreement or pursuant hereto. All Installment Payments, any Prepayment and such other amounts which the Authority may at any time be entitled, shall be paid directly to the Trust Administrator and, in the event of the receipt or collection of Installment Payments by the Authority, such payments shall be deemed to be held or to have been collected or received by the Authority as agent of the Trust Administrator.

**Section 5.02. Establishment of Installment Payment Fund.** The Trust Administrator shall establish the Installment Payment Fund. All moneys at any time deposited by the Trust Administrator in the Installment Payment Fund shall be held by the Trust Administrator in trust for the benefit of the Owners of the Certificates. So long as any Certificates are Outstanding, neither the District nor the Authority shall have any beneficial right or interest in the Installment Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trust Administrator as hereinafter set forth.

**Section 5.03. Deposits.** There shall be deposited in the Installment Payment Fund all Installment Payments, Reserve Installment Payments and Prepayments received by the Trust Administrator, including any moneys received by the Trust Administrator for deposit therein pursuant to Sections 4.01, 5.05, 6.02, hereof or Article IV of the Installment Sale Agreement, and any other moneys required to be deposited therein pursuant to the Installment Sale Agreement or pursuant to this Trust Agreement.

**Section 5.04. Application of Moneys in the Installment Payment Fund.** All amounts in the Installment Payment Fund shall be used and withdrawn by the Trust Administrator for deposit in the following respective funds (each of which is hereby created and each of which the Trust Administrator, the Authority or the District hereby covenants and agrees to cause to be maintained so long as any Certificates are Outstanding) at the following times and in the following order of priority (the Trust Administrator shall not withdraw from the Installment Payment Fund an amount in excess of the debt service scheduled to be paid by the Installment Payments deposited therein) and the moneys in each of such funds shall be applied, used and withdrawn only for the purposes and uses hereinafter authorized.

- (1) Interest Fund;
- (2) Principal Fund;
- (3) Reserve Fund; and
- (4) Short-Lived Assets Reserve Fund.

(a) ***Interest Fund.*** The Trust Administrator shall transfer from the Installment Payment Fund and deposit in the Interest Fund for receipt before September 1 and March 1 of each year, beginning on September 1, 2021, an amount of money from the Installment Payment Fund which is equal to the aggregate amount of the interest becoming due and payable on all Outstanding Certificates on such Interest Payment Date. No deposit need be made into the Interest Fund if the amount contained therein is at least equal to the amount of the interest becoming due and payable on all Outstanding Certificates on such Interest Payment Date. All money in the Interest Fund shall be used and withdrawn by the Trust Administrator solely for the purpose of paying the interest on the Outstanding Certificates; provided that any earnings on deposit in the Interest Fund after payment of interest on Certificates on an Interest Payment Date shall be transferred to the Installment Payment Fund.

(b) ***Principal Fund.*** The Trust Administrator shall deposit in the Principal Fund before September 1 of each year, an amount of money from the Installment Payment Fund equal to the Principal Component Payment payable on such Principal Payment Date. All money in the Principal Fund shall be used by the Trust Administrator to pay or purchase the Certificates in accordance with Article IV hereof; provided that any earnings on deposit in the Principal Fund after payment of Principal Component Payment of the Certificates on a Principal Payment Date shall be transferred to the Installment Payment Fund.

(c) ***Reserve Fund.*** All moneys at any time on deposit in the Reserve Fund shall be held by the Trust Administrator in trust for the benefit of the Owners of the Certificates, and applied solely as provided in Article VI herein.



(d) **Short-Lived Assets Reserve Fund.** All moneys at any time on deposit in the Short-Lived Assets Reserve Fund shall be held by the Trust Administrator, and applied solely as provided in Article VI herein.

**Section 5.05. Surplus.** Any surplus remaining in the Installment Payment Fund, after payment of all Certificates after each Principal Payment Date, and accrued interest (if any) and payment of any applicable fees, costs and expenses to the Trust Administrator, or provision for such prepayment or payment having been made to the satisfaction of the Trust Administrator, shall be withdrawn by the Trust Administrator and remitted to the District; provided, however, that so long as the Government is the Owner of the Certificates, revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the indebtedness evidenced by the Certificates.

## **ARTICLE VI RESERVE FUNDS**

**Section 6.01. Establishment of Reserve Fund.** The Trust Administrator shall establish the Reserve Fund and shall keep such fund separate and apart from all other funds and moneys held by the Trust Administrator. All moneys at any time on deposit in the Reserve Fund shall be held by the Trust Administrator in trust for the benefit of the Owners of the Certificates, and applied solely as provided herein.

**Section 6.02. Deposits.** There shall be deposited in the Reserve Fund the amounts specified in Section 3.11 of the Installment Sale Agreement.

**Section 6.03. Transfers.** The Trust Administrator shall, on or before each March 1 and September 1, transfer any moneys in the Reserve Fund in excess of the Reserve Requirement as provided in Section 8.03 hereof.

**Section 6.04. Application in Event of Deficiency in the Installment Payment Fund.** If, on any Interest Payment Date, the moneys available in the Installment Payment Fund do not equal the amount of the principal, interest and prepayment premium (if any) with respect to the Certificates then coming due and payable, the Trust Administrator, upon prior written concurrence from the Government, shall apply the moneys available in the Reserve Fund to make delinquent Installment Payments on behalf of the District and transfer the amount necessary for this purpose to the Installment Payment Fund. Upon receipt of any delinquent Installment Payment with respect to which moneys have been advanced from the Reserve Fund such Installment Payment shall be deposited in the Reserve Fund to the extent of such advance.

**Section 6.05. Transfer to Make All Installment Payments.** If on any Installment Payment Date, the moneys on hand in the Reserve Fund and the Installment Payment Fund are sufficient to pay all Outstanding Certificates, including all principal and interest the Trust Administrator shall, upon the written direction of a District Representative and with the prior written concurrence from the Government had and obtained, accompanied by all amounts then on hand in the Reserve Fund, deposit such funds in the Installment Payment Fund to be applied to the payment of the Installment Payments or Prepayments on behalf of the District, and such moneys shall be distributed to the Owners of the Certificates in accordance with Article II and Article IV of this Trust Agreement.

**Section 6.06. Replenishment of Reserve Fund.** The District shall maintain or cause to be maintained in the Reserve Fund an amount equal to the amounts required to be deposited therein pursuant to Section 3.11 of the Installment Sale Agreement, and thereafter the amount of the Reserve Requirement. If, on any date of computation, amounts on hand in the Reserve Fund are less than such required amounts because of a transfer therefrom made in accordance with Section 6.04 hereof, the District shall pay to the Trust Administrator, within one (1) year from the date of such deficiency if caused by a deficiency in Net Revenues, an amount necessary to bring the amounts on deposit in the Reserve Fund to the amount required to be maintained therein; provided, however, that the period of time permitted herein for the replenishment of the Reserve Fund by the District shall not affect any other provision of this Trust Agreement.

**Section 6.07. Establishment and Application of Short-Lived Assets Reserve Fund.** The Trust Administrator shall establish and maintain a separate “Short-Lived Assets Reserve Fund” as a special reserve fund for repair and/or replacement of short-lived assets of the Water System, and shall keep such fund separate and apart from all other funds and moneys held by the Trust Administrator.

In accordance with Section 3.12 of the Installment Sale Agreement, the Trust Administrator shall deposit an initial amount of \$5,000 into the Short-Lived Assets Reserve Fund on or before the Closing Date, and shall annually thereafter deposit \$5,000 into the Short-Lived Assets Reserve Fund by not later than June 30 of each year, starting with fiscal year ending June 30, 2021, and continuing for as long as any of the Certificates remain outstanding.

The District may withdraw amounts on deposit in the Short-Lived Assets Reserve Fund from time to time to pay for timely replacement of “short-lived assets” of the Water System, which for purposes of this Section shall mean any component or assets of the Water System, including without limitation pumps, paint and small equipment, that will need to be repaired or replaced over a one to fifteen-year period, the cost of which is not included within the definition of Operation and Maintenance Costs.

Notwithstanding the foregoing, before each June 30 the District shall evaluate the status and condition of short-lived assets of the Water System and, if such evaluation suggests that a lesser or greater deposit is required in order to provide for the timely replacement of any short-lived assets, the District may upon consultation by the District with the Government decrease the amount of the annual deposit into the Short-Lived Assets Reserve Fund if a lesser amount is indicated, but shall increase the amount of the annual deposit into the Short-Lived Assets Reserve Fund if a greater amount is indicated.

Upon the redemption in full of all outstanding Certificates, the District shall close the Short-Lived Assets Reserve Fund and the balance therein shall be released to the District and used for any legally permissible purpose of the Water System.

## **ARTICLE VII INSURANCE AND CONDEMNATION FUND; INSURANCE; EMINENT DOMAIN**

**Section 7.01. Establishment of Insurance and Condemnation Fund; Application of Net Proceeds of Insurance Award.** Any Net Proceeds of insurance against accident to or destruction of any structure constituting any part of the Project collected by the District in the event of any such accident or destruction shall be transferred by the District to the Trust Administrator pursuant to Section 5.07 of the Installment Sale Agreement and the Trust Administrator shall deposit such moneys in a special fund

designated as the “Insurance and Condemnation Fund” to be applied and disbursed by the Trust Administrator as provided in Section 5.07(a) of the Installment Sale Agreement.

**Section 7.02. Application of Net Proceeds of Eminent Domain Award.** If all or any part of the Project shall be taken by eminent domain (or sold to a government threatening to exercise the power of eminent domain) the Net Proceeds therefrom shall be transferred by the District to the Trust Administrator for deposit in the Insurance and Condemnation Fund pursuant to Section 5.07(b) of the Installment Sale Agreement and shall be applied and disbursed by the Trust Administrator as follows:

(a) If the District determines that such eminent domain proceedings have not materially affected the operation of the Project, or the ability of the District to meet any of its obligations under the Installment Sale Agreement, and if the District determines that such proceeds are: (i) not needed for repair, replacement or rehabilitation of the Project, upon receipt of a Written Certificate from the District the Trust Administrator shall transfer such proceeds to the Installment Payment Fund to be credited towards the prepayments required to be paid pursuant to Section 4.03 of the Installment Sale Agreement and applied to the prepayment of Certificates in the manner provided in Article IV hereof, or (ii) needed for repair or rehabilitation of the Project, upon receipt of a Written Certificate from the District the Trust Administrator shall pay to the District, or to its order, from said proceeds such amounts as the District may expend for such repair or rehabilitation, upon the filing of requisitions of the District Representative, substantially in the form described in Section 3.02 in connection with the payment of Construction Costs.

(b) If (i) less than all of the Project shall have been taken in such eminent domain proceedings, and if the District determines that such eminent domain proceedings have materially affected the operation of the Project or the ability of the District to meet any of its obligations under the Installment Sale Agreement or (ii) all of the Project shall have been taken in such eminent domain proceedings, then upon receipt of written instruction from the District the Trust Administrator shall transfer such proceeds to the Installment Payment Fund to be credited toward the prepayment required to be paid pursuant to Section 4.03 of the Installment Sale Agreement and applied to the prepayment of Certificates in the manner provided in Article IV hereof.

**Section 7.03. Excess Net Proceeds.** After all of the Certificates have been retired and the entire amount of principal and interest with respect to the Certificates and any remaining fees and expenses of the Trust Administrator have been paid in full, the Trust Administrator shall transfer any remaining funds to the District.

**Section 7.04. Cooperation.** The Authority shall cooperate with the District at the expense of the District in filing any proof of loss with respect to any insurance policy maintained pursuant to Article V of the Installment Sale Agreement and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof.

## **ARTICLE VIII MONEYS IN FUNDS; INVESTMENT**

**Section 8.01. Held in Trust.** The moneys and investments held by the Trust Administrator under this Trust Agreement, except for those held in the Construction Fund, are irrevocably held in trust for the benefit of the Owner(s) of the Certificates, and for the purposes herein specified, and such moneys, and any

income or interest earned thereon, shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either the Authority, the Trust Administrator or the District or any Owner of a Certificate, or any of them until after the Certificates have been paid in full.

**Section 8.02. Investments Authorized.** Moneys held by the Trust Administrator hereunder shall be invested and reinvested by the Trust Administrator, to the maximum extent practicable, in Permitted Investments. Unless otherwise directed, the Trust Administrator shall invest the affected moneys in Permitted Investments described in paragraph (vii) of the definition thereof. A District Representative may, by written order filed with the Trust Administrator, direct investment of moneys held by the Trust Administrator in specific Permitted Investments. Investments purchased with moneys on deposit in the Reserve Fund shall have a term not greater than five years. Investments, if registrable, shall be registered in the name of and held by the Trust Administrator or the Trust Administrator's nominee. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trust Administrator may act as principal or agent in the making or disposing of any investment. The Trust Administrator shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Article VIII. The Trust Administrator shall be entitled to rely conclusively upon the written instructions of a District Representative directing investments as to the fact that each investment is permitted by the laws of the State and constitutes a Permitted Investment hereunder, and the Trust Administrator shall not be required to make further investigation with respect thereto. To the extent that any of the requirements concerning any Permitted Investment embodies a legal conclusion, the Trust Administrator shall be entitled to conclusively rely upon a Written Certificate or certificate from the appropriate party or an opinion of counsel to such party that such requirement has been met.

**Section 8.03. Allocation of Earnings.** All interest or income received by the Trust Administrator on investment of the Construction Fund and Installment Payment Fund shall, as received, be retained in the applicable fund. Amounts retained in the Installment Payment Fund pursuant to this Section 8.03 shall be applied as a credit against the Installment Payment due by the District pursuant to the Installment Sale Agreement on the Installment Payment Date following the date of deposit. All interest or income received by the Trust Administrator on investment of the Reserve Fund shall be retained in the Reserve Fund in the event that amounts on deposit in the Reserve Fund are less than the Reserve Requirement. Pursuant to Section 6.03 hereof, in the event that amounts then on deposit in the Reserve Fund equal or exceed the Reserve Requirement, such excess shall be transferred to the Installment Payment Fund and shall be applied as a credit against the Installment Payment due by the District pursuant to the Installment Sale Agreement on the Installment Payment Date following the date of deposit. Transfers to the Installment Payment Fund from the Reserve Fund shall be made by the Trust Administrator on or prior to each Installment Payment Date.

**Section 8.04. Accounting.** The Trust Administrator shall furnish to the District a semi-annual accounting of all investments, transactions and disbursements made by the Trust Administrator.

**Section 8.05. Acquisition, Disposition and Valuation of Investments.**

(a) Except as otherwise provided in subsection (b) of this Section 8.05, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Trust Agreement, or otherwise containing gross proceeds of the Certificates (within the meaning

of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Trust Agreement or the Tax Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued at their present value (within the meaning of section 148 of the Tax Code).

## ARTICLE IX THE TRUST ADMINISTRATOR

**Section 9.01. Appointment of Trust Administrator.** The Trust Administrator is hereby appointed by the Authority and the District for the purpose of receiving all moneys required to be deposited with the Trust Administrator hereunder and to allocate, use and apply the same as provided in this Trust Agreement.

(a) **General.** The Trust Administrator is hereby authorized to pay or redeem the Certificates when duly presented for payment at maturity, or on prepayment, and to cancel all Certificates upon payment thereof. The Trust Administrator shall keep accurate records of all funds administered by it and of all Certificates paid and discharged. The Trust Administrator shall be compensated for its services rendered pursuant to the provisions of this Trust Agreement and shall be reimbursed for costs and expenses, including attorney's fees, incurred in connection therewith, subject to the provisions of any written agreement between the Trust Administrator and the District.

(b) **Successor.** So long as no Event of Default shall have occurred and be continuing, the District may, with the written consent of the Owners, remove the Trust Administrator initially appointed, and any successor thereto, on thirty (30) days written notice and may appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company which shall be a corporation organized and doing business under the laws of any state, the District or the United States of America, authorized under such laws to exercise corporate trust powers, which shall have (or, in the case of a corporation included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority, so long as any Certificates are Outstanding. If such corporation publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this Section 9.01 the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. Any removal of the Trust Administrator shall not be effective until written acceptance of appointment by the successor Trust Administrator.

(c) **Resignation.** The Trust Administrator may at any time resign by giving written notice to Authority and the District and by providing notice by first class mail, postage prepaid, to the Owners at their addresses as shown on the Certificate Register maintained by the Trust Administrator. Said mailing shall be made prior to the proposed effective date of resignation. Upon receiving such notice of resignation, the District, with the written consent of the Owners, shall promptly appoint a successor Trust Administrator by an instrument in writing; *provided, however,* that in the event that the District does not appoint a successor Trust Administrator within thirty (30)

days following receipt of such notice of resignation, the Authority may appoint a successor Trust Administrator and in the event that Authority does not appoint such successor Trust Administrator, the resigning Trust Administrator, at the expense of the District, may petition any appropriate court having jurisdiction to appoint a successor Trust Administrator. Any resignation or removal of the Trust Administrator and appointment of a successor Trust Administrator shall become effective upon acceptance of appointment by the successor Trust Administrator and receipt by the Trust Administrator of any fees and expenses due and payable to it.

**Section 9.02. Liability of Trust Administrator.** The recitals of facts, covenants and agreements herein and in the Certificates contained shall be taken as statements, covenants and agreements of Authority and the District, and the Trust Administrator neither assumes any responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Trust Agreement or of the Certificates nor shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Certificates assigned to or imposed upon the Trust Administrator.

**Section 9.03. Merger or Consolidation.** Any company into which the Trust Administrator may be merged or converted or with which any of them may be consolidated or any company resulting from any merger, conversion or consolidation to which any of them shall be a party or any company to which the Trust Administrator may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 9.01, shall be the successor to the Trust Administrator without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**Section 9.04. Protection and Rights of the Trust Administrator.** The following provisions shall apply to the Trust Administrator in the event the Trust Administrator is not then an officer or employee of the District and shall also apply to the Trust Administrator in the event the Trust Administrator is then an officer or employee of the District, but only to the extent that such provisions do not conflict with such Trust Administrator's duties as a District officer or employee.

(a) **Good Faith.** The Trust Administrator shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trust Administrator shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements.

(b) **Ownership Claims.** The Trust Administrator shall not be bound to recognize any person as an Owner of any Certificate or to take any action at such Owner's request unless such Certificate shall be deposited with the Trust Administrator or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trust Administrator.

(c) **Counsel.** The Trust Administrator may consult with counsel, who may be counsel to the District, with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

**(d) Proof.** Whenever in the administration of its duties under this Trust Agreement, the Trust Administrator shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the Written Certificate of the District Representative or Authority Representative and such Written Certificate shall be full warranty to the Trust Administrator for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trust Administrator may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

**(e) Owner.** The Trust Administrator may become the Owner of Certificates with the same rights it would have if it were not Trust Administrator; may acquire and dispose of other bonds or evidence of indebtedness of the District with the same rights it would have if it were not the Trust Administrator; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of the majority in principal amount of the Certificate then Outstanding.

**(f) Powers and Liability.** The Trust Administrator may execute any of the powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of its duty hereunder, and the Trust Administrator shall not be liable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trust Administrator shall not be liable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

**(g) Limits of Liability.** The Trust Administrator undertakes to perform such duties, and only such duties as are specifically set forth in this Trust Agreement and no implied duties or obligations shall be read into this Trust Agreement against the Trust Administrator. No provision in this Trust Agreement shall require the Trust Administrator to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it. In accepting the duties hereby enumerated, the Trust Administrator acts solely as Trust Administrator for the Owners and not in its individual capacity and all persons, including without limitation the Owners and the District or Authority having any claim against the Trust Administrator arising from this Trust Agreement shall look only to the funds and accounts held by the Trust Administrator hereunder for payment except as otherwise provided herein. Under no circumstances shall the Trust Administrator be liable in its individual capacity for the obligations evidenced by the Certificates. The Trust Administrator shall not be liable in its individual capacity with respect to any action taken or omitted to be taken by the Trust Administrator in good faith in accordance with the written request of the Owners of the Certificates.

**(h) No Representations.** The Trust Administrator makes no representation or warranty, express or implied as to the title, value, design, compliance with specifications or legal requirements,

quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the District of the Project. In no event shall the Trust Administrator be liable for incidental, indirect, special or consequential damages in connection with or arising from the Installment Sale Agreement or Trust Agreement for the existence, furnishing or use of the Project.

(i) **Enforcement; Knowledge.** The Trust Administrator shall not be responsible for the sufficiency or enforceability of the Installment Sale Agreement or the assignment under the Assignment Agreement of its rights to receive Installment Payments. The Trust Administrator shall not be deemed to have knowledge of any Event of Default hereunder or under the Installment Sale Agreement except failure by the District to make Installment Payments unless the Trust Administrator shall be specifically notified in writing of such Event of Default.

(j) **Released and Unclaimed Funds.** The Trust Administrator shall not be accountable for the use or application by the District or any other party of any funds which the Trust Administrator has released under this Trust Agreement. Subject to applicable escheat laws, any amounts unclaimed two (2) years after the final prepayment or maturity date of the Certificate, whichever occurs first, shall be paid by the Trust Administrator to the District, and thereafter, the Owner of any Certificate remaining unpaid shall look to the District for the payment of such Certificate.

**Section 9.05. Appointment of Trust Administrator.** In the event that an Event of Default shall occur or if it shall otherwise be necessary for the Trust Administrator to enforce payment of the Installment Payments, Prepayments or any other amount required to be deposited into the Installment Payment Fund or the Insurance and Condemnation Fund, or to exercise any of the remedies set forth in Article XIII hereof, or if it is determined that the Trust Administrator is unable to perform any of the other duties hereunder, the District, with the written consent of the Government as the Owner, shall appoint a bank or trust company as Trust Administrator hereunder (the "Trust Administrator") to succeed to the duties and responsibilities of the Trust Administrator hereunder, such appointment to be effective immediately upon written notice thereof to the Trust Administrator. Any Trust Administrator appointed in such circumstances shall meet the requirements of Section 9.01(b) hereof. Upon such appointment, the term "Trust Administrator" in this Agreement shall also refer to such Trust Administrator.

## ARTICLE X MODIFICATION OR AMENDMENT OF AGREEMENTS

### **Section 10.01. Amendments Permitted.**

(a) **With Consent.** This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Installment Sale Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then Outstanding, exclusive of Certificates disqualified as provided in Section 10.03, shall have been filed with the Trust Administrator. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Certificate or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing



the amount of principal thereof or reducing any premium payable upon the prepayment thereof, without the express consent of the Owner of such Certificate, or (2) reduce or have the effect of reducing the percentage of Certificates required for the affirmative vote or written consent to an amendment or modification of the Installment Sale Agreement, or (3) modify any of the rights or obligations of the Trust Administrator without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 10.02.

**(b) Without Consent.** This Trust Agreement and the rights and obligations of the Owners of the Certificates and the Installment Sale Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only to the extent permitted by law and only (1) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, or (2) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not, in the opinion of nationally recognized bond counsel, materially adversely affect the interest of the Owners of the Certificates, or (3) if and to the extent specified in an opinion of nationally recognized bond counsel filed with the District, the Authority and the Trust Administrator, to make such additions, deletions or modifications as may be necessary to assure compliance with section 148(f) of the Tax Code or otherwise as may be necessary to assure exclusion from gross income for purposes of federal income taxation of the interest component of Installment Payments. Any such supplemental agreement shall become effective upon its execution and delivery by the parties hereto or thereto as the case may be.

**(c) Counsel.** The Trust Administrator may obtain an opinion of Independent Counsel that any amendment entered into hereunder complies with the provisions of this Article X and the Trust Administrator may rely conclusively on such opinion.

#### **Section 10.02. Procedure for Amendment with Written Consent of Certificate Owners.**

**(a) General.** This Trust Agreement or the Installment Sale Agreement may be amended by supplemental agreement as provided in this Section 10.02 in the event the consent of the Owners of the Certificates is required pursuant to Section 10.01. A copy of such supplemental agreement, together with a request to the Certificate Owners for their consent thereto, shall be mailed by the Trust Administrator to the Owner of each Certificate at his address as set forth in the Certificate Register, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as provided in this Section 10.02.

**(b) Effective.** Such supplemental agreement shall not become effective unless there shall be filed with the Trust Administrator the written consent of the Owners of at least sixty percent (60%) in aggregate principal amount of the Certificates then Outstanding (exclusive of Certificates disqualified as provided in Section 10.03) and a notice shall have been mailed as hereinafter provided in this Section 10.02. Each such consent shall be effective only if accompanied by proof of ownership of the Certificate for which such consent is given, which proof shall be such as is permitted by Section 2.11. Any such consent shall be binding upon the Owner of the Certificate giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trust Administrator within five (5) Business Days of the date when the notice of

consent hereinafter in this Section 10.02 provided for has been mailed. Any revocation received by the Trust Administrator later than five (5) Business Days after such notice has been mailed shall be of no force and effect.

(c) **Notice.** After the Owners of the required percentage of Certificates shall have filed their consents to such supplemental agreement, the Trust Administrator shall mail a notice to the Owners of the Certificates in the manner hereinbefore provided in this Section 10.02 for the mailing of such supplemental agreement at the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Certificates and will be effective as provided in this Section 10.02 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section 10.02 to be filed with the Trust Administrator, shall be conclusive proof of the matters therein stated until the contrary is proved. Such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Certificates at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty (60) day period.

**Section 10.03. Disqualified Certificates.** Certificates owned or held by or for the account of the District or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the District (except any Certificate held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Certificates provided for in this Trust Agreement, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement.

**Section 10.04. Effect of Supplemental Agreement.** From and after the time any supplemental agreement becomes effective pursuant to this Article X, this Trust Agreement or the Installment Sale Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Certificates Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Installment Sale Agreement, as the case may be, for any and all purposes.

The District may adopt appropriate regulations to require each Certificate Owner, before such Owner's consent provided for in this Article X shall be deemed effective, to reveal whether the Certificate as to which such consent is given is disqualified as provided in Section 10.03.

**Section 10.05. Endorsement or Replacement of Certificates Delivered After Amendments.** The District may determine that Certificates delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the Trust Administrator, as to such action. In that case, upon demand of the Owner of any Certificate Outstanding at such effective date and presentation of his or her Certificate for the purpose at the Trust Office, a suitable notation shall be made on such Certificate. The District may determine that new Certificate, so modified as in the opinion of the District is necessary to conform to such Certificate Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Certificate then Outstanding, such

new Certificate shall be exchanged at the Trust Office, without cost to such Owner, for a Certificate of the same character then Outstanding, upon surrender of such Certificate.

**Section 10.06. Amendatory Endorsement of Certificate.** The provisions of this Article X shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificate held by him, provided that due notification thereof is made on such Certificate.

## **ARTICLE XI COVENANTS**

**Section 11.01. Compliance With and Enforcement of Installment Sale Agreement.** The District and the Authority covenant and agree with the Owners of the Certificates to perform all obligations and duties imposed on them under the Installment Sale Agreement and this Trust Agreement. The District or the Authority, immediately upon receiving or giving any notice or communication or other document in any way relating to or affecting their respective interests in the Project which may or can in any manner affect such interest, will deliver the same, or a copy thereof, to the Trust Administrator. The District and the Authority will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Installment Sale Agreement.

**Section 11.02. Payment of Taxes.** The District will, subject to any right of challenge thereof, pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon the Project or any part thereof, promptly as and when the same shall become due and payable; and the District will keep the Trust Administrator advised in writing of such payments. The District will not suffer the Project, or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor.

**Section 11.03. Observance of Laws and Regulations.** The District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it with respect to the Water System by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District with respect to the Water System to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

**Section 11.04. Prosecution and Defense of Suits.** The District shall promptly, upon request of the Trust Administrator or any Certificate Owner holding at least 25% in principal amount of the Certificates from time to time, take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project, whether now existing or hereafter developing and shall, to the extent permitted by law, prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and shall indemnify and save the Trust Administrator and every Certificate Owner harmless from all loss, cost, damage and expense, including attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

**Section 11.05. Further Assurances.** The Authority, the District and the Trust Administrator (at the cost and request of the District or the Authority) will make, execute and deliver any and all such further

resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming unto the Owners of the Certificates the rights and benefits provided herein.

**Section 11.06. Filing.** The District shall be responsible for the filing of any supplemental instruments or documents of further assurance as may be required by law in order to perfect or renew the security interests created by this Trust Agreement. Neither the Trust Administrator nor the Authority shall be responsible for such filing.

**Section 11.07. Private Activity Bond Limitation.** The District and the Authority shall assure that proceeds of the Certificates are not so used as to cause the Certificates or the Installment Sale Agreement to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

**Section 11.08. Federal Guarantee Prohibition.** The District and the Authority shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Certificates or the Installment Sale Agreement to be “federally guaranteed” within the meaning of section 149(b) of the Tax Code.

**Section 11.09. Rebate Requirement.** The District and the Authority shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Certificates and the Installment Sale Agreement.

**Section 11.10. No Arbitrage.** The District and the Authority shall not take, or permit or suffer to be taken by the Trust Administrator or otherwise, any action with respect to the proceeds of the Certificates which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Certificates or the Installment Sale Agreement to be “arbitrage bonds” within the meaning of section 148 of the Tax Code.

**Section 11.11. Maintenance of Tax-Exemption.** The District and the Authority shall take all actions necessary to assure the exclusion of interest with respect to the Certificates from the gross income of the Owners of the Certificates to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

**Section 11.12. Small Issuer Exemption from Bank Nondeductibility Restriction.** The District and Authority hereby designate the Installment Sale Agreement and Certificates for purposes of paragraph (3) of section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under section 103(a) of the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in section 141 of the Code, except certain qualified 501(c)(3) bonds as defined in section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), has been or will be issued by the District and Authority, including all subordinate entities of the District, during the calendar year 2021.

## ARTICLE XII LIMITATION OF LIABILITY

**Section 12.01. Limited Liability of District.** Except for the payment of Installment Payments and Prepayments when due in accordance with the Installment Sale Agreement and the performance of the other covenants and agreements of the District contained in said Agreement, the District shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Certificates with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Certificates, or the distribution of Installment Payments to the Owners by the Trust Administrator except as expressly set forth herein.

**Section 12.02. No Liability of the Authority for Trust Administrator Performance.** In the event that a Trust Administrator shall be appointed pursuant to Section 9.05 to perform the duties of Trust Administrator hereunder, neither the District nor the Authority shall have any obligation or liability to the other party or to the Owners of the Certificates with respect to the performance by such Trust Administrator of any duty imposed upon such Trust Administrator under this Trust Agreement.

**Section 12.03. Indemnification of Trust Administrator.** In the event that a Trust Administrator shall be appointed pursuant to Section 9.05 to perform the duties of Trust Administrator hereunder, the District shall to the extent permitted by law indemnify and save such Trust Administrator, its officers, employees, directors and agents harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of:

- (a) the use, maintenance, condition or management of, or from any work or thing done on, the Project by the Authority or the District;
- (b) any breach or default on the part of the Authority or the District in the performance of any of their respective obligations under the Installment Sale Agreement, this Trust Agreement and any other agreement made and entered into for purposes of the Project;
- (c) any act of the Authority or the District or of any of their respective agents, contractors, servants, employees or licensees with respect to the Project;
- (d) any act of any assignee of, or purchaser from the Authority or the District or of any of its or their respective agents, contractors, servants, employees or licensees with respect to the Project;
- (e) the acquisition, construction, installation and equipping of the Project or the authorization of payment of Construction Costs or Delivery Costs;
- (f) the actions of any other party, including but not limited to (i) the ownership, operation or use of the Project by the Authority or the District, (ii) the Trust Administrator's exercise and performance of its powers and duties hereunder, or (iii) the offering and sale of the Certificates. No indemnification will be made under this Section 12.03 or elsewhere in this Trust Agreement for willful misconduct or negligence under this Trust Agreement by such Trust Administrator, its officers or employees. The District's obligations hereunder shall remain valid and binding notwithstanding maturity and payment of the Certificates or resignation or removal of such Trust Administrator.

**Section 12.04. Limitation of Rights to Parties and Certificate Owners.** Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the District, the Authority, the Trust Administrator and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the District, the Authority, the Trust Administrator and said Owners.

### **ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES OF CERTIFICATE OWNERS**

**Section 13.01. Assignment of Rights.** Pursuant to the Assignment Agreement, the Authority transfers, assigns and sets over to the Trust Administrator all of the Authority's rights under the Installment Sale Agreement (excepting only the Authority's rights under Sections 6.03 and 7.04 thereof), including without limitation the Authority's rights to exercise such rights and remedies conferred on the Authority pursuant to the Installment Sale Agreement as may be necessary or convenient (i) to enforce payment of the Installment Payments, Prepayments and any other amounts required to be deposited in the Installment Payment Fund or the Insurance and Condemnation Fund, and (ii) otherwise to exercise the Authority's rights and take any action to protect the interests of the Trust Administrator or the Certificate Owners in an Event of Default.

**Section 13.02. Remedies.** If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trust Administrator may exercise any and all remedies available hereunder pursuant to law or granted pursuant to the Installment Sale Agreement.

Upon the occurrence of an Event of Default, the Trust Administrator may, and shall, at the written direction of the Owners of a majority of the principal amount of Certificates then Outstanding, by written notice to the District, declare the principal of the Installment Payments to be immediately due and payable, whereupon that portion of the principal of the Installment Sale Agreement thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Trust Agreement or in the Installment Payments to the contrary notwithstanding.

Remedies shall be cumulative with respect to the Trust Administrator and the Owners. If any remedial action is discontinued or abandoned, the Trust Administrator and the Owners shall be restored to their former positions.

**Section 13.03. Application of Funds.** All moneys received by the Trust Administrator pursuant to any right given or action taken under the provisions of this Article XIII or of Article VII of the Installment Sale Agreement, shall be applied by the Trust Administrator in the order following upon presentation of the several Certificates and the stamping thereon of the payment if only partially paid or upon the surrender thereof if fully paid:

(a) **First**, to the payment of the costs and expenses of the Trust Administrator hereunder (including, but not limited to, the costs and expenses of itself and its counsel) and, after such payment to the Trust Administrator, of the Certificate Owners in declaring such Event of Default, including reasonable

compensation to its or their agents, attorneys and counsel, together with interest on all such amounts advanced as provided in the Installment Sale Agreement;

**(b) Second,** to the payment of the whole amount then owing and unpaid with respect to the Certificates for principal and interest, with interest on the overdue principal and installments of interest at the rate or rates specified in the respective Certificates (but such interest on overdue installments of interest shall be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Certificates, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

**Section 13.04. Institution of Legal Proceedings.** If one or more Events of Default shall happen and be continuing, the Trust Administrator in its discretion may, and upon the written request of the Owners of a majority in principal amount of the Certificates then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owners of Certificates by a suit in equity or action at law, for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trust Administrator shall deem most effectual to enforce any of its rights or duties hereunder.

**Section 13.05. Non-waiver.** Nothing in this Article XIII or in any other provision of this Trust Agreement, or in the Certificates, shall affect or impair the obligation of the District, which is absolute and unconditional subject to Section 3.06 of the Installment Sale Agreement, to pay or prepay the Installment Payments as provided in the Installment Sale Agreement, or affect or impair the right of action, which is also absolute and unconditional, of the Certificate Owners to institute suit to enforce such payment. No delay or omission of the Trust Administrator or of any Owner of any of the Certificates to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XIII to the Trust Administrator or to the Owners of Certificates may be exercised from time to time and as often as shall be deemed expedient by the Trust Administrator or the Certificate Owners.

**Section 13.06. Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Trust Administrator or to the Certificate Owners is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

**Section 13.07. Power of Trust Administrator to Control Proceedings.** In the event that the Trust Administrator, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Certificates then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Certificates, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trust Administrator shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of at least a

majority in principal amount of the Certificates Outstanding hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

**Section 13.08. Limitation on Certificate Owners' Right to Sue.** No Owner of any Certificate shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (a) such Owner shall have previously given to the Trust Administrator written notice of the occurrence of an Event of Default hereunder; (b) the Owners of at least a majority in aggregate principal amount of all the Certificate then Outstanding shall have made written request upon the Trust Administrator to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trust Administrator reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trust Administrator shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trust Administrator.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Certificates of any remedy hereunder; it being understood and intended that no one or more Owners of Certificate shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Certificates.

The right of any Owner of any Certificate to receive payment of said Owner's proportionate interest in the Installment Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section 13.08 or any other provision of this Trust Agreement.

**Section 13.09. Parties Interested Herein.** Nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the District, the Authority, the Trust Administrator and the Owners any right, remedy or claim under or by reason of this Trust Agreement, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Trust Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the District, the Authority, the Trust Administrator and the Owners.

## ARTICLE XIV MISCELLANEOUS

**Section 14.01. Discharge.** The Outstanding Certificates may be paid and discharged in any one or more of the following ways:

- (a) **Payment.** By paying or causing to be paid the principal with respect to and interest with respect to all Certificates Outstanding, as and when the same become due and payable;
- (b) **Deposit.** By depositing with the Trust Administrator, in trust, at or before maturity, money which, together with the amounts then on deposit in the Installment Payment Fund and the



Reserve Fund, is fully sufficient to pay all Certificates Outstanding, including all principal and interest;

(c) **Escrow.** By irrevocably depositing with the Trust Administrator or an escrow agent, in trust, cash or Discharge Obligations in such amount as an independent nationally recognized certified public accountant shall determine in a written report delivered to the Trust Administrator or escrow agent will, together with the interest to accrue thereon and moneys then on deposit in the Installment Payment Fund and the Reserve Fund, if required, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Certificates (including all principal and interest) at or before their respective maturity dates; or

(d) **Security Deposit.** By depositing with the Trust Administrator, under an escrow deposit and trust agreement, security for the payment of Installment Payments as more particularly described in Section 4.05 of the Installment Sale Agreement, said security to be held by the Trust Administrator, as agent for District, and to be applied by the Trust Administrator to Installment Payments representing the obligation of the District under the Installment Sale Agreement, as described in Section 4.05 of the Installment Sale Agreement;

(e) **Effect.** Notwithstanding that any Certificates shall not have been surrendered for payment, all rights hereunder of the Owners of the Certificates and all obligations of the Authority, the Trust Administrator and the District under this Trust Agreement with respect to all Outstanding Certificates shall cease and terminate, except only the obligation of the Trust Administrator to pay or cause to be paid, from Installment Payments paid by or on behalf of the District from deposits pursuant to paragraphs (b) through (d) of this Section 14.01, to the Owners of the Certificates not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) through (d) of this Section 14.01, the Certificates shall continue to represent direct, undivided and fractional interests of the Owners thereof in Installment Payments under the Installment Sale Agreement.

(f) **Payment Date.** All monies held or deposited pursuant to subsections (b) through (d), above, shall be used to pay and prepay Certificates on the earliest possible date.

(g) **Surplus Funds.** Any funds held by the Trust Administrator, at the time of one of the events described above in subsections (a) through (d) above, which are not required for the payment to be made to Owners, or for payments to be made to the Trust Administrator by the District (including attorneys' fees), shall be paid over to the District.

Notwithstanding any contrary provision contained herein, so long as the Government is the Owner of the Certificates, the Certificates may not be defeased.

**Section 14.02. Records.** The Trust Administrator shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the District, the Authority, and the Owners of not less than 10% in aggregate principal amount of the Certificates Outstanding, or the agent of any of them, upon reasonable prior notice and during regular business hours.

**Section 14.03. Notices.** All written notices to be given under this Trust Agreement shall be given by mail first class, postage prepaid, to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 48 hours after deposit in the United States mail, with postage fully prepaid.

If to the District:	Calaveras County Water District 120 Toma Court P.O. Box 846 San Andreas, CA 95249 Attention: General Manager
If to the Authority:	Calaveras County Water District Public Financing Authority 120 Toma Court P.O. Box 846 San Andreas, CA 95249 Attention: Executive Director
If to the Trust Administrator:	Director of Administrative Services Calaveras County Water District 120 Toma Court P.O. Box 846 San Andreas, CA 95249 Attention: Director of Administrative Services
If to the Government:	Rural Development, United States Department of Agriculture 430 G Street Suite 4169 Davis, CA 95616 Attention: Community Programs Specialist <u>And</u> Rural Development, United States Department of Agriculture 855 Nordic Place Manteca, CA. 95336 Attention: Community Programs Specialist

**Section 14.04. Governing Law.** This Trust Agreement shall be construed and governed in accordance with the laws of the State.

**Section 14.05. Binding Effect; Successors.** This Trust Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever in this Trust Agreement the Authority, the District or the Trust Administrator is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Trust

Agreement contained by or on behalf of the Authority, the District or the Trust Administrator shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**Section 14.06. Execution in Counterparts.** This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**Section 14.07. Destruction of Canceled Certificate.** Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trust Administrator and the delivery to the District of any Certificate, the Trust Administrator may, in lieu of such cancellation and delivery, destroy such Certificate and deliver a certificate of such destruction to the District.

**Section 14.08. Headings.** The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to “Articles,” “Sections,” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

**Section 14.09. Limitation of Rights to Parties and Certificate Owners.** Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give to any person other than the Authority, the District, the Trust Administrator and the Owners of the Certificates, any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the District, the Trust Administrator and the Owners of the Certificates delivered hereunder.

**Section 14.10. Waiver of Notice.** Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**Section 14.11. Payments Due on Other than Business Day.** If the date for making any payment as provided in this Trust Agreement is not a Business Day, such payment must be made on the previous Business Day.

**Section 14.12. Payment of Unclaimed Moneys.** Notwithstanding any provisions of this Trust Agreement, any moneys held by the Trust Administrator in trust for the payment of the principal or interest due with respect to any Certificate and remaining unclaimed two years from the date of payment or prepayment of such Certificate, or if the law shall have been changed and the District has notified the Trust Administrator of such change or the Trust Administrator notifies the District, then on the date thirty (30) days prior to the then applicable escheat provision of State law, shall, on such date, be repaid to the District free from the trusts created by this Trust Agreement, and all liability of the Trust Administrator with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Trust Administrator may (at the cost and request of the District) first mail to the Owners to whom such amounts have not yet been paid, at the addresses shown on the Certificate Register, a

notice, in such form as may be deemed appropriate by the Trust Administrator with respect to the amounts so payable and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. The Trust Administrator shall not be liable for any interest on funds held by it. The District shall not be liable for any interest on the sums paid to it pursuant to this Section 14.12 and shall not be regarded as a Trust Administrator of such money.

**Section 14.13. Separability of Invalid Provisions.** In case any one or more of the provisions contained in this Trust Agreement or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant hereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

*[Signature Page to Follow on Next Page]*

**IN WITNESS WHEREOF**, the parties have executed this Trust Agreement as of the date and year first above written.

DIRECTOR OF ADMINISTRATIVE SERVICES OF  
THE CALAVERAS COUNTY WATER DISTRICT  
*as Trust Administrator*

By \_\_\_\_\_  
Director of Administrative Services

CALAVERAS COUNTY WATER DISTRICT  
PUBLIC FINANCING AUTHORITY

By \_\_\_\_\_  
Executive Director

CALAVERAS COUNTY WATER DISTRICT

By \_\_\_\_\_  
General Manager

Attest

By \_\_\_\_\_  
Clerk to the Board

**EXHIBIT A**

**FORM OF CERTIFICATE**

No. R-1

\*\*\*\$5,000,000.00\*\*\*

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA**

**CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY  
(Calaveras County, California)  
SERIES 2021 WATER REVENUE CERTIFICATE OF PARTICIPATION  
(Automatic Radio Read Meter Project)  
BANK QUALIFIED**

<b>INTEREST PAYMENT DATES</b>	<b>RATE OF INTEREST</b>	<b>DATED DATE</b>
<b>March 1 and September 1 as described below</b>	<b>1.750%</b>	<b>April __, 2021</b>

REGISTERED OWNER: UNITED STATES OF AMERICA, ACTING THROUGH RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

PRINCIPAL AMOUNT: FIVE MILLION DOLLARS

THIS IS TO CERTIFY THAT the Registered Owner identified above, or registered assigns, as the registered owner (the "Registered Owner") of this Series 2021 Water Revenue Certificate of Participation (the "Certificate") is the owner of a direct, undivided fractional interest in installment payments (the "Installment Payments") payable under the Installment Sale Agreement dated as of April 1, 2021 (the "Installment Sale Agreement") by and between the CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), and the CALAVERAS COUNTY WATER DISTRICT (the "District"), a county water district, duly organized and validly existing under the laws of the State of California. The Installment Payments and certain other rights and interests under the Installment Sale Agreement have been assigned to the Director of Administrative Services of the District, as trust administrator (the "Trust Administrator"), having an office in the location described in the Trust Agreement referred to below.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Installment Sale Agreement, on the Maturity Dates identified below, or any earlier prepayment date, the Principal Amounts identified below representing a direct, undivided fractional share of the portion of the Installment Payments designated as principal as follows:

<u>Maturity Date</u>	<u>Principal Due</u>	<u>Annual Interest Rate</u>	<u>Maturity Date</u>	<u>Principal Due</u>	<u>Annual Interest Rate</u>
09/01/2021			09/01/2041		
09/01/2022			09/01/2042		
09/01/2023			09/01/2043		
09/01/2024			09/01/2044		
09/01/2025			09/01/2045		
09/01/2026			09/01/2046		
09/01/2027			09/01/2047		
09/01/2028			09/01/2048		
09/01/2029			09/01/2049		
09/01/2030			09/01/2050		
09/01/2031			09/01/2051		
09/01/2032			09/01/2052		
09/01/2033			09/01/2053		
09/01/2034			09/01/2054		
09/01/2035			09/01/2055		
09/01/2036			09/01/2056		
09/01/2037			09/01/2057		
09/01/2038			09/01/2058		
09/01/2039			09/01/2059		
09/01/2040			09/01/2060		

and to receive on September 1, 2021, and semiannually thereafter on March 1 and September 1 of each year (each an “Interest Payment Date”) until payment in full of said principal the Registered Owner’s direct, undivided fractional share of the Installment Payments designated as interest coming due during the interest period immediately preceding each of the Interest Payment Dates. Interest represented hereby shall be payable at the above stated Rate of Interest from the Dated Date identified above. The Registered Owner’s share of the portion of the Installment Payments designated as interest is the result of the multiplication of the share of the portion of the Installment Payments designated as principal as shown and endorsed on the attached Certificate of Advances of Payment from the United States of America, by the Rate of Interest per annum identified above, calculated on the basis of a 365-day year.

Principal represented hereby is payable in lawful money of the United States of America upon surrender hereof at the Office of the Trust Administrator, and interest represented hereby is payable by check or draft mailed by first class mail by the Trust Administrator on each Interest Payment Date to the Registered Owner at such Owner’s address as it appears on the Certificates register of the Trust Administrator as of the preceding Record Date; provided, however, that so long as the United States of America remains the Registered Owner of the Certificates, payment of principal shall be made on each Principal Payment Date and payment of interest shall be made on each Payment Date to the Registered Owner, unless otherwise requested by the Registered Owner, by the Pre-Authorized Debit (PAD) payment process (i.e., the District’s payments shall be electronically debited from the Installment Payment Fund on each Interest Payment Date in accordance with the PAD process established by Form SF-5510 and Form RD 3550-28, both entitled “Authorization Agreement for Pre-Authorized Payments”).

This Certificate has been executed and delivered by the Trust Administrator pursuant to the terms of a Trust Agreement by and among the Trust Administrator, the Authority and the District, dated as of April 1, 2021 (the “Trust Agreement”). The District has certified that it is authorized to enter into the Installment Sale Agreement and this Trust Agreement under the laws of the State of California, for the purpose of paying the costs of certain public capital improvements.

Reference is hereby made to the Installment Sale Agreement and the Trust Agreement (copies of which are on file at the Office of the Trust Administrator) for a description of the terms on which the Certificates are delivered, the rights thereunder of the owners of the Certificates, the rights, duties and immunities of the Trust Administrator and the rights and obligations of the District under the Installment Sale Agreement, to all of the provisions of the Installment Sale Agreement and the Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

This single Certificate is issued by the Authority and represents the \$5,000,000 Series 2021 Water Revenue Certificate of Participation (Automatic Radio Read Meter Project), Bank Qualified, all of like, date, tenor and effect, but differing in amounts and maturities, authorized to be executed and delivered pursuant to the Trust Agreement.

This Certificate is transferable only to a Qualified Institutional Buyer (as such term is defined by Rule 144A of the Securities Act of 1933) or other persons with the consent of the District and the Authority, by the Registered Owner thereof in person or by his attorney duly authorized in writing, at the Trust Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Certificate for cancellation accompanied by delivery of a duly executed written instrument of transfer in the form appearing hereon. Upon such transfer, a new Certificate or Certificates of the same Maturity Date representing the same principal amount will be issued to the transferee in exchange herefor.

The District is obligated under the Installment Sale Agreement to pay the Installment Payments from Net Revenues (as such term is defined in the Installment Sale Agreement) on parity with all Parity Debt (as such term is defined in the Trust Agreement) issued or incurred within the meaning of the Installment Sale Agreement.

The obligation of the District to pay the Installment Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Installment Payments does not constitute a debt of the District, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The Certificate is subject to optional prepayment in whole, or in part among maturities in any manner as directed by the District and by lot within a maturity, on any Business Day, from prepayments of the Installment Payments made at the option of the District pursuant to the Installment Sale Agreement, at a prepayment price equal to the aggregate principal components of the Installment Payments to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

The Certificate is subject to mandatory prepayment on any date, in whole, or in part, from unexpended proceeds of the Construction Fund established under this Trust Agreement and from the net



proceeds of insurance or eminent domain proceedings, in either case deposited with the Trust Administrator, which are credited towards the prepayment of the Installment Payments pursuant to the Installment Sale Agreement, at a prepayment price equal to one hundred percent (100%) of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

As provided in this Trust Agreement, notice of prepayment shall be mailed by the Trust Administrator by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days before the prepayment date, to the Registered Owner of the Certificate, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment or the cessation of accrual of interest represented thereby. If this Certificate is called for prepayment and payment is duly provided herefor as specified in this Trust Agreement, interest represented hereby shall cease to accrue from and after the date fixed for prepayment.

The District has designated its obligations under the Installment Sale Agreement represented by this Certificate to be a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Code of 1986.

This Certificate is transferable by the Registered Owner hereof, in person or by his or her attorney duly authorized in writing, at the Trust Office of the Trust Administrator, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in this Trust Agreement and upon surrender and cancellation of this Certificate.

Upon such transfer a new Certificate or Certificates, of authorized denomination or denominations, representing the same aggregate principal amount and representing the same rate of interest and maturity date, will be delivered to the transferee in exchange herefor. The District, the Authority and the Trust Administrator may treat the Registered Owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the District, the Authority and the Trust Administrator shall not be affected by any notice to the contrary.

To the extent and in the manner permitted by the terms of this Trust Agreement, the provisions of this Trust Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of the Certificates then outstanding, and may be amended without such consent under certain circumstances; provided that no such amendment shall extend the fixed maturity of any Certificate or reduce the interest or principal represented thereby, without the express consent of the owner of such Certificate.

The Trust Administrator has no obligation or liability to the registered owners of the Certificates to make payments of principal, or interest with respect to the Certificates except from amounts on deposit for such purposes with the Trust Administrator. The Trust Administrator's sole obligations are to administer for the benefit of the registered owners of the Certificates the various funds and accounts established under this Trust Agreement and to perform the other duties expressly imposed upon it under this Trust Agreement.

The District has certified, recited and declared that all things, conditions and acts required by the laws of the State of California, the Installment Sale Agreement and this Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of the Certificates, do exist, have happened and have been performed in due time, form and manner as required by law.

This Certificate is given as evidence of a loan to the District made by the United States of America, acting through Rural Utilities Service, United States Department of Agriculture, pursuant to the Consolidated Farm and Rural Development Act, and shall be subject to the present regulations of the Rural Utilities Service or any successor agency thereto and to its future regulations not inconsistent with the express provisions hereof.

IN WITNESS WHEREOF, this Certificate has been authenticate, executed and delivered by the Trust Administrator, acting pursuant to this Trust Agreement.

AUTHENTICATED, EXECUTED AND DELIVERED, as of the Dated Date first written above.

TRUST ADMINISTRATOR

By: \_\_\_\_\_  
Director of Administrative Services of the  
Calaveras County Water District

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face hereof, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT \_\_\_\_ Custodian

TEN ENT -- as tenants by the Entireties

(Cust) \_\_\_\_ (Minor) \_\_\_\_  
under Uniform Gifts to Minors

JT TEN -- as joint tenants with \_\_\_\_ right of survivorship  
\_\_\_\_ and not as tenants in \_\_\_\_ common

Act \_\_\_\_\_  
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED  
THOUGH NOT IN THE LIST ABOVE

**ASSIGNMENT**

For value received the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Certificate and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_  
\_\_\_\_\_ attorney, to transfer the same on the Certificate Register of the Trust Administrator with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by an eligible guarantor.

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name (s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.



Record of Prepayment in Advance of Maturity  
of Certificates Represented by this Certificate

The Record of prepayment in advance of maturity on the registered Certificate shall be substantially as follows:

<u>Amount</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

**EXHIBIT B**

**\$5,000,000**

**CALAVERAS COUNTY WATER DISTRICT  
(Calaveras County, California)  
SERIES 2021 WATER REVENUE CERTIFICATE OF PARTICIPATION  
(Automatic Radio Read Meter Project)  
BANK QUALIFIED**

**WRITTEN REQUISITION NO. \_\_ FOR  
DISBURSEMENT FROM CONSTRUCTION FUND**

The undersigned hereby states and certifies that:

1. the undersigned is a duly designated “District Representative”, as such term is defined in that certain Trust Agreement, dated as of April 1, 2021 (the “Trust Agreement”), by and among the Director of Administrative Services of the Calaveras County Water District, as trust administrator (the “Trust Administrator”), the Calaveras County Water District Public Financing Authority (the “Authority”), and the Calaveras County Water District (the “District”), and as such, is familiar with the facts herein certified and is authorized and qualified to certify the same;

2. under Section 3.02 of this Trust Agreement, the Trust Administrator is hereby requested to disburse this date, from the Construction Fund established under this Trust Agreement, to the payees set forth on Attachment I attached hereto and by this reference incorporated herein, at the addresses identified thereon, the amount set forth opposite such payee for payment of Construction Costs;

3. the amounts to be disbursed constitute Construction Costs, that said amounts are required to be disbursed pursuant to a contract entered into therefor by or on behalf of the Authority or the District, or were necessarily and reasonably incurred, and that said amounts are not being paid in advance of the time, if any, fixed for payment;

4. no amount set forth in this requisition was included in any requisition requesting disbursement previously filed with the Trust Administrator pursuant to Section 3.02 of this Trust Agreement;

5. insofar as such requisition relates to payment for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed in furtherance of the construction of the Project or delivered to the appropriate site for such purpose, or delivered for storage or fabrication at a place approved by the District;

6. if such requisition relates to payment to a contractor, that no liens have been imposed on the Project as a result of said construction except liens that have not yet ripened or that would attach by operation of law; and

7. any capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in this Trust Agreement.

Dated: \_\_\_\_\_, 20\_\_

CALAVERAS COUNTY WATER DISTRICT

By: \_\_\_\_\_

Title: \_\_\_\_\_

As Acknowledged by:  
United States of America,  
*acting through Rural Utilities Service, United  
States Department of Agriculture*

By \_\_\_\_\_  
Authorized Officer

ATTACHMENT I

Payee Name and Address

Purpose of Obligation

Amount



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**ASSIGNMENT AGREEMENT**

**Dated as of April 1, 2020**

**by and between the**

**CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY,  
as Assignor**

**and the**

**DIRECTOR OF ADMINISTRATIVE SERVICES  
OF THE CALAVERAS COUNTY WATER DISTRICT,  
as Trust Administrator**

**Relating to**

**\$5,000,000  
CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY  
(Calaveras County, California)  
SERIES 2020 WATER REVENUE CERTIFICATE OF PARTICIPATION  
(Automatic Radio Read Meter Project)  
BANK QUALIFIED**

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## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT**, made and entered into as of April 1, 2020, by and between the CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California, as assignor (the “Authority”), and the DIRECTOR OF ADMINISTRATIVE SERVICES OF THE CALAVERAS COUNTY WATER DISTRICT, as trust administrator (the “Trust Administrator”) under the hereinafter-defined Trust Agreement;

### *WITNESSETH:*

**WHEREAS**, the Authority and the Calaveras County Water District (the “District”), have entered into an installment sale agreement, by and between the Authority and the District, dated as of April 1, 2020 (together with any amendments or supplements thereto, the “Installment Sale Agreement”), whereby the Authority has agreed to sell to the District, and the District has agreed to purchase from the Authority, certain improvements to the District’s Water System, as more particularly described in the Installment Sale Agreement (as amended or modified from time to time, the “Project”), in the manner and on the terms set forth in the Installment Sale Agreement; and

**WHEREAS**, under the Installment Sale Agreement, the Authority is required to deposit or cause to be deposited with the Trust Administrator certain moneys to be credited, held and applied in accordance with a trust agreement by and among the Trust Administrator, the Authority and the District, dated as of April 1, 2020, together with any amendments or supplements thereto (the “Trust Agreement”); and

**WHEREAS**, upon delivery of the Installment Sale Agreement and the deposit of moneys by the Authority with respect thereto, the District is obligated to pay certain installment payments to the Authority or its assignee. For the purpose of obtaining the moneys required to be deposited with the Trust Administrator, the Authority is willing to assign and transfer its right, title and interest under the Installment Sale Agreement to the Trust Administrator for the benefit of the owners of the Series 2020 Water Revenue Certificates (the “Certificates”) to be executed and delivered under the Trust Agreement, and in consideration of such assignment, the Trust Administrator is executing and delivering the Certificates to the Government as the purchaser thereof, the proceeds of which sale are anticipated by the Authority to be sufficient to provide the moneys required to be deposited by the Authority pursuant to the Installment Sale Agreement; and

**WHEREAS**, each of the parties hereto has authority to enter into this Assignment Agreement and has taken all actions necessary to authorize its officers to enter into it; and

**WHEREAS**, the capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement;

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:**

**Section 1. Assignment.** The Authority, for good and valuable consideration, does hereby irrevocably assign and transfer to the Trust Administrator, for the benefit of the Owners of the Certificates, all of its rights and interest in the Installment Sale Agreement (excepting only its rights under Sections 5.08, 6.03 and 7.04 thereof), including, without limitation, its rights to receive and collect Installment Payments from the District under the Installment Sale Agreement, its rights to the pledge of Net Revenues, the right to receive and collect any proceeds of any insurance maintained thereunder, or of any condemnation award rendered with respect to the Project and the right to exercise such rights and remedies as are conferred on the Authority by the Installment Sale Agreement as may be necessary to enforce payment of the Installment Payments when due or otherwise to protect its interests in the event of a default by the District. The Installment Payments shall be applied, and the rights so assigned shall be exercised, by the Trust Administrator as provided in the Trust Agreement for the benefit of the Owners of the Certificates.

**Section 2. Acceptance.** The Trust Administrator hereby accepts such assignment in trust for the purpose of securing, equally and proportionately, such payments and rights to the Owners of the Certificates delivered pursuant to the Trust Agreement, all subject to the provisions of the Trust Agreement.

**Section 3. Conditions.** This Assignment Agreement shall confer no rights and impose no duties upon the Trust Administrator beyond those expressly provided in the Trust Agreement.

*[Signature Page to Follow on Next Page]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment Agreement by their officers thereunto duly authorized as of the date in the first paragraph above.

CALAVERAS COUNTY WATER DISTRICT  
PUBLIC FINANCING AUTHORITY,  
*as Assignor*

By: \_\_\_\_\_  
Executive Director

DIRECTOR OF ADMINISTRATIVE SERVICES OF  
THE CALAVERAS COUNTY WATER DISTRICT,  
*as Trust Administrator*

By: \_\_\_\_\_  
Director of Administrative Services

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**RURAL DEVELOPMENT**

**RURAL UTILITY SERVICE**

**OFFER**

Subject to the Bond Specifications attached hereto as Exhibit A, the General Conditions attached hereto as Exhibit B, the Special Conditions attached hereto as Exhibit C, and the adoption of Form RD 1780-27, "Loan Resolution," the United States of America, hereinafter referred to as "the Government", hereby offers to make a loan in the sum of not to exceed \$5,000,000 to the Calaveras County Water District Public Financing Authority, in Calaveras County, in the state of California (hereinafter called "Authority") in order to aid in the construction of the new Automatic Radio Read Meter Project.

The loan herein provided for shall be made by purchase at par value of the Bonds in the sum of not to exceed \$5,000,000 and bearing interest at the rate of 1.750% per annum. In the event any other bidder offers to purchase any of the issue at a net interest rate of not more than 1.750% per annum, that portion of the issue will not be purchased by the Government, and it will purchase the balance of said issue. In such event, it is understood that the obligations of the Authority set forth in the Installment Sale Agreement and Trust Agreement would apply as fully and to the same extent as if the entire issue were sold to the Government. In the event that no bid is received from any bidders within the terms herein specified, the entire issue will be purchased by the Government, subject to the conditions aforesaid.

Upon acceptance, this offer, together with all of the Exhibits attached hereto and Form RD 1780-27, "Loan Resolution," shall become the Agreement.

This offer must be accepted within 60 days from the date hereof.

Dated this \_\_th day of \_\_\_\_\_, 2021.

UNITED STATES OF AMERICA

by: \_\_\_\_\_  
Acting Community Programs Director  
USDA Rural Development  
for the Rural Utility Service

**EXHIBIT A**

**FORM OF BOND**

**FORM OF CERTIFICATE**

No. R-1

\*\*\*\$5,000,000.00\*\*\*

**UNITED STATES OF AMERICA  
STATE OF CALIFORNIA**

**CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY  
(Calaveras County, California)  
SERIES 2021 WATER REVENUE CERTIFICATE OF PARTICIPATION  
(Automatic Radio Read Meter Project)  
BANK QUALIFIED**

<b>INTEREST PAYMENT DATES</b>	<b>RATE OF INTEREST</b>	<b>DATED DATE</b>
<b>March 1 and September 1 as described below</b>	<b>1.750%</b>	<b>April __, 2021</b>

REGISTERED OWNER: UNITED STATES OF AMERICA, ACTING THROUGH RURAL UTILITIES SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE

PRINCIPAL AMOUNT: FIVE MILLION DOLLARS

THIS IS TO CERTIFY THAT the Registered Owner identified above, or registered assigns, as the registered owner (the "Registered Owner") of this Series 2021 Water Revenue Certificate of Participation (the "Certificate") is the owner of a direct, undivided fractional interest in installment payments (the "Installment Payments") payable under the Installment Sale Agreement dated as of April 1, 2021 (the "Installment Sale Agreement") by and between the CALAVERAS COUNTY WATER DISTRICT PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), and the CALAVERAS COUNTY WATER DISTRICT (the "District"), a county water district, duly organized and validly existing under the laws of the State of California. The Installment Payments and certain other rights and interests under the Installment Sale Agreement have been assigned to the Director of Administrative Services of the District, as trust administrator (the "Trust Administrator"), having an office in the location described in the Trust Agreement referred to below.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Installment Sale Agreement, on the Maturity Dates identified below, or any earlier prepayment date, the Principal Amounts identified below representing a direct, undivided fractional share of the portion of the Installment Payments designated as principal as follows:

<u>Maturity Date</u>	<u>Principal Due</u>	<u>Annual Interest Rate</u>	<u>Maturity Date</u>	<u>Principal Due</u>	<u>Annual Interest Rate</u>
09/01/2021			09/01/2041		
09/01/2022			09/01/2042		
09/01/2023			09/01/2043		
09/01/2024			09/01/2044		
09/01/2025			09/01/2045		
09/01/2026			09/01/2046		
09/01/2027			09/01/2047		
09/01/2028			09/01/2048		
09/01/2029			09/01/2049		
09/01/2030			09/01/2050		
09/01/2031			09/01/2051		
09/01/2032			09/01/2052		
09/01/2033			09/01/2053		
09/01/2034			09/01/2054		
09/01/2035			09/01/2055		
09/01/2036			09/01/2056		
09/01/2037			09/01/2057		
09/01/2038			09/01/2058		
09/01/2039			09/01/2059		
09/01/2040			09/01/2060		

and to receive on September 1, 2021, and semiannually thereafter on March 1 and September 1 of each year (each an “Interest Payment Date”) until payment in full of said principal the Registered Owner’s direct, undivided fractional share of the Installment Payments designated as interest coming due during the interest period immediately preceding each of the Interest Payment Dates. Interest represented hereby shall be payable at the above stated Rate of Interest from the Dated Date identified above. The Registered Owner’s share of the portion of the Installment Payments designated as interest is the result of the multiplication of the share of the portion of the Installment Payments designated as principal as shown and endorsed on the attached Certificate of Advances of Payment from the United States of America, by the Rate of Interest per annum identified above, calculated on the basis of a 365-day year.

Principal represented hereby is payable in lawful money of the United States of America upon surrender hereof at the Office of the Trust Administrator, and interest represented hereby is payable by check or draft mailed by first class mail by the Trust Administrator on each Interest Payment Date to the Registered Owner at such Owner’s address as it appears on the Certificates register of the Trust Administrator as of the preceding Record Date; provided, however, that so long as the United States of America remains the Registered Owner of the Certificates, payment of principal shall be made on each Principal Payment Date and payment of interest shall be made on each Payment Date to the Registered Owner, unless otherwise requested by the Registered Owner, by the Pre-Authorized Debit (PAD) payment process (i.e., the District’s payments shall be electronically debited from the Installment Payment Fund on each Interest Payment Date

in accordance with the PAD process established by Form SF-5510 and Form RD 3550-28, both entitled “Authorization Agreement for Pre-Authorized Payments”).

This Certificate has been executed and delivered by the Trust Administrator pursuant to the terms of a Trust Agreement by and among the Trust Administrator, the Authority and the District, dated as of April 1, 2021 (the “Trust Agreement”). The District has certified that it is authorized to enter into the Installment Sale Agreement and this Trust Agreement under the laws of the State of California, for the purpose of paying the costs of certain public capital improvements.

Reference is hereby made to the Installment Sale Agreement and the Trust Agreement (copies of which are on file at the Office of the Trust Administrator) for a description of the terms on which the Certificates are delivered, the rights thereunder of the owners of the Certificates, the rights, duties and immunities of the Trust Administrator and the rights and obligations of the District under the Installment Sale Agreement, to all of the provisions of the Installment Sale Agreement and the Trust Agreement the Registered Owner of this Certificate, by acceptance hereof, assents and agrees.

This single Certificate is issued by the Authority and represents the \$5,000,000 Series 2021 Water Revenue Certificate of Participation (Automatic Radio Read Meter Project), Bank Qualified, all of like, date, tenor and effect, but differing in amounts and maturities, authorized to be executed and delivered pursuant to the Trust Agreement.

This Certificate is transferable only to a Qualified Institutional Buyer (as such term is defined by Rule 144A of the Securities Act of 1933) or other persons with the consent of the District and the Authority, by the Registered Owner thereof in person or by his attorney duly authorized in writing, at the Trust Office, but only in the manner, subject to the limitations and upon payment of the charges provided in the Trust Agreement, and upon surrender of this Certificate for cancellation accompanied by delivery of a duly executed written instrument of transfer in the form appearing hereon. Upon such transfer, a new Certificate or Certificates of the same Maturity Date representing the same principal amount will be issued to the transferee in exchange herefor.

The District is obligated under the Installment Sale Agreement to pay the Installment Payments from Net Revenues (as such term is defined in the Installment Sale Agreement) on parity with all Parity Debt (as such term is defined in the Trust Agreement) issued or incurred within the meaning of the Installment Sale Agreement.

The obligation of the District to pay the Installment Payments does not constitute an obligation of the District for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. The obligation of the District to pay Installment Payments does not constitute a debt of the District, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

The Certificate is subject to optional prepayment in whole, or in part among maturities in any manner as directed by the District and by lot within a maturity, on any Business Day, from prepayments of the Installment Payments made at the option of the District pursuant to the Installment Sale Agreement, at a prepayment price equal to the aggregate principal components of the Installment Payments to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.



The Certificate is subject to mandatory prepayment on any date, in whole, or in part, from unexpended proceeds of the Construction Fund established under this Trust Agreement and from the net proceeds of insurance or eminent domain proceedings, in either case deposited with the Trust Administrator, which are credited towards the prepayment of the Installment Payments pursuant to the Installment Sale Agreement, at a prepayment price equal to one hundred percent (100%) of the principal amount to be prepaid, together with accrued interest represented thereby to the date fixed for prepayment, without premium.

As provided in this Trust Agreement, notice of prepayment shall be mailed by the Trust Administrator by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days before the prepayment date, to the Registered Owner of the Certificate, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for prepayment or the cessation of accrual of interest represented thereby. If this Certificate is called for prepayment and payment is duly provided herefor as specified in this Trust Agreement, interest represented hereby shall cease to accrue from and after the date fixed for prepayment.

The District has designated its obligations under the Installment Sale Agreement represented by this Certificate to be a "qualified tax-exempt obligation" under Section 265(b)(3) of the Internal Revenue Code of 1986.

This Certificate is transferable by the Registered Owner hereof, in person or by his or her attorney duly authorized in writing, at the Trust Office of the Trust Administrator, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in this Trust Agreement and upon surrender and cancellation of this Certificate.

Upon such transfer a new Certificate or Certificates, of authorized denomination or denominations, representing the same aggregate principal amount and representing the same rate of interest and maturity date, will be delivered to the transferee in exchange herefor. The District, the Authority and the Trust Administrator may treat the Registered Owner hereof as the absolute owner hereof for all purposes, whether or not this Certificate shall be overdue, and the District, the Authority and the Trust Administrator shall not be affected by any notice to the contrary.

To the extent and in the manner permitted by the terms of this Trust Agreement, the provisions of this Trust Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate principal amount of the Certificates then outstanding, and may be amended without such consent under certain circumstances; provided that no such amendment shall extend the fixed maturity of any Certificate or reduce the interest or principal represented thereby, without the express consent of the owner of such Certificate.

The Trust Administrator has no obligation or liability to the registered owners of the Certificates to make payments of principal, or interest with respect to the Certificates except from amounts on deposit for such purposes with the Trust Administrator. The Trust Administrator's sole obligations are to administer for the benefit of the registered owners of the Certificates the various funds and accounts established under this Trust Agreement and to perform the other duties expressly imposed upon it under this Trust Agreement.

The District has certified, recited and declared that all things, conditions and acts required by the laws of the State of California, the Installment Sale Agreement and this Trust Agreement to exist, to have happened and to have been performed precedent to and in the delivery of the Certificates, do exist, have happened and have been performed in due time, form and manner as required by law.

This Certificate is given as evidence of a loan to the District made by the United States of America, acting through Rural Utilities Service, United States Department of Agriculture, pursuant to the Consolidated Farm and Rural Development Act, and shall be subject to the present regulations of the Rural Utilities Service or any successor agency thereto and to its future regulations not inconsistent with the express provisions hereof.

IN WITNESS WHEREOF, this Certificate has been authenticate, executed and delivered by the Trust Administrator, acting pursuant to this Trust Agreement.

AUTHENTICATED, EXECUTED AND DELIVERED, as of the Dated Date first written above.

TRUST ADMINISTRATOR

By: \_\_\_\_\_  
Director of Administrative Services of the  
Calaveras County Water District

**ABBREVIATIONS**

The following abbreviations, when used in the inscription on the face hereof, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT \_\_\_\_ Custodian

TEN ENT -- as tenants by the Entireties

(Cust) \_\_\_\_ (Minor) \_\_\_\_  
under Uniform Gifts to Minors

JT TEN -- as joint tenants with \_\_\_\_ right of survivorship  
\_\_\_\_ and not as tenants in \_\_\_\_ common

Act \_\_\_\_\_  
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED  
THOUGH NOT IN THE LIST ABOVE

**ASSIGNMENT**

For value received the undersigned do(es) hereby sell, assign and transfer unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within registered Certificate and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_  
\_\_\_\_\_ attorney, to transfer the same on the Certificate Register of the Trust Administrator with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by an eligible guarantor.

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name (s) as written on the face of the within Certificate in every particular, without alteration or enlargement or any change whatsoever.

Certificate of Advances of Payment from United States of America, acting through Rural Utilities Service,  
United States Department of Agriculture

\_\_\_\_\_

The following advances have been paid to and received by the District in the amount and on the date(s) set forth below, as evidenced by the Trust Administrator's signature set forth below, as evidenced by said Trust Administrator's signature set forth opposite "Date of Advance" and "Amount of Advance."

<u>Date of Advance</u>	<u>Amount of Advance</u>	<u>Signature of the Trust Administrator</u>
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
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_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Total principal sum of the within Certificate as advanced as of \_\_\_\_\_, 20\_\_ is \$\_\_\_\_\_.

Record of Prepayment in Advance of Maturity  
of Certificates Represented by this Certificate

The Record of prepayment in advance of maturity on the registered Certificate shall be substantially as follows:

<u>Amount</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

**EXHIBIT B**

**Calaveras County Water District Public Financing Authority**

**Series 2021 Water Revenue Certificate of Participation**

**GENERAL CONDITIONS**

**(To Come)**

**EXHIBIT C**

**Calaveras County Water District Public Financing Authority**

**Series 2021 Water Revenue Certificate of Participation**

**SPECIAL CONDITIONS**

**(To Come)**

# Agenda Item

DATE: April 14, 2021  
TO: Michael Minkler, General Manager  
FROM: Damon Wyckoff, Director of Operations  
RE: Report on the March 2021 Operations and Engineering Departments

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## **RECOMMENDED ACTION:**

Receive Report on the Operations and Engineering Departments Report for Divisions 1 through 5.

## **SUMMARY:**

Attached is the monthly Operations and Engineering Departments Report for March 2021. This report will review the operational status and work completed by departmental administration and each of the five Divisions. The report will cover the following:

- Administration
- Engineering
- Water treatment plants
- Wastewater treatment plants
- Distribution
- Collections
- Construction
- Electrical
- Mechanical

Staff will be present the report to the Board of Directors and will be available for questions

## **FINANCIAL CONSIDERATIONS:**

None.

*Attachment: March 2021 Operations and Engineering Department Reports for Division 1 through 5*



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# Operations and Engineering Departments Report

March 1<sup>st</sup>, 2021 through March 31<sup>st</sup>, 2021

## **Director of Operations:**

1. On-going work associated with the Development of a Disinfection Byproducts Exceedance Corrective Action Plan for the Ebbetts Pass Distribution System
2. Participated in the online Town Hall Meeting for the AMI Project
3. On-going work with Engineering and Operations Staff to facilitate site visits for Consultants to provide them the opportunity to develop comprehensive proposals for District projects.
4. On-going work with Operations and Engineering Staff on multiple in-house construction projects, developer projects, and design efforts.
5. Site visits to multiple facilities to assess the ability to provide additional fire protection to the Sheep Ranch Community
6. On-going work with The District's consultant, General Manager, and District Engineer related to Capacity Fee development for the Copperopolis and La Contenta/Jenny Lind Service Areas
7. Participated in the District's Engineering Committee Meeting
8. Site visits with Blue Lake Springs Mutual Water Company to better understand their Distribution System.
9. Conducted the District's Quarterly Utilities Coordination Meeting

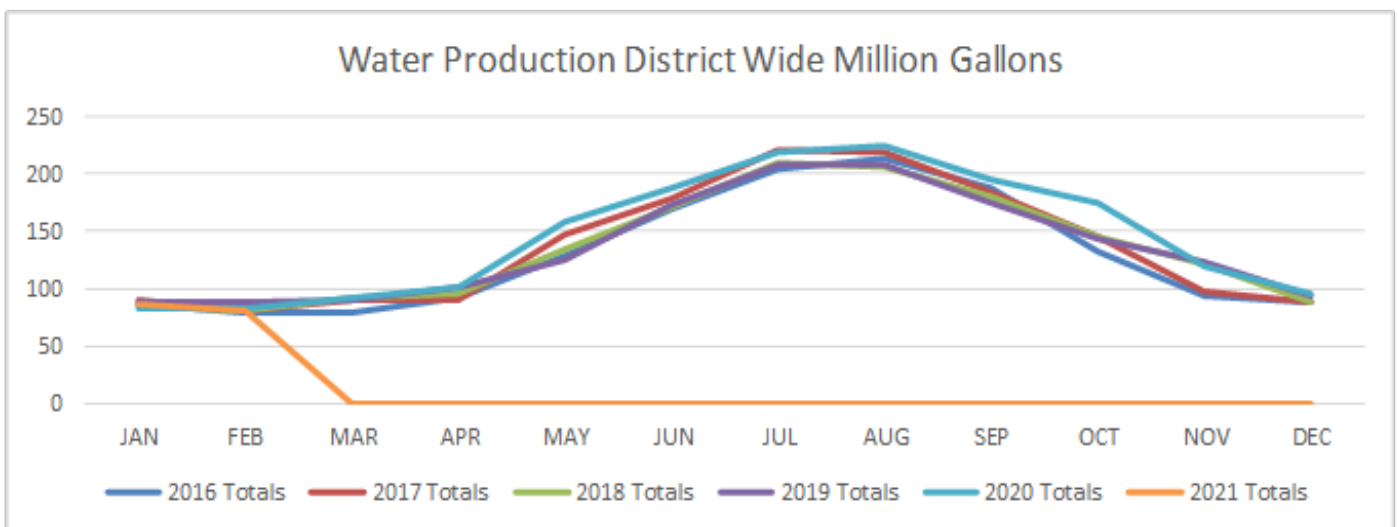
## **Administrative Technician:**

1. February Spray Reporting
2. Maintained Field Calendar
3. Received/Tracked All USA North Line 811 Locates – Handled Associated Calls
  - a. 283 District Line Locates – 03/01 – 03/31
4. Facilitated with Employee Reimbursements & Certificate Renewals
5. Field Training Course Ordering/Registrations
6. Process Operations Purchase Order Batches
7. On Call Reminders, Transfers, Logs
8. Electronic Lab Report Filing
9. Organizing and Archiving Operations Department Documents
10. Safety Tailgate Meetings: Create, Track, & Archive
11. Attended Various Meetings:  
Steering Committee, Coordination Meeting, Engineering Committee Meeting, All Employee Meeting
12. Worked on updates to SSMP Document.
13. Contacting Vendors & Updating CCWD's Billing Address
14. Miscellaneous Administrative Functions

## **Plant Operations Manager:**

1. Completed the review and acceptance of the Monthly State Water Reports for all the Districts Water Systems and submitted them to the State.
2. Completed the monthly Wastewater Reports for all the Districts WW Systems and submitted them to the State.

3. On-going coverage of the West Point water and wastewater treatment plants while the District works to backfill empty operator positions.
4. Participated in interviews for a new Treatment Plant Operator for Jenny Lind and for a new Treatment Plant Operator for Ebbetts Pass
5. On-going work to provided data to the District's Consultant working to complete the Urban Water Management Plan Update
6. Compiled data from the Calaveras River for Stockton East Water District for their annual water rights reporting.
7. Conducted inspections of La Contenta and West Point Regulating Reservoir Dams with the Division of Safety and Dams
8. Met onsite with Nexgen engineering at the West Point WWTP for the discussion of the consolidation project of Wilseyville and West Point WWTP's
9. Met with the electrical contractor at Wallace WWTP for preparing of switching out the electrical gear with new gear.
10. Participated in the District's Strategic Plan Development workshop.
11. On-going Administrative and Onsite work associated with the Startup operation of the Actiflo Pre-Treatment System at the Jenny Lind WTP
12. Conducted tours of the West Point Water Treatment Plant to engineering firms proposing on the design of the addition of a redundant filter.
13. On-going work associated with PO's and ordering supplies for different District facilities and projects.
14. Ongoing work efforts associated with the Ebbetts Pass HAA5 violation for purposes of public notification and data collection.
15. Hosted a meeting with East Bay MUD at our Mokelumne River pump station for relocation of their stream gage.
16. Set up and coordinated maintenance of all HVAC systems throughout the District.
17. Participated in the selection of an engineering firm for Arnold WWTP upgrade design.
18. On-going work efforts with the Districts CERS (California Environmental Reporting System) annual reporting
19. Starting the District's annual Water Quality reports data collection from all water systems for the year 2020
20. Starting the process of filling out the District's annual reports for all six of our water systems
21. Worked with the La Contenta WWTP Operator to replace numerous parts of the Trojan UV system



**Construction and Maintenance Manager:**

1. Provided the Director of Operations and the External Affairs/Customer Service Manager with a tour of the Sheep Ranch surface water diversion.
2. Onsite at 602 Tank in Rancho Calaveras to assess the tanks viability for use.
3. On-going work with the District's Purchasing Agent RE the CARB's emissions compliance requirements for both on-highway and off-highway vehicles

4. Pulled BacT sample in Copperopolis with the Distribution Crew to allay water quality concerns – sample result was absent.
5. Met with the Connor Estates HOA and multiple District Staffers to best understand some of their concerns related to District infrastructure.
6. Worked with the Distribution Crews to implement Cla-Val's Link2valve PRV operations and maintenance software.
7. Attended multiple training sessions including – AWWA's Operator Symposium, CARB Clean Fleets Webinar, a Motivation and Self-Regulation Webinar
8. Multiple onsite meetings with the Construction Crew to review work plan and prepare for jobs (Vallecito, Hunter's generator, Indian Rock Filter replacement, and Forest Meadows UV)
9. Onsite with County Inspectors to discuss a District paving job in Arnold.
10. Multiple meetings with the Collections Crew Supervisor to discuss various projects for upcoming fiscal years.
11. Worked with the Director of Operations and Supervisors to develop Capital Outlay requests for the 2021/22 budget.
12. SSMP Review and update
13. Ongoing work to assess ways to improve water quality within the Distribution System in Ebbetts Pass – RE the recent DBP exceedance.
14. Review of applications in anticipation of interviews to fill the vacant Collections position.

### **District Engineer**

1. On-Going extensive work related to reviewing contributed capital as part of GASB – 34 related to the Capacity Fee update project completed by HDR Consulting.
2. Participated in meetings and provided feedback to Engineering Staff on multiple in-play projects and work efforts including – AMI, Redwood Tanks, Copper Lift Stations, Arnold WWTP Upgrades, West Point Redundant Filter, and Wallace Electrical and SCADA improvements
3. Participated in the review and selection of proposals for a design consultant for the Arnold WWTP Improvements Project
4. Participated in the review and selection of proposals for a design consultant for the West Point Redundant Filter Project
5. Extensive review of the 100% design plans and project manual for the Copper Cove Lift Station Rehabilitation and Force Main Replacement Project
6. On-going work supporting Engineering Staff work efforts – AMI, Wallace SCADA and Electrical Upgrades, and Developer Projects.

### **Purchasing Agent:**

1. Processed the CARB's large vehicle fleet one-time reporting requirement and submitted.
2. Attended the CARB's workshop on proposed amendments to emissions requirements for the District's large vehicle fleet.
3. Worked with Enterprise Fleet Management to develop the next phase of proposed District vehicle replacements for the 2021/22 FY Budget.
4. Delivered material and parts to multiple crews.
5. Ordered safety material for Ebbetts Pass.
6. Developed Recommendation for Purchase documentation for a replacement UV system for the Forest Meadows WWTP
7. PO processing
8. On-going work associated with organizing the Warehouse.
9. Researched costs and options for Capital Outlay equipment for requests incorporated in the FY 2021/22 budget.
10. Coordinated scrapper work at the West Point WWTP and participated in site cleanup with members of the Construction Crew.
11. Met with multiple vendors regarding multiple items – purchases, research, delivery, alternatives, etc.
12. Coordinated material and equipment purchases and delivery with Field Supervisors to ensure timely arrival for jobs.

## **Engineering Department**

1. Weekly meetings with Engineering Dept
2. Quarterly Utilities Meeting
3. Bi-weekly Coordination meetings (Engineering, Ops & Customer Service)
4. Engineering Committee Meeting
5. AMI/AMR Meter Project (bi-weekly meetings, Town Hall)
6. West Point Redundant Filter Project (Proposal acceptance, correspondence)
7. Arnold WWTF Project (Proposal acceptance, correspondence)
8. Wallace Lake Estates WWTF Electrical Improvement Project (Executed contract, NTP)
9. Jenny Lind WTP Filter Rehab (Executed contract, NTP)
10. Redwood Tanks Project (Post addendums)
11. Copper Cove Lift Stations Project (Submittal review)
12. Had Pre-Bid Conference for EP Water Tank Project – Out of the Pre-Bid Conference issued Addendum allowing Welded Steel Tanks along with the Glass-Fused-Bolted Steel Tanks.
13. Continued to work with Mueller on Planning for upcoming Meter Project.
14. Working on Piping Plans for EP Water Tank Construction Contract that will follow Materials Furnishing Contract currently out to Bid.
15. Completed Wallace Pilot Project for Meters – able to access water usage information online for 12 Meters installed.
16. Working on Request for Proposal that will go out next week for Purchase of Metal Building
17. Service connection inspections 5-10.
18. Inspected developer project Gold Creek unit 3, coordinated work schedule with developer.
19. Reviewed RFPs for west point project.
20. Reviewed RFPs for Arnold Wastewater.
21. Worked with management on multiple projects.
22. Reviewed plans for multiple projects.
23. Put together scope of work for hydro flushing and camera inspection of Copper hills unit 2 sewer failure. And for office staff to forward on to contractor for price.
24. Additional consultant site visits and receipt of four proposal for the Arnold WWTF Secondary Clarifier Project, CIP 15063 RFP. In process and consultant selection.
25. Addressing issue concerning noise level of equipment at the Wallace WWTF. Isolated and identified issue regarding blower failure to start.
26. Ongoing update of District Design and Construction Standards Manual.
27. Data collection and assistance to consultant for predesign of West Point/Wilseyville Consolidation Project, CIP 15091.
28. Execution of Wallace WWTF Project, CIP 15087. Kick-off construction meeting.
29. Submittal and schedule receipt and review for construction of Wallace WWTF Project, CIP 15087. Design change mounting system of antenna tower and location of antenna.
30. Data collection at Huckleberry Lift Station concerning pump operation.

## **Water Treatment Plants:**

### **Copper Cove Water Treatment Plant:**

1. On-going issues with radio communications – the troubleshoot effort continues.
2. Continue to flush the raw line to eliminate built-up debris.
3. On-going work associated with Streaming Current Detector Operations
4. Replaced failed level transducer at B Tank.
5. On-going PG&E related power issues – continue to cause plant issues.
6. Replaced filter nozzles and removed failed surface wash bearing for replacement.
7. On-going work associated with the installation of the new SCADA system.

### **Hunter's (Ebbett's Pass) Water Treatment Plant:**

1. Operations as usual
2. Resampled disinfection byproducts due to ongoing redwood tank and detention time issues and DBP formation
3. Comparative samples sent to 2 different laboratories.

**Jenny Lind Water Treatment Plant:**

1. Operations as usual
2. Continued training of two new operators
3. Multiple schedule adjustments RE being down operators.

**Sheep Ranch Water Treatment Plant:**

1. Operations as usual

**Wallace Lake Estates Well System:**

1. Operations as usual

**West Point Water Treatment Plant:**

1. Operations by committee

**Wastewater Treatment Plants:**

**Arnold Wastewater Treatment Plant:**

1. Operations as usual
2. Work to accommodate Facility Tours related to Plant Rehab Design RFPs

**Copper Cove Wastewater Treatment Plant:**

1. Routine operations as required by permit.
2. Extensive Comm Fail Issues related to radio equipment.
3. Working to verify final details for the Pond 6 slide gate before ordering.
4. Ponds are filling up quickly with reclaim plant online.
5. New ultrasonic algae control unit installed in Pond 4. Pond 6 install to follow.

**Copper Cove Wastewater Reclamation Plant:**

1. New valves and positioners installed and tested.
2. Filter rehab prep work done – modified handrails to facilitate media removal and replacement. Installed a water supply to facilitate media replacement.
3. New soft start installed on the backwash/effluent pump.
4. New flow meters installed at the Clearwell for totaling raw and effluent flows to the golf course.

**Country House Wastewater Facility:**

1. Operations as usual

**Forest Meadows Wastewater Treatment Plant:**

1. Operations as usual
2. On-going work to acquire multiple quotes to replace the UV System.
3. On-going work with the Construction Crew to install a new metal building over the belt press and rehab the UV Disinfection Building roof

**Indian Rock Vineyards Wastewater Facility:**

1. Operations as Usual - Weekly inspection of facility. Switched leach fields, tested pumps, changed chart, weekly reads for state compliance.

**La Contenta Wastewater Treatment Plant:**

1. Operations as usual

**Mountain Retreat / Sequoia Woods Wastewater Facility:**

1. Operations as usual

**Six Mile Wastewater Collection System:**

1. Monthly reads taken and report submitted to the City of Angels Camp

**Southworth Wastewater Treatment Plant:**

1. Operations as usual

**Vallecito / Douglas Flat Wastewater Treatment Plant:**

1. Operations as usual
2. On-going work to obtain quotes for grit and FOG removal Systems and backup actuators, sensors, and valves.
3. On-going repair of sprayfield system damaged by cows entering the District's property.

**West Point Wastewater Treatment Plant:**

1. Operations as usual

**Wilseyville Wastewater Facility:**

1. Operations as usual

**Distribution:**

**Copperopolis Distribution System:**

**SERVICE LINE WORK**

1. Council Trail Corp 10gpm
2. Deer Field 1" 3 Gpm
3. Council Trail 1 1/4 7 Gpm
4. Vista Knoll 1" 1 Gpm
5. Dolores 3/4" 7 Gpm
6. Sunrise 1" 5 Gpm
7. Indian Hills Corp 5 Gpm
8. Brett Heart 1" 3 Gpm
9. Pueblo Trail 1 1/4"
10. Bay view 1 1/4" 10 Gpm
11. Sunrise 1" 4 Gpm

**MAIN LINE WORK**

1. None currently

**Additional Work**

1. USA's
2. Flushed 251,467 gallons.
3. Installed 3 new 1" Services.
4. 40 valves exercised.
5. Rebuilt and tested Cla – Val CRD's

**Ebbett's Pass Distribution System:**

**SERVICE LINE WORK**

1. None currently

**MAIN LINE WORK**

1. Diablo View – 2" PVC
2. Sheep Ranch – 6" AC

**Additional Work**

1. Customer Service Work Orders
2. USA Line Locates – 159

**Jenny Lind Distribution System:**

**SERVICE LINE WORK**

1. Baldwin
2. Redman
3. Heineman
4. Dunn
5. Davidson Ct.
6. Cane
7. Main St. Jenny Lind
8. Westhill
9. McCauley

**MAIN LINE WORK**

1. None currently

**ADDITIONAL WORK**

1. Service Requests for the JL area
2. USA line locates for JL area.
3. Weekly tank and pump station checks
4. Monthly Tank Checks
5. Monthly Flushing

6. Replaced the ARV between Redman and Goggin
7. Met with the Cla-Val Representative to develop an online PRV Maintenance Program
8. Entered valve exercising work orders into the Mobile MMS System
9. Received a new dump truck and brought the old one to the West Point Corp Yard
10. Rebuilt 8" valve in New Hogan Lake Estates
11. Completed a new service lateral install on Macatee.
12. Completed rebuild and installation of 2" bypass on Cla-Val PRV on Bergsma

### **West Point Distribution System:**

#### **SERVICE LINE WORK**

1. None currently

#### **MAIN LINE WORK**

1. None currently

#### **ADDITIONAL WORK**

1. USA Line locates
2. Service Requests ranging from Read/Leave Ons, Restores, Pressure issues, Re-reads.

### **Collections:**

1. Took confined space equipment to Stockton for yearly safety inspections.
2. Pulled pumps at Lift Station 3 in Arnold and de-ragged.
3. Pumped and cleaned the septic tank at the Barn.
4. Installed chopper pump at Lift Station 17 in Copperopolis
5. Provided C-5 entry assistance at the Arnold WWTP to pull pump 1 in the return basin.
6. Hydro'd the line above the highway 4 lift station and cleaned the wetwell.
7. Routine weekly lift station checks
8. Pumped and cleaned vault in the belt press building at the Arnold WWTP.
9. Troubleshoot transfer switch problems with Electrical at Lift Station 43
10. Replaced septic tank lids at Mill Creek Circle
11. Performed yearly maintenance on dry cans at lift stations in Copperopolis.
12. Replaced septic tank lid at Angels Road.
13. Pumped and cleaned lift stations 8,9,10,11, and 21 in Copperopolis.
14. Emergency pump down of septic tank on Juniper in Copperopolis
15. Replaced on/off float at septic Tank in West Point
16. Replaced Pump 1 at Six Mile Lift Station
17. Repaired Main off Juniper in Copperopolis.
18. Replaced on/off float at septic tank off Pennsylvania Gulch Rd Indian Rock Village
19. Installed three new ARI valves on Six-Mile Force Main
20. Met with the Property Owner near Lift Station 19 in Copperopolis to discuss his fence installation.
21. Cleared roots out of multiple sewer lines.
22. Moved multiple trailer mounted generators to multiple sites.
23. Assisted electrical in re-wiring a septic tank pump in Copperopolis.
24. Cleaned and serviced ARV's inside lower cross-country pump room
25. Repaired septic tank effluent line in Six-Mile Village
26. Began cleaning and Television inspecting the sewer system in Arnold.

### **Construction:**

1. Provided leak repair assistance to the Copper Cove Distribution Crew
2. Provided leak repair assistance to the Ebbetts Pass Distribution Crew
3. Built a pad and dug the footings for the electrical trailer at the Hunters WTP.
4. Hauled trailer-mounted generator from the Wilseyville pressure station to the Mechanics Shop for repair
5. Cleaned up site and worked on drainage at the West Point Wastewater Treatment Plant / Shop site
6. Prepared for the installation of a grit removal tank at the Vallecito WWTP.

## **Electrical:**

1. Performed multiple electrical 811 locates in the Copper Area on various days.
2. Emergency repair of failed aerator in Pond #1 at CCWWTP
3. Troubleshoot pump fail to stop alarm at Copper Cove Lift Station #6
4. Made/installed labels for new Rosemont flow meters at Copper Cove reclaim plant.
5. Troubleshoot and repaired alarm history page crash on FMWWTP SCADA system
6. Troubleshoot Automatic transfer switch at Copper Cove Lift Station #43 after failure, spec'd out new unit and ordered it.
7. Troubleshoot and repaired Pond 1 aerator #4 after power outage at CCWWTP
8. Troubleshoot and repaired catch pond radio communications after power failure at CCWWTP
9. Wired up/tested new pump #1 at 6-mile lift station.
10. Emergency repair of chemical pump control system at JLWTP
11. Repaired LCWWTP UV system after multiple failures due to power outage, new power supply and new control board were installed.
12. Troubleshoot and repaired high speed radio system between A-Tank and JLWTP after multiple communication failures.
13. Replaced failed 120-volt hour meter at Copper Cove Lift Station #44
14. Troubleshoot streaming current alarm at JLWTP for filters 3&4.
15. Bypassed Modicon PLC and signal isolator to fix problem with Actiflo wet well level at JLWTP.
16. Troubleshoot and repaired failed RF communication between Copper Cove Reclaim and Copper Cove C-Tank by rerouting radio traffic to another site first.
17. Installed/programmed/tested new soft start at Copper Cove Reclaim plant after old one failed.
18. Changed phase rotation of Copper Cove Reclaim pump #1 after putting new soft start online.
19. Adjusted new Copper Cove reclaim plant flow meters scaling after running plant for the first time since replacement of meters, changed scaling in SCADA system for accurate display of GPM.
20. Had Connex container delivered to Hunters WTP for electrical part storage.
21. Replaced/programmed failed SC100 and UVT sensor at LCWWTP UV system restoring proper function of unit.
22. Troubleshoot failed blower #3 at LCWWTP, mechanical portion of blower was seized up.
23. Installed new septic control system at a home in 6-mile village.
24. Troubleshoot and repaired blower motor at Wallace WWTP after failure
25. Troubleshoot and repaired Ethernet routing switch at Copper C-Tank after AP-1 radio communication went down.
26. Troubleshoot all aerators failing at Copper Cove headworks, problem was PG&E supplying higher than spec voltage, PG&E replaced transformer and adjusted incoming voltage down to within spec.

## **Mechanical:**

1. Monthly Generator Checks in Copperopolis, West Point, Valley Springs, Wallace, Copperopolis, and on Highway 4.
2. Replaced leaking radiator on the Lakeview Lift Station Generator in Forest Meadows
3. Replaced faulty DEF tank heater and thermostat in Truck #621
4. Fabricated steel rack for metal storage in the welding shop
5. Replaced the leaking pump in the Vallecito dump trailer.
6. Installed a new water pump on the generator at the West Point WWTP
7. Repaired the generator at lift station 2 in Copperopolis – Rodent damage
8. Flipped the edges and rebuilt the worn-out heel plates on Bobcat at the Arnold Barn
9. Scanned and cleared emissions codes on Truck #722 and completed after treatment regeneration.
10. Performed complete service on VacCon #126. Repaired coolant leak. Adjusted hydraulic pressure to within manufacturer specifications to improve performance. Service Auxiliary engine
11. Upgraded the valves at the Copper Cove Reclaim Plant
12. Adjusted tracks on the Bobcat skid steer at Vallecito
13. Completed 90 Day BIT Inspection and adjusted clutch and brakes on VacCon #126
14. Replaced a blower at the La Contenta WWTP
15. Installed a replacement blower at the Hunters WTP.



16. Replaced the block heater on the generator at the Jenny Lind WTP
17. Repaired the trailer connector on the Kenworth.
18. Installed auxiliary lights and painted, installed, and wired a fuel cell for the vehicle.
19. Repaired coolant leaks on truck #135 (EP VacCon)
20. Tested backflows at the main office
21. Painted new hood and right fender for truck #529 for tree damage repairs.
22. Assisted the Collections Crew with de-ragging the pumps and re-installing at Lift Station 3 in Arnold
23. Installed a new rear axle in the meter readers jeep.
24. Designed, fabricated, and installed a wastewater mixer lift-rail assembly for the Forest Meadows WWTP
25. Changed the oil on the backhoe in Arnold.
26. Assisted in the correction of poor voltage output at the Lower Cross-Country Generator in Copperopolis
27. Corrected "no start faults" on generators at lift station 20 and Copper Cove WTP
28. Completed inventory and maintenance of the District's Mechanics Shop

**Prepared by: Damon Wyckoff, Director of Operations**