



**RESOLUTION NO. 2022-87**  
**RESOLUTION NO. PFA-02**  
**ORDINANCE NO. 2022-02**

## **AGENDA**

### **OUR MISSION**

Protect, enhance, and develop Calaveras County's water resources and watersheds to provide safe, reliable, and cost-effective services to our communities.

Regular Board Meeting  
Wednesday, August 10, 2022  
1:00 p.m.

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

**Board Chambers are open to the public and the following alternative is available to members of the public who wish to participate in the meeting virtually:**

### **Microsoft Teams meeting**

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

[+1 323-647-8603,,992667616#](#) United States, Los Angeles

Phone Conference ID: 992 667 616#

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**

1. **ROLL CALL**

2. **PUBLIC COMMENT**

**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.**

---

### **BOARD OF DIRECTORS**

Cindy Secada, President  
Bertha Underhill, Director

Scott Ratterman, Vice President  
Russ Thomas, Director

Jeff Davidson, Director

**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 Meeting of July 13, 2022  
(Rebecca Hitchcock, Clerk to the Board)
- 3a Review Board of Directors Monthly Time Sheets for July 2022  
(Rebecca Hitchcock, Clerk to the Board)
- 3c Ratify Claim Summary #604 Secretarial Fund in the Amount of \$3,319,948.55 for July 2022  
(Jeffrey Meyer, Director of Administrative Services) **RES 2022-\_\_\_\_**
- 3d Re-Authorizing Remote Teleconference Meetings of the Board of Directors of The Calaveras County Water District for the Period of August 10 through September 7, 2022, Pursuant to AB 361  
(Rebecca Hitchcock, Clerk to the Board) **RES 2022-\_\_\_\_**
- 3e Approval of Credit Adjustment for APN 028-002-022  
(Jessica Self, External Affairs Manager) **RES 2022-\_\_\_\_**
- 3f Approval of Credit Adjustment for APN 711-04667-00  
(Jessica Self, External Affairs Manager) **RES 2022-\_\_\_\_**
- 3g Assignment to Eastside GSA Technical Advisory Committee for 2022  
(Michel Minkler, General Manager)
- 3h Adoption of Fiscal Year 2022/2023 District Pay Schedule for CalPERS Compliance  
(Stacey Lollar, Human Resources Manager) **RES 2022-\_\_\_\_**

**4. NEW BUSINESS**

- 4a Presentation of 2022 High School Scholarship Awardees  
(Jessica Self, external Affairs Manager)
- 4b Discussion/Action Regarding Annual Resolution to Submit Delinquencies to County Tax Rolls  
(Jeffrey Meyer, Director of Administrative Services) **RES 2022-\_\_\_\_**
- 4c Discussion/Action regarding Approval for a Land Sale Agreement and a Lease Agreement with Blue Mountain Electric Company for West Point APN 012-011-011  
(Jessica Self, external Affairs Manager)
  - Approving the Land Purchase and Sale Agreement for APN 012-011-011 **RES 2022-\_\_\_\_**
  - Approving the Lease Agreement for Blue Mountain Electric Company Energy Facility for APN 012-011-011. **RES 2022-\_\_\_\_**

5. **REPORTS**

5a Report on the July 2022 Operations and Engineering Departments  
(Damon Wyckoff, Director of Operations)

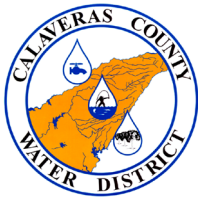
5b\* General Manager's Report  
(Michael Minkler)

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

7. **NEXT BOARD MEETINGS**

- Wednesday, August 24, 2022, 1:00 p.m., Regular Board Meeting
- Wednesday, September 14, 2022, 1:00 p.m., Regular Board Meeting

8. **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 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\*\*

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

Thomas (alt. Ratterman)

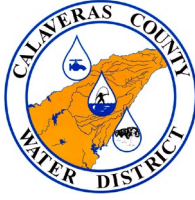
Thomas / Underhill  
All Board Members

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.



## MINUTES

### CALAVERAS COUNTY WATER DISTRICT REGULAR BOARD MEETING

**JULY 13, 2022**

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

Staff Present: Michael Minkler, General Manager  
Matt Weber Esq, General Counsel  
Rebecca Hitchcock, Clerk to the Board  
Damon Wyckoff, Director of Operations  
Brad Arnold, Water Resources Manager  
Jessica Self, External Affairs Manager  
Brandon Birmingham, IT Administrator  
John Griffin, Senior Civil Engineer  
Kate Jesus, Engineering Coordinator  
Sam Singh, Engineering Analyst  
Catherine Eastburn, Accountant II  
Pat Burkhardt, Construction and Maintenance Manager  
Charles Palmer, District Engineer  
Kevin Williams, Senior Civil Engineer  
Deja Howarth, Human Resources Technician  
Tiffany Burke, Administrative Technician, Sr.  
Corrine Skrbina, Customer Service Senior  
Carol Bowen, Customer Service Representative  
Jared Gravette, Construction Inspector Senior Supervisor  
Ryan Sullivan, SEIU Local 1021 Representative

Others Present: None

### **ORDER OF BUSINESS**

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

##### **1. ROLL CALL**

President Secada called the Regular Board Meeting to order at 1:05 p.m. and led the Pledge of Allegiance. All Directors were present.

##### **2. PUBLIC COMMENT**

There was no public comment.

**3. CONSENT AGENDA**

**MOTION: Directors Davidson/Underhill-Approved Consent Agenda Items:  
3a, 3b, 3c and 3e as presented**

- 3a Review Board of Directors Monthly Time Sheets for June 2022  
(Rebecca Hitchcock, Clerk to the Board)
- 3b Re-Authorizing Remote Teleconference Meetings of the Board of Directors of The Calaveras County Water District for the Period of July 13 through August 11, 2022, Pursuant to AB 361  
(Rebecca Hitchcock, Clerk to the Board) **RES 2022-69**
- 3c Ratify Claim Summary #604 Secretarial Fund in the Amount of \$2,283,159.42 for June 2022  
(Michael Minkler, General Manager) **RES 2022-70**

***Director Underhill pulled Item 3d from the Consent Agenda***

- 3d Approval of Cell Tower Lease Agreements with AT&T Mobility and T-Mobile Communications  
(Kevin Williams, Senior Civil Engineer)
- Approving Additional Ground Space Lease Agreement Between Calaveras County Water District and New Cingular Wireless PCS, LLC. **RES 2022-\_\_\_\_\_**
  - Approving Site Lease Agreement Between Calaveras County Water District and T-Mobile West, LLC. **RES 2022-\_\_\_\_\_**
- 3e Approval of Indemnity and Defense Agreement – Saddle Creek Holdings, LLC Relating to Grading Permit for Secondary Access Road APN 055-051-008 Little John Rd and Flint Trail  
(Damon Wyckoff, Director of Operations) **RES 2022-71**

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

**OFF CONSENT AGENDA**

***Director Underhill pulled Item 3d from the Consent Agenda***

- 3d Approval of Cell Tower Lease Agreements with AT&T Mobility and T-Mobile Communications  
(Kevin Williams, Senior Civil Engineer)
- Approving Additional Ground Space Lease Agreement Between Calaveras County Water District and New Cingular Wireless PCS, LLC. **RES 2022-72**
  - Approving Site Lease Agreement Between Calaveras County Water District and T-Mobile West, LLC. **RES 2022-73**

**MOTION:** Directors Davidson/Underhill–Approving Resolutions No. 2022-72 Approving Additional Ground Space Lease Agreement Between CCWD and New Cingular Wireless PCS, LLC. and 2022-73 Approving Site Lease Agreement Between CCWD and T-Mobile West, LLC

**DISCUSSION:** Director Underhill asked about the infrastructure involved with additional cell equipment on the Districts towers. She also asked about the fee associated with renting the space and what happens during emergency power shut offs. Director Secada asked if neighbors had been notified of the new tower. Mr. Wyckoff explained it is an existing tower with a new dish located on it.

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

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

**4. NEW BUSINESS**

4a Discussion/Direction regarding Potential Changes in Policy to Allow for Commercial Water or Wastewater Account Modification  
(Damon Wyckoff, Director of Operations)

**DISCUSSION:** Damon Wyckoff detailed the potential changes to the Commercial Water and Wastewater account Policy. Staff came up with a list of possible changes to the policy in a recent Engineering Committee meeting discussion, which included members of the public. He reviewed the following items:

- Ability to consolidate commercial water and sewer accounts and water meters that serve a commercial property
- Ability to temporarily suspend commercial water and sewer accounts
- Ability to downsize water accounts/meters based on consumption and changes in use
- Ability to install master meters to serve a commercial property thereby reducing the overall number of water meters/accounts

Director Secada would like to see some accommodations for subsidies for commercial accounts. Director Davidson wanted the other Directors to know that this could add to the need for a rate increase for all ratepayers. Director Thomas stated he did not believe the financial considerations would be that significant. Director Ratterman stated he did not agree with subsidies for commercial accounts. There was significant discussion regarding how commercial accounts are calculated, the possible policy changes, and ramifications of the potential changes. Staff was given direction on the policy changes the Board would like to see.

**PUBLIC COMMENT:** Amanda Kelly addressed the Board regarding the changes just discussed about the Commercial Meter Policy

This item was for information only; no action was taken.

Director Davidson recused himself from the Board Meeting at 2:08 p.m.

4b Discussion/Action regarding a Variance Request from the Owner of 49 Cosmic Court, Copperopolis.  
(Jessica Self, External Affairs Manager)

**MOTION:** Directors Thomas/Ratterman by Minute Entry-Approved the Variance Request for Cosmic Court effective today. The Resolution will be written in accordance with the Board direction and agenda July 27, 2022 for final approval.

**DISCUSSION:** Jessica Self summarized the request from the customer to consolidate their commercial accounts from four water accounts and four wastewater accounts down to one each. Previously, the owners disconnected three of the water meters and there has been no consumption on those three accounts for two years. District staff reviewed the fixture count on the building and determined the wastewater should be equal to 2.2 Equivalent Dwelling Units (EDU). She advised that the owner is aware that closing these accounts would forfeit the capacity fees on those accounts. There was discussion on the details of the variance request and the savings to the customer. Mr. Minkler reviewed the direction from the Board and stated that staff would draft the resolution to present for approval on July 27, 2022, with an effective date of today.

**PUBLIC COMMENT:** Mr. Benites addressed the Board regarding another property he owns.

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

Director Davidson joined the meeting at 2:28 p.m.

**RECESS** was called at 2:30 p.m. **SESSION RESUMED** at 2:37 p.m.

4c Discussion/Action regarding the Amendment of the Fiscal Year 2022-23  
Personnel Allocation Budget  
(Michael Minkler, General Manager) **RES 2022-74**

**MOTION:** Directors Davidson/Underhill–Amended the Fiscal Year 2022-23 Personnel Allocation Budget to include an Information Systems Technician and a Water Resources Technician

**DISCUSSION:** Stacey Lollar reviewed the details of the request for an Information Services Technician. She detailed the new insurance requirements that focus on cyber security. The scope of work and budget was reviewed. Director Ratterman commented on the insurance changes that he has learned about as part of the ACWA JPIA Conference. There was no additional discussion about the Water Resources Technician. Director Ratterman stated he likes the way this was presented and would like a policy created to have personnel allocations separated from the budget process.

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

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

Director Ratterman left the meeting at 2:58 p.m.

4d Discussion/Action regarding the Maintenance and Warehouse Building Project–  
Phase 2 Site Improvements  
(Kevin Williams, Senior Civil Engineer) **RES 2022-75**



**MOTION:** Directors Davidson/Underhill-Approved the Change Order to the Maintenance and Warehouse Building Project–Phase 2 Site Improvements

**DISCUSSION:** Mr. Wyckoff presented the proposal from Plummerbuilt to complete the site improvements at the Maintenance and Warehouse building. He commented that staff has been very pleased with the work they did on the first phase of the project. Director Thomas would like staff to consider putting gravel on the unpaved area of the plan. He also would like staff to review if galvanized pipe is the best option for the drainage pipe. There was brief discussion about the drainage.

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

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

**6. REPORTS**

6a Report on the June 2022 Operations and Engineering Departments  
(Damon Wyckoff, Director of Operations)

**DISCUSSION:** Mr. Wyckoff asked for question on the June 2022 Monthly Operations and Engineering reports.

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

6b General Manager's Report  
(Michael Minkler)

**DISCUSSION:** Mr. Minkler reported on the following activities: 1) the Electra Fire; 2) the meeting and tour with Army Corps of Engineers; 3) the bid results for Copper Cove Lift Stations project have been received and are in review; 4) the project meeting for the Jenny Lind Elementary School Project; 5) the meeting in West Point with Director Davidson and Director Secada for a potential Biomass project; 6) the Groundwater Sustainability Agency activity; 7) the Caldor Fire tour with MCWRA; 8) the CCWD Bring your Kids to Work day; 9) Brad Arnold stated he took the Department of Water Resources on a tour for an points of diversion audit; and 10) the EPA is doing water testing at White Pines Lake.

Director Thomas left the meeting at 3:09 p.m.

**7. BOARD REPORTS / INFORMATION / FUTURE AGENDA ITEMS**

Director Davidson had nothing to report.

Director Underhill reported that the EPA used a motorboat on White Pines Lake, which is not allowed, and they were told to remove the boat. She asked about water restrictors for over users of water and spoke about a fundraiser for Meals on Wheels.

Director Secada T-Stan IRWM is meeting next Wednesday for a tour of the Jamestown Sanitary District. She also directed staff to draft a new policy for adopting personnel allocations and would like a detail of Other Revenue at the next Finance Committee Meeting.

**8. NEXT BOARD MEETINGS**

- Wednesday, July 27, 2022, 1:00 p.m., Regular Board Meeting
- Wednesday, August 10, 2022, 1:00 p.m., Regular Board Meeting

**9. CLOSED SESSION**

The meeting adjourned into Closed Session at approximately 3:20 p.m. Those present were Board Members: Cindy Secada, Jeff Davidson, and Bertha Underhill; staff members Michael Minkler, General Manager; and General Counsel, Matt Weber.

- 9a Government Code § 54957.6 Agency Negotiators: General Manager Michael Minkler, HR Manager Stacey Lollar regarding Negotiations with Employee Organization SEIU Local 1021 and Management and Confidential Unit
- 9b Conference with Real Property Negotiators Gov. Code § 54956.8  
Property: APN 012-011-011, West Point  
Agency negotiators: M. Minkler  
Negotiating parties: Calaveras Healthy Impact Prod Solutions (CHIPS)  
Under negotiation: Price and/or terms of payment

**10. REPORTABLE ACTION FROM CLOSED SESSION**

The Board reconvened into Open Session at approximately 3:51 p.m. There was no reportable action.

**11. ADJOURNMENT**

With no further business, the meeting adjourned at 3:51 p.m.

Respectfully Submitted:

ATTEST:

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

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

# Agenda Item

DATE: August 10, 2022  
TO: Michael Minkler, General Manager  
FROM: Rebecca Hitchcock, Clerk to the Board  
SUBJECT: Review Board of Directors Time Sheets for July 2022

---

## **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 July 2022.

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 22-23 budget.

*Attachments: Board of Directors Time Sheets for July 2022*















**Calaveras County Water District  
Claim Summary #605  
June 2022 vs July 2022**

	<b>June 2022</b>	<b>July 2022</b>
CCWD Operating Expenditures	1,227,986.42	1,980,509.37
Expenditures to be reimbursed/Fiduciary Payments	5,480.00	1,911.79
Capital Improvement Program Projects	231,597.27	697,682.22
Capital Outlay	229,408.24	20,198.70
Sub-Total Vendor Payments	<b>1,694,471.93</b>	<b>2,700,302.08</b>
Payroll Disbursed	587,080.98	615,399.10
Other EFT Payments	1,606.51	4,247.37
Total Disbursements	<b>2,283,159.42</b>	<b>3,319,948.55</b>

Vendor	Description	Date	Ref	Amount
A T & T	Leased Lines 07/22	07/20/2022	140404	67.81
A T & T	Internet Service LC 07/22 Acct#129469186	07/20/2022	140405	63.49
A T & T	Acct#9391064579 SA Shop	07/28/2022	140476	238.59
A T & T CALNET 3	Acct#9391067346 Phone Camp Connell Radio Tower	06/30/2022	140406	210.53
A T & T CALNET3	Acct#9391069409 SA Shop	07/28/2022	140477	46.76
A T & T CALNET3	Acct#9391029200 Dorrington P/S	07/28/2022	140478	23.82
A T & T CALNET3	Acct#9391029201 District Wide	07/28/2022	140479	1,264.14
A T & T CALNET3	Acct#9391032214 JLTC	07/28/2022	140480	119.39
A T & T CALNET3	Acct#9391029194 OP HQ Long Distance	07/28/2022	140481	387.21
A T & T CALNET3	Acct#9391029198 Hunters	07/28/2022	140482	23.96
A T & T CALNET3	Acct#9391032216 Azalea L/S	07/28/2022	140483	22.29
A T & T CALNET3	Acct#9391029197 CC Whse	07/28/2022	140484	1.65
A T & T CALNET3	Acct#9391029195 OP HQ Back Up	07/28/2022	140485	455.96
A T & T CALNET3	Acct#991032215 T1 Line	07/28/2022	140486	167.08
A T & T CALNET3	Acct#9391029199 JLTC	07/28/2022	140487	23.96
A TEEM ELECTRICAL ENG INC	Electrical Engineering Construction Services for the Redwood Tan	06/30/2022	140407	350.00
A TEEM ELECTRICAL ENG INC	Electrical Engineering Services - Huckleberry Lift Station 06/22	06/30/2022	140407	540.00
A TEEM ELECTRICAL ENG INC	Radio Repair - CC	06/30/2022	140407	440.00
AARC CONSULTANTS, LLC	PSA #60-2022-02 Emergency Response Plan Services, not to exceed	06/30/2022	140359	11,413.58
ACWA/JPIA	Excess Crime Nat'l Union Fire INs 07/01/22-06/30/23 01-544-10-04	07/07/2022	140360	900.00
ACWA/JPIA	ACWA JPIA Leadership Program - Minkler	07/20/2022	140408	1,695.00
ACWA/JPIA	Member#C016 Property Program 07/01/22 - 06/30/23	07/20/2022	140408	127,986.85
ACWA/JPIA	Workers Comp 4th Qtr 2022 (76) Employees	07/20/2022	140408	34,203.85
ALMADOVA, RON	Winter Weather Gear FY 21/22	06/30/2022	140361	200.00
ANISKO, BRETT	Safety Boot Reimbursement FY 22/23	07/28/2022	140488	200.00
ANTAYA, LAWRENCE	UB Refund 210 Blueberry Hill Lane	07/28/2022	140489	62.94
APPLEGATE, JOHN	Safety Boot Reimbursement FY 21/22	06/30/2022	140409	200.00
AQUA BEN CORPORATION	Hydrofloc - FMWWTP	06/30/2022	140410	13,022.96
ARNOLD AUTO SUPPLY	Repair Parts - EP	06/30/2022	140411	512.68
ARNOLD TIRE AND AUTO CARE	Seasonal Tire Change - V 713	07/20/2022	140412	87.96
AUGUST, EDWARD	UB Refund 317 Snowberry Ct	07/28/2022	140491	354.23
AULD, KARAH	Scholarship Award	07/28/2022	140492	500.00
BALLARD, TIMOTHY	UB Refund 3458 Hwy 4	07/28/2022	140493	608.34
BIG VALLEY FORD LINCOLN MERCURY	Actuator - SA Shop	06/30/2022	140413	529.42
BLACKWATER CONSULTING ENGINEERS INC.	Design and Engineering Services for EP Hunters Raw Water Pumps H	06/30/2022	140414	4,554.25
BNN, LLC	CPUD (Water) Mechanics A & B 780 Industrial Way 06/22	06/30/2022	140415	123.14
BNN, LLC	CPUD (Water) Warehouse 780 Industrial Way 06/22	06/30/2022	140415	123.14
BNN, LLC	Mechanics Warehouse A & B Industrial Way 08/22	07/20/2022	140415	3,000.00
BNN, LLC	SASD (Sewer) Mechanics A & B 780 Industrial Way 06/22	06/30/2022	140415	194.08

Vendor	Description	Date	Ref	Amount
BNN, LLC	SASD (Sewer) Warehouse 780 Industrial Way 06/22	06/30/2022	140415	156.93
BURKE, ZACHARY	Safety Boot Reimbursement FY 22/23	07/20/2022	140416	200.00
BURKHARDT, PATRICK	Safety Boot Reimbursement FY 21/22	06/30/2022	140362	199.34
CALAVERAS AUTO SUPPLY	Air Filters, Ignition Switch - FMWWTP	06/30/2022	140417	201.49
CALAVERAS AUTO SUPPLY	Brake Pads, Brake Cleaner - V 519	06/30/2022	140417	129.73
CALAVERAS AUTO SUPPLY	DEF - SA Shop Stock	06/30/2022	140417	771.69
CALAVERAS AUTO SUPPLY	Door Handle, Tailgate Handle - V 711	06/30/2022	140417	68.35
CALAVERAS AUTO SUPPLY	Exhaust Sensor, Antifreeze - V 612	06/30/2022	140417	216.45
CALAVERAS AUTO SUPPLY	Fittings, Hose Ends - LCWWTP	06/30/2022	140417	18.76
CALAVERAS AUTO SUPPLY	Harmonic Balancer Installers - SA Shop	06/30/2022	140417	84.83
CALAVERAS AUTO SUPPLY	Hose - B 06	06/30/2022	140417	46.44
CALAVERAS AUTO SUPPLY	Hose Ends, Fittings - LCWWTP	06/30/2022	140417	8.00
CALAVERAS AUTO SUPPLY	Nitrile Gloves - SA Shop	06/30/2022	140417	31.53
CALAVERAS AUTO SUPPLY	Turbo Actuator - V 134	06/30/2022	140417	678.00
CALAVERAS AUTO SUPPLY	Turn Signal Switch, Oil - V 708	06/30/2022	140417	183.67
CALAVERAS COUNTY	Permit for Grading Corp Yard APN 044-032-024	07/28/2022	140494	1,313.00
CALAVERAS LUMBER CO INC	Batteries, Hasp - Sheep Ranch PS	06/30/2022	140363	54.36
CALAVERAS LUMBER CO INC	Paint, Roofing - CC LS 13	06/30/2022	140363	11.83
CALAVERAS LUMBER CO INC	Rake, Sprayer, Chain - Sheep Ranch PS	06/30/2022	140363	73.00
CALPERS - RETIREMENT	Retirement 06/30/2022 Payroll	07/06/2022	EFT	49,457.28
CALPERS - RETIREMENT	UAL Prepayment 2022-2023 Misc Classic 837	7/28/2022	EFT	505,505.00
CALPERS - RETIREMENT	UAL Prepayment 2022-2023 Classic 23203	7/28/2022	EFT	2,999.00
CALPERS - RETIREMENT	UAL Prepayment 2022-2023 PEPRRA 27373	7/28/2022	EFT	6,697.00
CALPERS (Def Comp)	Def Comp 06/30/2022 Payroll	07/06/2022	EFT	4,453.54
CALPERS (Def Comp)	Def Comp Loan Repay 06/30/2022 Payroll	07/06/2022	EFT	1,607.91
CALPERS (Def Comp)	Def Comp 07/15/2022 Payroll	7/20/2022	EFT	10,188.92
CALPERS (Def Comp)	Def Comp Loan Repay 07/15/2022 Payroll	7/20/2022	EFT	2,974.45
CALPERS (Health Ins)	Health Ins Active Employees 07/2022	07/06/2022	EFT	144,968.92
CALPERS (Health Ins)	Health Ins Admin Fee Active Employees 07/2022	07/06/2022	EFT	362.43
CALPERS (Health Ins)	Health Ins Admin Fee Retirees 07/2022	07/06/2022	EFT	139.08
CALPERS (Health Ins)	Health Ins Retirees 07/2022	07/06/2022	EFT	8,642.00
CARBAJAL, VICTOR	UB Refund 3042 Hartvickson Lane	07/07/2022	140364	178.15
CARPENTER, TED	UB Refund 1845 Kit Carson Circle	07/07/2022	140365	60.57
CDTFA	Sales & Use Tax April - June	7/27/2022	EFT	1,320.00
CHECK PROCESSING INC	Lockbox Processing 06/22	06/30/2022	140418	926.85
CHRISTENSEN, JOHN	UB Refund 21 Teal Court	07/07/2022	140366	25.28
CITY OF ANGELS	Sewer Six Mile Village 06/22	06/30/2022	140419	3,664.14
CLARK PEST CONTROL	Pest Control #807360 La Contenta WWTP	07/07/2022	140367	92.00
CLARK PEST CONTROL	Pest Control #807549 JLWTP	07/07/2022	140367	70.00

Vendor	Description	Date	Ref	Amount
CLARK PEST CONTROL	Pest Control Act#2120969 Wallace	06/30/2022	140367	134.00
CLARK PEST CONTROL	Pest Control #190086855 FMWWTP	07/20/2022	140420	96.00
CLARK PEST CONTROL	Pest Control #807402 LC Warehouse	07/20/2022	140420	165.00
CLARK PEST CONTROL	Pest Control LC Warehouse Acct#807402	06/30/2022	140420	72.00
CLARK PEST CONTROL	Pest Control Location 1297711 WPWTP	07/28/2022	140495	117.00
CLARK PEST CONTROL	Pest Control Location 1768120 WPWWTP	07/28/2022	140495	142.00
COLE TISCORNIA CONSTRUCTION	Contract for Disassembly and Delivery of Tank, New Tank Pad, Sit	06/30/2022	140368	32,860.00
COLE TISCORNIA CONSTRUCTION	Extra Base Rock Materials, Extra Kenworth Dump Truck Use, Hardro	06/30/2022	140368	11,734.52
COLEMAN ENGINEERING, INC.	Engineering and Design Contract for the Jenny Lind A-B 06/22	06/30/2022	140496	87,051.18
COLEMAN ENGINEERING, INC.	Engineering and Design Contract for the Jenny Lind A-B Transmiss	06/30/2022	140496	5,212.27
COLUMBIA COMMUNICATIONS	Vehicle Cloud Service 07/22	07/07/2022	140369	780.00
COLUMBIA COMMUNICATIONS	Radio, Site Visit - CC "C" Tank	07/28/2022	140497	763.19
CONFIDENTIAL	Pre Emp Exam Follow Up	07/20/2022	140421	180.00
CONFIDENTIAL	30 Hours CTO Pay Out	07/20/2022	140423	1,089.98
CONFIDENTIAL	Retiree Medical Reimbursement 08/22	07/28/2022	140490	1,249.09
CONFIDENTIAL	Retiree Medical Reimbursement 08/22	07/28/2022	140498	614.88
CONFIDENTIAL	Retiree Medical Reimbursement 08/22	07/28/2022	140499	232.94
CONFIDENTIAL	Retiree Medical Reimbursement 08/22	07/28/2022	140505	232.94
CONFIDENTIAL	Retiree Medical Reimbursement 08/22	07/28/2022	140518	232.94
CONFIDENTIAL	DOT Physical Reimbursment	06/30/2022	140531	175.00
CPPA	Power District Wide 06/22	06/30/2022	140422	144,326.55
CPPA	Power OP HQ 06/22	06/30/2022	140422	1,210.00
CPUD	Water OP HQ 06/2022	06/30/2022	EFT	340.24
CPUD	Water OP HQ Corp 06/2022	06/30/2022	EFT	99.45
CROSS, LUIS & RACHEL	UB Refund 2963 Wong Court	07/28/2022	140500	61.21
CTi CONTROLTECH, INC	Triac Electric Actuator for Sheep Ranch Tank Project (CIP 11127)	06/30/2022	140424	2,313.10
CUES INC	Annual Granite Net Software Maintenance	07/20/2022	140425	3,115.25
CWEA	CWEA Membership Renewal - Duburg	07/07/2022	140370	192.00
CWEA	CWEA Membership Renewal - Skrbina	07/07/2022	140370	192.00
CWEA	CSM Grade 1 - Gravette	07/20/2022	140426	91.00
CWEA	CWEA Membership Renewal - Turner	07/20/2022	140426	192.00
DATAPROSE	UB Statement Processing 04/22	06/30/2022	140371	4,431.41
DAVIDSON, JEFF	Travel 07/22	07/28/2022	140501	35.00
DE LAGE LANDEN FINANCIAL SRVC INC	Copier Lease 06/2022	06/30/2022	EFT	294.71
DE LAGE LANDEN FINANCIAL SRVC INC	Copier Lease 07/2022	07/31/2022	EFT	89.85
DEAMICIS, GABRIEL	Mileage Reimbursement Water Treatment 4 Exam	06/30/2022	140372	85.79
DEAMICIS, GABRIEL	Safety Boot Reimbursement FY 22/23	07/20/2022	140427	200.00
DEMASTERS, CHRISTIAN	Safety Boot Reimbursement FY 22/23	07/20/2022	140428	200.00
DOWNEY BRAND ATTORNEYS LLP	Legal Services 06/22 31348.00000	06/30/2022	140502	7,072.00

Vendor	Description	Date	Ref	Amount
DOWNEY BRAND ATTORNEYS LLP	Legal Services 06/22 31348.00034	06/30/2022	140502	267.26
DOWNEY BRAND ATTORNEYS LLP	Legal Services 06/22 31348.00037	06/30/2022	140502	1,410.00
DUBURG, MICHAEL	Safety Boot Reimbursement FY 22/23	07/20/2022	140429	155.88
EATON CORPORATION	Charging Board - JLWTP	06/30/2022	140373	7,728.48
EATON CORPORATION	UPS for the UV System - Capital Outlay	06/30/2022	140430	12,093.40
EBBETTS PASS GAS SERVICE	Fuel 06/22	06/30/2022	140431	3,145.54
EDGES ELECTRICAL GROUP, LLC	Electrical Supplies - CC Main LS	06/30/2022	140374	1,128.63
EDGES ELECTRICAL GROUP, LLC	Power Supply - FMWWTP	07/20/2022	140432	1,713.40
FASTENAL	Gloves - Stock	06/30/2022	140375	995.90
FASTENAL	Arc Flash Gloves - Electrical Crew	07/20/2022	140433	464.61
FASTENAL	Gloves - Stock	06/30/2022	140433	995.90
FASTENAL	N95 Masks - LC Whse, JLWTP, WPWTP	07/20/2022	140433	419.20
FASTENAL	Safety Glasses - Collections Crew	07/28/2022	140503	83.59
FEDERAL EXPRESS	Shipping Week End 06/20	06/30/2022	140376	11.16
FINANCIAL PACIFIC LEASING	GapVax Truck Interest Payment9 07/2022	07/31/2022	EFT	2,542.64
FINANCIAL PACIFIC LEASING	GapVax Truck Principal Payment9 07/2022	07/31/2022	EFT	28,440.93
FOOTHILL MATERIALS	Riprap - Wallace WTP	06/30/2022	140377	223.17
FOOTHILL MATERIALS	3/4 Class II AB - LC Whse	06/30/2022	140434	2,034.53
FOOTHILL PRINTING & GRAPHICS	PO Books - District Wide	06/30/2022	140435	1,823.65
GAMBI DISPOSAL INC.	Bio-Solids Removal - June 2022	06/30/2022	140436	3,517.50
GARLAND, MIKE & ARLENE	UB Refund 1827 5th Green Drive	07/28/2022	140504	122.79
GENERAL PLUMBING SUPPLY CO INC	Coupling, Service Saddles, Cap - Utility Crew	07/20/2022	140437	441.53
GEORGE REED INC	1/2" AC 7.68 Tons for Utility Crew (CIP 10083)	06/30/2022	140378	604.26
GLOBAL PAY	Global Payments 24728 06/2022	06/30/2022	EFT	13,465.24
GLOBAL PAY	Global Payments 7167 06/2022	06/30/2022	EFT	1,834.08
GOVCONNECTION, INC	Credit Adjustment Overpaid Origainl Invoice	06/30/2022	140379	(2,157.32)
GOVCONNECTION, INC	UPS & Radio Replacement Equipment	06/30/2022	140379	2,210.38
GRAINGER	Metal Saw Blade - SA Shop	06/30/2022	140380	219.56
GRAINGER	Welding Tips - SA Shop	06/30/2022	140380	51.98
GRIFFITH, OWEN	Claim Settlement 2585 St Moritz Drive	07/20/2022	140438	1,000.00
H&E EQUIPMENT SERVICES INC	Sky Jack Rental for District Corp Yard (CIP 11101)	06/30/2022	140381	2,182.34
HABITAT FOR HUMANITY	Warehouse Rent 08/22	07/20/2022	140439	2,600.00
HERRING PAVING COMPANY	Patch Paving - JL	06/30/2022	140382	6,750.00
HILLTOP SECURTIES INC	Finance Department Assistance 06/22	06/30/2022	140440	12,332.94
HOBGOODS CLEANING	Janitorial Service 07/22 JLTC	07/20/2022	140441	50.00
HOBGOODS CLEANING	Janitorial Service 07/22 OP HQ	07/20/2022	140441	1,935.00
HOLLARS, JAMES	UB Refund 1802 Bearclaw Way	07/28/2022	140506	127.12
HOLT OF CALIFORNIA	Hydraulic Master Cylinder - B 05	06/30/2022	140383	536.36
HOLT OF CALIFORNIA	Roller Trailer - Capital Outlay Equipment	06/30/2022	140442	2,783.14

Vendor	Description	Date	Ref	Amount
HUNT & SONS, INC	Diesel Fuel - LC Whse	07/20/2022	140443	3,348.63
HUNT & SONS, INC	Diesel Fuel - CC	07/28/2022	140507	2,654.33
INDUSTRIAL ELECTRICAL CO	Backwash Pump Disassembly - WPWTP	06/30/2022	140444	588.00
JAMESVILLE OFFICE FURNITURE	Office Furniture - OP HQ	06/30/2022	140445	7,852.85
KELLER ASSOCIATES	Design and Engineering Services for the CC Secondary, Tertiary &	06/30/2022	140385	72,848.75
KELLER ASSOCIATES	Design and Engineering Contract for CC Tertiary, DAF, & UV 04/22	06/30/2022	140446	33,888.52
KEVIN INKS	Crane to Set Pump Motor - Hunters WTP	06/30/2022	140384	475.00
KW EMERSON, INC	Construction Contract for Site Improvements for the Ebbetts Pass	06/30/2022	140403	113,023.68
KW EMERSON, INC	Construction Contract Site Improvements Ebbetts Pass 06/22	06/30/2022	140508	247,828.12
LOWE'S	Hand Tamp, Shovel, Tow Chain, Broom, Clevis, Road Paint for Util	06/30/2022	140447	378.14
LUMOS & ASSOC	Contract for Design and Engineering Services for Sheep Ranch Mas	06/30/2022	140386	9,779.50
LUMOS & ASSOC	Contract for Design and Engineering Services- SR 03/22	06/30/2022	140448	654.00
MARTIN MARIETTA MATERIALS	Class II AB - DF VCTO (CIP 15111)	06/30/2022	140387	1,249.52
MARTIN MARIETTA MATERIALS	3/4 Class II AB - CC Whse	06/30/2022	140449	1,199.63
MARTIN MARIETTA MATERIALS	3/4 Class II AB - CC Whse Stock	06/30/2022	140449	1,197.71
MARTIN MARIETTA MATERIALS	3/4 Class II AB - LC Whse	06/30/2022	140509	441.65
MARTIN MARIETTA MATERIALS	3/4" Class II AB - EP Barn	07/28/2022	140509	1,250.17
MCKANNAY, TERRI	UB Refund 1765 Shoshone Dr	07/28/2022	140510	116.22
MINKLER, MICHAEL	CSDA Uber to Airport	07/20/2022	140450	24.91
Mission Square	RHI 06/30/2022 Payroll	07/06/2022	EFT	2,200.00
Mission Square	RHI 07/15/2022 Payroll	7/20/2022	EFT	1,825.00
MODESTO AIRCO GAS & GEAR	Cylinder Rental 07/22	07/20/2022	140451	91.00
MOTHER LODE ANSWERING SERVICE	Answering Service 07/22	07/07/2022	140388	725.00
MOUNTAIN COUNTIES WATER RESOURCES ASSOC	07/01/22 - 06/30/23 Membership Dues	07/20/2022	140452	10,992.00
MOUNTAIN OASIS PURIFIED WATER	Water Cooler & Supplies 06/22	06/30/2022	140389	247.00
MUELLER SYSTEMS LLC	Meters - Stock	06/30/2022	140390	8,250.21
NOLTE ASSOCIATES INC. DBA NV5	Consultant Services for Groundwater Level and Water Quality Meas	06/30/2022	140391	1,613.08
NOLTE ASSOCIATES INC. DBA NV5	Consultant Services for Groundwater Level 06/22	06/30/2022	140511	280.00
NORTHSTAR CHEMICAL	Sodium Hypochlorite - CCWTP	07/28/2022	140512	2,375.99
NORTHSTAR CHEMICAL	Sodium Hypochlorite - JLWTP	07/28/2022	140512	4,392.65
NTU TECHNOLOGIES INC	Pro Pac 926 Polymer - JLWTP	07/20/2022	140453	10,729.43
O'CONNELL & DEMPSEY, LLC	Federal Legislative Consulting 06/22	06/30/2022	140513	5,000.00
O'REILLY AUTO PARTS	Batteries - P 25	06/30/2022	140454	300.60
O'REILLY AUTO PARTS	DEF - Construction Crew	06/30/2022	140454	192.94
O'REILLY AUTO PARTS	Wiper Fluid, Wiper Blades - V 715	06/30/2022	140454	60.05
OUTWEST AUTO	Oil, Lube, Filter Service - V 535	06/30/2022	140455	72.71
P G & E	Power CC Water Tank 06/2022	06/30/2022	EFT	46.28
P G & E	Power District Wide 06/2022	06/30/2022	EFT	2,424.24
P G & E	Power JLTC 06/2022	06/30/2022	EFT	207.73

Vendor	Description	Date	Ref	Amount
P G & E	Power Op HQ 06/2022	06/30/2022	EFT	32.18
P G & E	Power SA Shop 06/2022	06/30/2022	EFT	403.63
P G & E	Power SA Whse 06/2022	06/30/2022	EFT	147.62
P G & E	Power VS House 06/2022	06/30/2022	EFT	31.86
P G & E	Power Wallace Spray Fields 06/2022	06/30/2022	EFT	26.29
P G & E	Power Warmwood LS 06/2022	06/30/2022	EFT	35.49
P G & E	Power Woodgate LS 06/2022	06/30/2022	EFT	34.57
PACE SUPPLY CORP	Couplings for Utility Crew (CIP 10083)	06/30/2022	140392	108.94
PACE SUPPLY CORP	6 x 2 Saddles for Slurry Line Project (CIP 10029)	07/20/2022	140456	422.57
PACE SUPPLY CORP	Curb Stops - Utility Crew	07/20/2022	140456	2,544.61
PETERSON BRUSTAD INC	Contract for Engineering Services B Tank/Clearwell 06/22	06/30/2022	140457	20,069.18
PETERSON BRUSTAD INC	Engineering and Design Services - West Point Water Supply 06/22	06/30/2022	140457	12,791.63
PG&E CFM/PPC DEPARTMENT	Contract#50063490 V2 ERR-PM 35311548 Cust#3120913	07/28/2022	140514	47,459.14
PINNELL'S CARPET ONE	Carpet Replacement - JLWTP	06/30/2022	140458	2,416.43
PONCE JR, SALVADOR	UB Refund 2385 Meadowood Drive	07/07/2022	140393	337.30
POTRERO HILLS LANDFILL	Bio-Solids Disposal - FMWWTP	06/30/2022	140459	1,009.72
POTRERO HILLS LANDFILL	Bio-Solids Disposal - LCWWTP	06/30/2022	140459	389.74
QUADIENT FINANCE INC	Postage 07/2022	07/31/2022	EFT	1,000.00
QUADIENT LEASING INC	Mail Equip Lease 05/07-06/30-2022	06/30/2022	EFT	656.10
QUADIENT LEASING INC	Mail Equip Lease 7/1-8/6/2022	07/31/2022	EFT	441.38
RATTERMAN, SCOTT	ACWA Conference DC Reimbursement	07/28/2022	140515	1,265.45
REECE, CHRISTOPHER	Safety Boot Reimbursement FY 21/22	06/30/2022	140460	200.00
REECE, CHRISTOPHER	Winter Weather Gear FY 21/22	06/30/2022	140460	200.00
SAN ANDREAS PRINT SHOP	Site Plans for Interior of District Corp Yard (CIP 11101)	06/30/2022	140394	241.61
SCHEIDT, RANDY	Safety Boot Reimbursement FY 22/23	07/20/2022	140461	193.04
SECADA, CINDY	Travel 07/22	07/28/2022	140516	82.75
SENDERS MARKET INC	Adapters, Plug, Connectors - JL D Tank	06/30/2022	140462	9.35
SENDERS MARKET INC	Blades. Wire Roll, Lumber, Stakes, Rebar, Screws - JL D Tank	06/30/2022	140462	275.78
SENDERS MARKET INC	Chop Saw Blade - LCWWTP	06/30/2022	140462	46.29
SENDERS MARKET INC	Cleaning Supplies, Filters, Contractor Bags - JLWTP	06/30/2022	140462	103.52
SENDERS MARKET INC	Fittings - Generators	06/30/2022	140462	31.02
SENDERS MARKET INC	Fittings - JLWTP	06/30/2022	140462	17.31
SENDERS MARKET INC	Fittings - LCWWTP	06/30/2022	140462	54.98
SENDERS MARKET INC	Hole Saw, Caps - Utility Crew (CIP 10083)	06/30/2022	140462	53.05
SENDERS MARKET INC	Materials for District Corp Yard	06/30/2022	140462	432.35
SENDERS MARKET INC	Materials for New Offices - OP HQ	06/30/2022	140462	1,614.16
SENDERS MARKET INC	Orenco Control Panel - IRWWTP	06/30/2022	140462	431.67
SENDERS MARKET INC	Pipe, Fittings - WPWTP	06/30/2022	140462	688.21
SENDERS MARKET INC	Plastic Culverts - Construction Crew	06/30/2022	140462	657.15



Vendor	Description	Date	Ref	Amount
SENDERS MARKET INC	Pump System Bio Tube Basket - 4077 Redhill Road	06/30/2022	140462	686.39
SENDERS MARKET INC	Relays, Switches - Electrical Stock	06/30/2022	140462	943.33
SIGNAL SERVICE	On Site Service - OP HQ	07/20/2022	140463	252.25
SPRINGBROOK HOLDING CO LLC	Professional Services 24.75 Hours 03/22	06/30/2022	140517	4,430.25
SPRINGBROOK HOLDING CO LLC	Springbrook Annual Maintenance Contract 07/01/22-06/30/22	07/28/2022	140517	17,841.76
STERLING WATER TECHNOLOGIES, LLC	SWT 9310A - WPWTP	06/30/2022	140395	3,259.20
STOCKTON EAST WATER DISTRICT	New Hogan Contract O & M, Interest FY 2021-22	06/30/2022	140519	465,543.73
SWRCB	Treatment Plant Operator Certificate Request T2- Grutzmacher	07/20/2022	140464	60.00
SWRCB	Distribution Grade 2 Renewal - Kirschman	07/28/2022	140520	80.00
SWRCB	Water Treatment Grade 4 Certificate Request - DeAmicis	07/28/2022	140520	105.00
THE CAR DOCTOR	Oil, Lube, Filter - V 712	06/30/2022	140396	88.13
THIRKETTLE CORPORATION	Flexnet Software Support - Sensus Meter Location FY21-22	06/30/2022	140465	2,678.00
TINDELL, ROGER	Safety Boot Reimbursement FY 22/23	07/28/2022	140521	200.00
TIRE RACK	Tire - V 747	06/30/2022	140522	338.29
TREATS GENERAL STORE INC	Materials and Supplies for District Corp Yard Project (CIP 11101	06/30/2022	140397	133.98
TYLER TECHNOLOGIES, INC.	Year 1 Utility Online Component 09/01/22 - 03/31/23	07/20/2022	140466	3,780.00
UNDERGROUND SERVICE ALERT NORTH 811	2021 Billable 8437 Ticket Fee	06/30/2022	140523	12,955.81
UNDERGROUND SERVICE ALERT NORTH 811	Membership Fee 07/01/22 - 06/30/23	07/28/2022	140523	300.00
UNDERGROUND SERVICE ALERT NORTH 811	Regulatory Costs 07/01/22 - 06/30/23 8437 Tickets	07/28/2022	140523	5,112.69
UNDERHILL, BERTHA	Travel 07/22	07/28/2022	140524	81.25
UNITED PARCEL SERVICE	Shipping Week End 06/25	06/30/2022	140398	20.00
UNITED PARCEL SERVICE	Shipping Week End 07/02	07/20/2022	140467	20.00
UNITED PARCEL SERVICE	Shipping Week End 07/09	07/20/2022	140467	20.00
UNITED PARCEL SERVICE	Shipping Week End 07/16	07/28/2022	140525	49.17
USA BLUE BOOK	Blue Marking Flags - District Wide	07/20/2022	140468	160.50
USA BLUE BOOK	Green Marking Flags - District Wide	07/20/2022	140468	142.91
USA BLUE BOOK	Reagents - Hunters WTP & SRWTP	07/20/2022	140468	2,107.69
USDA RURAL DEVELOPMENT	Arnold AD9S4 Loan#08 Principal & Interest	07/07/2022	140402	18,445.00
USDA RURAL DEVELOPMENT	Arnold AD9S4 Loan#09 Principal & Interest	07/07/2022	140402	4,616.04
VALENCIA, MARCO	UB Refund 11612 Milton Road	07/28/2022	140526	7,800.00
VALIC	Def Comp 06/30/2022 Payroll	07/06/2022	EFT	1,841.48
VARGAS, VICTOR	UB Refund 288 Duchess Drive	07/28/2022	140527	327.70
VERIFIED FIRST, LLC	New Hire Background Investigations	06/30/2022	140399	91.48
VOYA FINANCIAL	Def Comp 06/30/2022 Payroll	07/06/2022	EFT	1,184.66
WATTS EQUIPMENT CO	Regulator, Turn Signal Controller - JLWTP Forklift	06/30/2022	140400	1,377.72
WEST POINT LUMBER INC	Ball Valves, Fittings - WPWTP	06/30/2022	140469	40.51
WEST POINT LUMBER INC	Hose, Nozzle, Valve, Fasteners, Water - WPWTP	06/30/2022	140469	110.68
WESTERN HYDROLOGICS	Annual Water Rights Reporting	06/30/2022	140470	17,932.50
WESTERN HYDROLOGICS	Annual Water Rights Reporting	06/30/2022	140528	5,260.00

Vendor	Description	Date	Ref	Amount
WESTERN HYDROLOGICS	Water Rights Consulting 06/22	06/30/2022	140528	1,944.58
WESTERN UTILITIES UNDERGROUND	Annual Membership 22/23	07/28/2022	140529	60.00
WEX BANK	Fuel 06/2022	06/30/2022	EFT	27,296.47
WHITEHEAD, ANDREW & ERICA	UB Refund 3723 Hartvickson Lane	07/28/2022	140530	33.17
WILLDAN	Local Improvement AD 9S4 (Arnold)	07/20/2022	140471	1,156.39
WILLDAN	Local Improvement AD DaLee/Cassidy RAD 2021	07/20/2022	140471	505.17
WILLDAN	Local Improvement AD Fly In Acres RAD 2021	07/20/2022	140471	705.73
WILLDAN	Local Improvement AD Wallace CSD	07/20/2022	140471	700.89
WOOD, JEREMY	Safety Boot Reimbursement FY 20/21	06/30/2022	140531	200.00
WOOD, JEREMY	Winter Weather Gear FY 21/22	06/30/2022	140531	200.00
WOODARD & CURRAN INC	Conservation Legislation Support Services 06/22	06/30/2022	140532	7,908.75
WQI	Distribution Review Class - Byous, Duncan, Sage & Scott	07/20/2022	140472	2,000.00
YOUNG, DAVID	Safety Boot Reimbursement FY 22/23	07/20/2022	140473	176.82
YOUNG'S COPPER ACE HARDWARE	Materials & Supplies - CC	06/30/2022	140474	232.65
ZANARDI, CHRIS	Safety Boot Reimbursement FY 21/22	06/30/2022	140475	200.00
ZIMMERMAN, MICHAEL & SUZANNE	UB Refund 4186 Brooks Road	07/07/2022	140401	137.50
U.S. BANK	250K Ohm Resistors, 12 V Power Supply	06/30/2022	EFT	200.74
U.S. BANK	Adobe Subscription	06/30/2022	EFT	29.99
U.S. BANK	Aerial Lift/Boom Training(4)	06/30/2022	EFT	740.00
U.S. BANK	Alhambra	06/30/2022	EFT	115.29
U.S. BANK	Apple Storage	06/30/2022	EFT	0.99
U.S. BANK	Aramark	06/30/2022	EFT	2,375.38
U.S. BANK	Asset Management for Water Utilities - Crank	06/30/2022	EFT	1,295.00
U.S. BANK	Baldis (5) FEMA Site Visit	06/30/2022	EFT	96.83
U.S. BANK	Batteries	06/30/2022	EFT	19.27
U.S. BANK	BOD Supplies	06/30/2022	EFT	37.45
U.S. BANK	Cal Net 06/22	06/30/2022	EFT	57.92
U.S. BANK	Cal Waste	06/30/2022	EFT	1,668.02
U.S. BANK	Cal-Tel 05/22	06/30/2022	EFT	1,471.47
U.S. BANK	Cal-Tel 06/22	06/30/2022	EFT	1,493.94
U.S. BANK	CANVA Subscription - Lollar	06/30/2022	EFT	119.99
U.S. BANK	Cleaning Products - LCWWTP	06/30/2022	EFT	36.68
U.S. BANK	Cleaning Products - Office	06/30/2022	EFT	143.77
U.S. BANK	Cleaning Products - Office HQ	06/30/2022	EFT	342.93
U.S. BANK	C-More Programming Software	06/30/2022	EFT	169.46
U.S. BANK	Collections Field Guide - Duncan	06/30/2022	EFT	114.88
U.S. BANK	Comcast	06/30/2022	EFT	683.96
U.S. BANK	Computer Supplies	06/30/2022	EFT	954.88
U.S. BANK	Credit Laptop Lost in Transit	06/30/2022	EFT	(905.90)

Vendor	Description	Date	Ref	Amount
U.S. BANK	CRWA Water Treatment Cert Review Grades 1-2 Grutzmacher	06/30/2022	EFT	300.00
U.S. BANK	DMV Registration and Fee	06/30/2022	EFT	23.53
U.S. BANK	Door Knob	06/30/2022	EFT	64.37
U.S. BANK	Engineer News Record Subscription	06/30/2022	EFT	(108.00)
U.S. BANK	Engineer Recruitment - CSDA,ACWA, Brown & Caldwell	06/30/2022	EFT	1,360.00
U.S. BANK	Ethernet - WPWTP	06/30/2022	EFT	617.54
U.S. BANK	Hard Hat Sun Shields - LC Whse	06/30/2022	EFT	64.10
U.S. BANK	Hydration Packs - District	06/30/2022	EFT	202.68
U.S. BANK	ISP	06/30/2022	EFT	600.00
U.S. BANK	Laptop	06/30/2022	EFT	902.68
U.S. BANK	Lift Station Inspection Course ( 3)	06/30/2022	EFT	555.00
U.S. BANK	Microsoft	06/30/2022	EFT	1,133.33
U.S. BANK	Mikes Pizza- Meal for OT Sheep Ranch	06/30/2022	EFT	29.08
U.S. BANK	Office Supplies	06/30/2022	EFT	2,766.50
U.S. BANK	Oil/Water, Filters for Compressors	06/30/2022	EFT	390.07
U.S. BANK	Paper Towels, TP - Office HQ	06/30/2022	EFT	2,141.06
U.S. BANK	Paving Oil	06/30/2022	EFT	43.10
U.S. BANK	Power Converters, Seat Protectors - Cal Fire	06/30/2022	EFT	1,117.54
U.S. BANK	Ring Central	06/30/2022	EFT	1,340.61
U.S. BANK	Roofing - LS 13 Blower	06/30/2022	EFT	126.31
U.S. BANK	Safety Training - Byous	06/30/2022	EFT	79.00
U.S. BANK	Seat Protectors - Cal Fire	06/30/2022	EFT	540.79
U.S. BANK	Sewer Flow Gauges - Inspectors	06/30/2022	EFT	37.54
U.S. BANK	Shade Umbrella - Service Truck	06/30/2022	EFT	336.77
U.S. BANK	Shop Towels - District	06/30/2022	EFT	106.60
U.S. BANK	Skidsteer Tracks - Capital Outlay Equipment	06/30/2022	EFT	4,392.32
U.S. BANK	Soft Soap - LC Whse	06/30/2022	EFT	(21.40)
U.S. BANK	Soft Soap - WP Water	06/30/2022	EFT	(21.40)
U.S. BANK	Solenoid Valve - FMWWTP	06/30/2022	EFT	85.80
U.S. BANK	Solenoids - WPWWTP	06/30/2022	EFT	308.46
U.S. BANK	SWRCB - Roc CSA Grade 3 Renewal	06/30/2022	EFT	101.00
U.S. BANK	SWRCB Water Treatment Plant Operation Enrollment- Kirschman	06/30/2022	EFT	50.00
U.S. BANK	Tape	06/30/2022	EFT	17.12
U.S. BANK	Training - Lollar	06/30/2022	EFT	150.00
U.S. BANK	Transducers - Electricians	06/30/2022	EFT	7,161.90
U.S. BANK	Travel Hotel Minkler	06/30/2022	EFT	1,239.70
U.S. BANK	Travel Meals Arnold	06/30/2022	EFT	27.71
U.S. BANK	Travel Meals Minkler	06/30/2022	EFT	103.21
U.S. BANK	Travel Parking Minkler	06/30/2022	EFT	72.00

<b>Vendor</b>	<b>Description</b>	<b>Date</b>	<b>Ref</b>	<b>Amount</b>
U.S. BANK	Travel Taxi Minkler	06/30/2022	EFT	33.29
U.S. BANK	Travel Taxi Minkler	06/30/2022	EFT	12.31
U.S. BANK	Truck Driver Training (Darby)	06/30/2022	EFT	1,800.00
U.S. BANK	UPUD 05/22	06/30/2022	EFT	201.00
U.S. BANK	UPUD 06/25	06/30/2022	EFT	306.00
U.S. BANK	Verizon 05/25	06/30/2022	EFT	3,060.23
U.S. BANK	Verizon 06/22	06/30/2022	EFT	3,032.99
U.S. BANK	Volcano	06/30/2022	EFT	562.74
U.S. BANK	Wastewater Operations Course Enrollment - Ratzlaff	06/30/2022	EFT	190.53
U.S. BANK	Water - Cal Fire	06/30/2022	EFT	922.32
U.S. BANK	Water Code Updates	06/30/2022	EFT	11.58
U.S. BANK	Web Hosting. Adobe, Visio	06/30/2022	EFT	1,151.76
<b>TOTAL JULY 2022 Disbursements:</b>				<b>2,700,302.08</b>

**RESOLUTION NO. 2022-**

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

**RATIFYING CLAIM SUMMARY NO. 605**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT has reviewed and considered Claim Summary Number 605 at the Regular Meeting held on August 10, 2022; 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 605 in the amount of \$3,319,948.55 for the month of July 2022.

**PASSED AND ADOPTED** this 10th day of August 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Cindy Secada, President  
Board of Directors

ATTEST:

---

Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: August 10, 2022

TO: Board of Directors

FROM: Rebecca Hitchcock, Clerk to the Board

SUBJECT: Re-Authorizing Remote Teleconference Meetings of the Board of Directors of The Calaveras County Water District for the Period of August 10, 2022 through September 7, 2022, Pursuant to AB 361

---

---

## RECOMMENDED ACTION:

Motion: \_\_\_\_\_/\_\_\_\_\_ adopting Resolution No.2022-\_\_\_\_ Re-authorizing Remote Teleconference Meetings of the Board of Directors of The Calaveras County Water District for the Period of August 10, 2022 through September 7, 2022, Pursuant to AB 361.

## SUMMARY:

On October 26, 2021, the Board of Directors adopted Resolution 2021-79 ratifying the proclamation of a state of emergency on March 4, 2020 and authorizing remote teleconference meetings of the Board of Directors for the period of October 26 thru November 25, 2021 pursuant to AB 361.

After 30 days, the District is required to renew its resolution effecting the transition to the modified Brown Act requirements if it desires to continue meeting under those modified requirements.

Importantly, the ability to renew the resolution is subject to certain requirements and conditions. In order to renew the resolution, a local agency must:

1. Reconsider the circumstances of the state of emergency
2. Having reconsidered the state of emergency, determine that either
  - a. The state of emergency continues to directly impact the ability of the members to meet safely in person, or
  - b. State or local officials continue to impose or recommend measures to promote social distancing

## FINANCIAL CONSIDERATIONS:

None at this time.

Attachments: a) Resolution 2022-\_\_\_\_ Ratifying the Proclamation of a State of Emergency on March 4, 2020 and Authorizing Remote Teleconference Meetings of The Board of Directors of the Calaveras County Water District for the Pursuant to Brown Act Provisions

**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALAVERAS COUNTY WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY ON MARCH 4, 2020, AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE BOARD OF DIRECTORS OF THE CALAVERAS COUNTY WATER DISTRICT FOR THE PERIOD AUGUST 10, 2022, THROUGH SEPTEMBER 7, 2022, PURSUANT TO BROWN ACT PROVISIONS.**

**WHEREAS**, the Calaveras County Water District committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of Calaveras County Water District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a Board of Directors, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the Board of Directors meeting in person would present imminent risks to the health and safety of attendees; and

**WHEREAS**, the Board of Directors previously adopted a Resolution, 2021-79 on October 26, 2021, finding that the requisite conditions exist for the legislative bodies of Calaveras County Water District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

**WHEREAS**, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

**WHEREAS**, such conditions now exist in the District, specifically, the State of Emergency declared by Governor Newsom on March 4, 2020, due to COVID-19; and

**WHEREAS**, the Board of Directors does hereby find that the rise in SARS-CoV-2 Delta Variant has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of Calaveras County Water District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, The regular meetings of the Board, and any and all other meetings of the District's legislative bodies that are subject to the Brown Act, may be held via teleconference or other electronic means, in the manner set forth in the Virtual Public Meeting Protocols to this Declaration, which may be updated, from time to time, in the actual agenda notice for the meeting of the legislative body. All members of the public seeking to observe and/or to address the local legislative body may participate in the meeting telephonically or otherwise electronically in the manner set forth in the Virtual Public Meeting Protocols attached to this Declaration which may be updated, from time to time, in the actual agenda notice for the meeting of the legislative body.

**NOW, THEREFORE**, The Board Of Directors OF CALAVERAS COUNTY WATER DISTRICT does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020

Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of Calaveras County Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including,



conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of September 7, 2022, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of Calaveras County Water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED AND ADOPTED**, this 10th day of August 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

CALAVERAS COUNTY WATER DISTRICT

---

Cindy Secada, President  
Board of Directors

ATTEST:

---

Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: August 10, 2022  
TO: Michael Minkler, General Manager  
FROM: Jessica Self, External Affairs Manager  
SUBJECT: Approval of Credit Adjustment for APN 711-04667-00

---

## RECOMMENDED ACTION:

Motion: \_\_\_\_\_ / \_\_\_\_\_ approving Resolution 2022- \_\_\_\_ approving a credit adjustment to customer account number 711-04667-00 for APN 061-023-007 (208 Pinon Court, Copperopolis).

## SUMMARY:

Per the District's Ordinance No. 2000-03 (attached) any credit adjustment in excess of \$1,000 requires approval from the Board of Directors. The District currently has customer Mr. Simpson, who is requesting a credit adjustment of \$4653.10 due to a water leak occurring on his property. This leak has since been repaired.

As per Section 1 of Ordinance No, 2000-03 "leak adjustments will only be granted once every five (5) years per water service account." Gerald Simpson has not received an adjustment within the last five (5) years. Therefore, staff recommends that the credit adjustment be approved by the Board.

## FINANCIAL CONSIDERATIONS:

The credit adjustment for account number 711-04667-00 will reduce water revenues in the water fund (Fund 300) by the amount of the adjustment \$4653.10.

*Attachments: Ordinance No. 2000-03 – Credit Adjustment Policy  
Resolution 2022- \_\_\_\_ approving a credit adjustment to customer account number 711-04667- APN 061-023-007 (208 Pinon Court, Copperopolis).*

**LEAK ADJUSTMENT CALCULATION**

<b>CUSTOMER NAME:</b>	GERALD SIMPSON
<b>ACCOUNT #:</b>	711-04667-00
<b>APN #:</b>	61023007
<b>DATE OF LEAK: (Billing Cycle)</b>	May-22
<b>BILLED CONSUMPTION:</b>	\$9,311.09
<b>LAST YEAR'S CONSUMPTION:</b>	\$4.90
<b>DIFFERENCE:</b>	\$9,306.19
<b>CREDIT: (50% of Difference)</b>	\$4,653.10

**ORDINANCE NO. 2000- 03**

**Credit Adjustment Policy**

The Board of Directors of CALAVERAS COUNTY WATER DISTRICT (CCWD) has determined that it is necessary and appropriate to adopt a policy for credit adjustments.

NOW, THEREFORE, BE IT ORDAINED as follows:

**Section 1. Findings.**

The General Manager and his authorized designees may make credit adjustments not to exceed \$1,000 to customer accounts in order to resolve customer-disputed charges. Such an adjustment must be requested in writing by the customer and supported by documentation showing that the credit is allowed due to extraordinary circumstances that render established policies and procedures of the District unreasonable or inapplicable.

Inclusive in this adjustment policy is a provision for leak adjustments calculated as 50 percent of the amount in excess of the customer's bill in a like period from a previous year. Leak adjustments will only be granted once every five years per water service account.

Adjustments in excess of \$1,000 require approval from the Board of Directors through variance procedures as established by the District.

**Section 2. Effect on Prior Actions.**

All provisions of prior ordinances and resolutions of CCWD not inconsistent with this Ordinance shall remain in full force and effect.

**Section 3. Severability.**

This Ordinance and the various sections thereof are hereby declared to be severable. To the extent the terms and provisions of this Ordinance are in conflict or are otherwise inconsistent with the terms and provisions of any prior CCWD ordinances, resolutions, rules, and other actions, the terms and provisions of this Ordinance shall prevail with respect thereto. The District hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.


**Section 4. Publication/Effective Date.**

This Ordinance shall take effect as of this date.

PASSED AND ADOPTED this 14th day of June, 2000, by the following vote:

AYES: Directors Deem, Weinkle, Fonceca, Hebrard and Davidson  
NOES: None  
ABSENT: None  
ABSTAIN: None

CALAVERAS COUNTY WATER DISTRICT



\_\_\_\_\_  
President

ATTEST:



\_\_\_\_\_  
Secretary



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

**RESOLUTION NO. 2022-**

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

**APPROVING A WATER LEAK CREDIT ADJUSTMENT FOR CUSTOMER 711-  
04667-00, APN 061-023-007 (208 PINON CT., COPPEROPOLIS).**

**WHEREAS**, the Board of Directors of the Calaveras County Water District adopted Ordinance No. 2000-03 – Credit Adjustment Policy on June 14, 2000, which established that credit adjustments in excess of \$1,000 require approval from the Board of Directors; and

**WHEREAS**, Ordinance No. 2000-03 further states leak adjustments will only be granted once every five years per water service account; and

**WHEREAS**, the owners of 208 Pinon Ct. (APN 061-023-007) have requested a leak adjustment credit in the amount of \$4653.10; and

**WHEREAS**, the customer has repaired their water leak; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT hereby authorize approval of the leak adjustment credit in the amount of \$4653.10 attached and made a part of hereto, as a one-time courtesy for the next five years for account number 711-04667-00.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of August, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Cindy Secada, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: August 10, 2022  
TO: Michael Minkler, General Manager  
FROM: Jessica Self, External Affairs Manager  
SUBJECT: Approval of Credit Adjustment for APN 028-002-022

---

## RECOMMENDED ACTION:

Motion: \_\_\_\_\_ / \_\_\_\_\_ approving Resolution 2022- \_\_\_\_ approving a credit adjustment to customer account number 531-06714-02 for APN 028-002-022 (1565 Rawhide Dr. Arnold).

## SUMMARY:

Per the District's Ordinance No. 2000-03 (attached) any credit adjustment in excess of \$1,000 requires approval from the Board of Directors. The District currently has customer Mr. Barlow who is requesting a credit adjustment of \$4303.44 due to a water leak occurring on his property. This leak has since been repaired.

As per Section 1 of Ordinance No, 2000-03 "leak adjustments will only be granted once every five (5) years per water service account." Philip Barlow has not received an adjustment within the last five (5) years. Therefore, staff recommends that the credit adjustment be approved by the Board.

## FINANCIAL CONSIDERATIONS:

The credit adjustment for account number 531-06714-02 will reduce water revenues in the water fund (Fund 300) by the amount of the adjustment \$4303.44.

*Attachments: Ordinance No. 2000-03 – Credit Adjustment Policy  
Resolution 2022- \_\_\_\_ approving a credit adjustment to customer account number 531-06714-02 for APN 028-002-022 (1565 Rawhide Dr. Arnold).*

**LEAK ADJUSTMENT CALCULATION**

<b>CUSTOMER NAME:</b>	BARLOW
<b>ACCOUNT #:</b>	511-00464-01
<b>APN #:</b>	023058017
<b>DATE OF LEAK: (Billing Cycle)</b>	JUN-22
<b>BILLED CONSUMPTION:</b>	\$8606.87
<b>LAST YEAR'S CONSUMPTION:</b>	\$0.00
<b>DIFFERENCE:</b>	\$8606.87
<b>CREDIT: (50% of Difference)</b>	\$4303.44



**ORDINANCE NO. 2000- 03**

**Credit Adjustment Policy**

The Board of Directors of CALAVERAS COUNTY WATER DISTRICT (CCWD) has determined that it is necessary and appropriate to adopt a policy for credit adjustments.

NOW, THEREFORE, BE IT ORDAINED as follows:

**Section 1. Findings.**

The General Manager and his authorized designees may make credit adjustments not to exceed \$1,000 to customer accounts in order to resolve customer-disputed charges. Such an adjustment must be requested in writing by the customer and supported by documentation showing that the credit is allowed due to extraordinary circumstances that render established policies and procedures of the District unreasonable or inapplicable.

Inclusive in this adjustment policy is a provision for leak adjustments calculated as 50 percent of the amount in excess of the customer's bill in a like period from a previous year. Leak adjustments will only be granted once every five years per water service account.

Adjustments in excess of \$1,000 require approval from the Board of Directors through variance procedures as established by the District.

**Section 2. Effect on Prior Actions.**

All provisions of prior ordinances and resolutions of CCWD not inconsistent with this Ordinance shall remain in full force and effect.

**Section 3. Severability.**

This Ordinance and the various sections thereof are hereby declared to be severable. To the extent the terms and provisions of this Ordinance are in conflict or are otherwise inconsistent with the terms and provisions of any prior CCWD ordinances, resolutions, rules, and other actions, the terms and provisions of this Ordinance shall prevail with respect thereto. The District hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

**Section 4. Publication/Effective Date.**

This Ordinance shall take effect as of this date.

PASSED AND ADOPTED this 14th day of June, 2000, by the following vote:

AYES: Directors Deem, Weinkle, Fonceca, Hebrard and Davidson  
NOES: None  
ABSENT: None  
ABSTAIN: None

CALAVERAS COUNTY WATER DISTRICT



\_\_\_\_\_  
President

ATTEST:



\_\_\_\_\_  
Secretary

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

**RESOLUTION NO. 2022-**

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

**APPROVING A WATER LEAK CREDIT ADJUSTMENT FOR CUSTOMER 531-  
06714-02, APN 028-002-022 (1565 RAWHIDE DR., ARNOLD).**

**WHEREAS**, the Board of Directors of the Calaveras County Water District adopted Ordinance No. 2000-03 – Credit Adjustment Policy on June 14, 2000, which established that credit adjustments in excess of \$1,000 require approval from the Board of Directors; and

**WHEREAS**, Ordinance No. 2000-03 further states leak adjustments will only be granted once every five years per water service account; and

**WHEREAS**, the owners of 1565 Rawhide Dr. (APN 028-002-022) have requested a leak adjustment credit in the amount of \$4303.44; and

**WHEREAS**, the customer has repaired their water leak; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT hereby authorize approval of the leak adjustment credit in the amount of \$4303.44 attached and made a part of hereto, as a one-time courtesy for the next five years for account number 531-06714-02.

**PASSED AND ADOPTED** this 10<sup>th</sup> day of August, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Cindy Secada, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: August 10, 2021

TO: Board of Directors

FROM: Michael Minkler, General Manager

SUBJECT: Assignment to Eastside GSA Technical Advisory Committee for 2022

---

## **RECOMMENDED ACTION:**

The Board President shall appoint and publicly announce the CCWD member of the Eastside Groundwater Sustainability Agency's Technical Advisory Committee for the remainder of Calendar Year 2022. The CCWD Board of Directors officially elects the members to serve on standing committees of which CCWD is a member.

## **SUMMARY:**

Pursuant to the CCWD Board of Directors' (Board) Policy No. 4060, the Board President is given the discretion and responsibility to make appointments to standing and *ad hoc* committees of which CCWD is a member.

### *Eastside GSA Technical Advisory Committee (TAC)*

Within the framework of the Sustainable Groundwater Management Act (SGMA), CCWD, Calaveras County, Rock Creek Water District, and Stanislaus County formed the Eastside San Joaquin Groundwater Sustainability Agency (Eastside GSA) aimed at managing the portions of the Eastern San Joaquin Groundwater Subbasin underlying Calaveras and Stanislaus Counties. With the execution of California Governor's Executive Order N-7-22 in March 2022, the Eastside GSA must now make finding(s) of consistency with applicable Groundwater Sustainability Plans (GSPs) for new groundwater well or existing alteration permits (Applications) filed within a subbasin subject to SGMA.

The Eastside GSA recently executed the "First Amendment to the First Amended and Restated Memorandum of Understanding for Implementation of the Sustainable Groundwater Management Act in the Eastern San Joaquin Groundwater Basin by Supporting Formation of the Eastside San Joaquin Groundwater Management Agency" (MOU Amendment, per CCWD via Board Resolution No. 2022-85). This MOU Amendment establishes the formation of the Eastside GSA "Technical Advisory Committee" (TAC), a standing committee, tasked with reviewing and providing GSP consistency determinations for filed Applications. Each Eastside GSA member may appoint one member to the TAC.

The listed representative and alternate for the TAC, which may or may not include members of the Board, reflects the preferences received from Board members and does not require formal action of the Board.

**FINANCIAL CONSIDERATIONS:**

None at this time

**STRATEGIC PLANNING:**

The 2021-2026+ CCWD Strategic Plan (Strategic Plan), adopted April 28, 2021, per Board of Directors' Resolution No. 2021-24, outlines several Goals and Objectives (Objectives) meant to identify organizational opportunities and measure CCWD's results over time. Consistent with the Strategic Plan, this Agenda Item supports the following Objectives:

- PI-02, Strategic Plan pg. 10: Responsible management of groundwater resources countywide and evaluating opportunities for conjunctive use.
- PP-04, Strategic Plan pg. 12: Continue to develop relationships with local, regional, state, and federal partners to manage CCCWD's risk and leverage its assets.

For more info on the Strategic Plan, visit: [ccwd.org/ccwd-adopts-2021-2026-strategic-plan/](https://ccwd.org/ccwd-adopts-2021-2026-strategic-plan/)

*Attachments: 2022 Requested TAC Member Listing*



## 2022 Committees and Membership Requests

Other Regional Organizations of Note	Current	2021 Director Requests
Eastside San Joaquin Groundwater Sustainability Agency (Eastside GSA) Technical Advisory Committee (TAC)		Brad Arnold Michael Minkler (Alternate)*
<b>Board preferences do not require formal action</b>		

\* Alternate person to be replaced with Water Resources Specialist (WRS) staff-person once hired by CCWD. If WRS position is vacant, alternate shall be person listed here.

# Agenda Item

DATE: August 10, 2022

TO: Michael Minkler, General Manager

FROM: Stacey Lollar, HR Manager

SUBJECT: Adoption of Fiscal Year 2022/2023 District Pay Schedule for CalPERS Compliance

---

---

## **RECOMMENDED ACTION:**

Motion: \_\_\_\_\_ / \_\_\_\_\_ approving Resolution 2022- \_\_\_\_ approving the District pay schedule for FY 2022/2023 to comply with CalPERS.

## **SUMMARY:**

As required by CalPERS, the District must have a comprehensive pay schedule which is duly approved and adopted by the District's governing body, identifies the position title for every employee, shows the pay rate of each position, and indicates the time base of the pay rate (i.e. weekly, monthly, yearly).

Though the Board has already approved the wage scales in each bargaining units MOU/Agreement, CalPERS requires the District to approve and adopt, via resolution, a single document which includes the SEIU Local 1021 positions, the Management & Confidential Units positions, as well as the General Manager.

## **FINANCIAL CONSIDERATIONS:**

None. This action simply reformats the existing information into one document and does not in any way change the compensation.

Attachments: Resolution No. 2022-XX Adopting FY 2022-2023 pay schedule to comply with CalPERS  
FY 2022/2023 Pay Schedule

**RESOLUTION NO. 2022-**

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

**RESOLUTION APPROVING THE DISTRICT PAY SCHEDULE FOR  
FISCAL YEAR 2022/2023 FOR CALPERS COMPLIANCE**

**WHEREAS**, CalPERS requires the Board of Directors of the Calaveras County Water District (CCWD) to approve and adopt all pay schedules of CCWD as one document; and

**WHEREAS**, the Board of Directors of CCWD has already approved the positions and salaries contained within these pay schedules through a Memorandum of Understanding for the SEIU Local 1021 and Compensation Agreement for the Management and Confidential unit; and

**WHEREAS**, there are no changes to salaries; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT hereby approve the pay schedule effective for Fiscal Year 2022/2023, attached hereto and made a part hereof, for CCWD's SEIU Local 1021 and Management and Confidential Unit.

**PASSED AND ADOPTED** by this 10<sup>th</sup> day of August, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Cindy Secada, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board



# CCWD PAY SCHEDULE

*Effective July 1, 2022*

## SEIU Local 1021 Job Classifications

### Monthly Salary Ranges

<b>Classifications</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Accountant I	\$ 6,410	\$ 6,731	\$ 7,068	\$ 7,421	\$ 7,792
Accountant II	\$ 7,067	\$ 7,421	\$ 7,793	\$ 8,182	\$ 8,591
Accounting Technician I	\$ 5,273	\$ 5,537	\$ 5,814	\$ 6,105	\$ 6,410
Accounting Technician, II	\$ 5,813	\$ 6,104	\$ 6,410	\$ 6,730	\$ 7,067
Administrative Technician I	\$ 4,131	\$ 4,338	\$ 4,555	\$ 4,783	\$ 5,022
Administrative Technician II	\$ 4,783	\$ 5,023	\$ 5,275	\$ 5,538	\$ 5,815
Administrative Technician, Senior	\$ 5,273	\$ 5,537	\$ 5,814	\$ 6,105	\$ 6,410
Collection System Worker Trainee	\$ 4,013	\$ 4,214	\$ 4,425	\$ 4,646	\$ 4,879
Collection System Worker I	\$ 4,424	\$ 4,646	\$ 4,879	\$ 5,123	\$ 5,379
Collection System Worker II	\$ 4,878	\$ 5,122	\$ 5,379	\$ 5,648	\$ 5,930
Collection System Worker III	\$ 5,379	\$ 5,648	\$ 5,931	\$ 6,227	\$ 6,539
Collection System Worker IV	\$ 5,930	\$ 6,227	\$ 6,539	\$ 6,866	\$ 7,209
Collection System Worker, Senior	\$ 6,538	\$ 6,865	\$ 7,209	\$ 7,569	\$ 7,948
Construction Inspector I	\$ 4,878	\$ 5,122	\$ 5,379	\$ 5,648	\$ 5,930
Construction Inspector II	\$ 5,379	\$ 5,648	\$ 5,931	\$ 6,227	\$ 6,539
Construction Inspector III	\$ 5,930	\$ 6,227	\$ 6,539	\$ 6,866	\$ 7,209
Construction Inspector, Senior	\$ 6,538	\$ 6,865	\$ 7,209	\$ 7,569	\$ 7,948
Construction Worker I	\$ 4,878	\$ 5,122	\$ 5,379	\$ 5,648	\$ 5,930
Construction Worker II	\$ 5,379	\$ 5,648	\$ 5,931	\$ 6,227	\$ 6,539
Construction Worker III	\$ 5,930	\$ 6,227	\$ 6,539	\$ 6,866	\$ 7,209
Construction Worker, Senior	\$ 6,538	\$ 6,865	\$ 7,209	\$ 7,569	\$ 7,948
Customer Service Representative I	\$ 4,131	\$ 4,338	\$ 4,555	\$ 4,783	\$ 5,022
Customer Service Representative II	\$ 4,783	\$ 5,023	\$ 5,275	\$ 5,538	\$ 5,815
Customer Service Representative III	\$ 5,273	\$ 5,537	\$ 5,814	\$ 6,105	\$ 6,410
Customer Service Representative, Senior	\$ 5,813	\$ 6,104	\$ 6,410	\$ 6,730	\$ 7,067
Customer Service Supervisor	\$ 6,410	\$ 6,731	\$ 7,068	\$ 7,421	\$ 7,792
Distribution Worker Trainee	\$ 4,013	\$ 4,214	\$ 4,425	\$ 4,646	\$ 4,879
Distribution Worker I	\$ 4,424	\$ 4,646	\$ 4,879	\$ 5,123	\$ 5,379
Distribution Worker II	\$ 4,878	\$ 5,122	\$ 5,379	\$ 5,648	\$ 5,930
Distribution Worker III	\$ 5,379	\$ 5,648	\$ 5,931	\$ 6,227	\$ 6,539
Distribution Worker IV	\$ 5,930	\$ 6,227	\$ 6,539	\$ 6,866	\$ 7,209
Distribution Worker, Senior	\$ 6,538	\$ 6,865	\$ 7,209	\$ 7,569	\$ 7,948
Electrician/Instrumentation Technician I	\$ 5,930	\$ 6,227	\$ 6,539	\$ 6,866	\$ 7,209
Electrician/Instrumentation Technician II	\$ 6,538	\$ 6,865	\$ 7,209	\$ 7,569	\$ 7,948
Electrician/Instrumentation Technician, Senior	\$ 7,209	\$ 7,570	\$ 7,949	\$ 8,346	\$ 8,764
Engineer - Associate	\$ 7,792	\$ 8,182	\$ 8,592	\$ 9,021	\$ 9,472
Engineer - Civil	\$ 8,590	\$ 9,020	\$ 9,471	\$ 9,945	\$ 10,442
Engineer - Civil Senior	\$ 9,470	\$ 9,944	\$ 10,442	\$ 10,964	\$ 11,512
Engineering Analyst	\$ 8,181	\$ 8,591	\$ 9,021	\$ 9,472	\$ 9,946
Engineering Coordinator	\$ 5,813	\$ 6,104	\$ 6,410	\$ 6,730	\$ 7,067
Engineering Technician I	\$ 5,537	\$ 5,814	\$ 6,105	\$ 6,410	\$ 6,731
Engineering Technician II	\$ 6,410	\$ 6,731	\$ 7,068	\$ 7,421	\$ 7,792
Engineering Technician, Senior	\$ 7,420	\$ 7,791	\$ 8,181	\$ 8,590	\$ 9,020
Facilities Maintenance Technician	\$ 4,555	\$ 4,783	\$ 5,023	\$ 5,274	\$ 5,537
Information Systems Analyst	\$ 5,813	\$ 6,104	\$ 6,410	\$ 6,730	\$ 7,067
Information Systems Technician I	\$ 4,878	\$ 5,122	\$ 5,378	\$ 5,647	\$ 5,929
Information Systems Technician II	\$ 5,378	\$ 5,647	\$ 5,929	\$ 6,226	\$ 6,537
Mechanic I	\$ 5,484	\$ 5,759	\$ 6,047	\$ 6,350	\$ 6,667
Mechanic II	\$ 6,046	\$ 6,349	\$ 6,667	\$ 7,000	\$ 7,350
Mechanic, Senior	\$ 6,666	\$ 7,000	\$ 7,350	\$ 7,718	\$ 8,104
Meter Reader Trainee	\$ 4,013	\$ 4,214	\$ 4,425	\$ 4,646	\$ 4,879
Meter Reader I	\$ 4,424	\$ 4,646	\$ 4,879	\$ 5,123	\$ 5,379
Meter Reader II	\$ 4,878	\$ 5,122	\$ 5,379	\$ 5,648	\$ 5,930
Purchasing Agent	\$ 6,410	\$ 6,731	\$ 7,068	\$ 7,421	\$ 7,792
SCADA Technician I	\$ 7,209	\$ 7,570	\$ 7,949	\$ 8,346	\$ 8,764
SCADA Technician, Senior	\$ 7,947	\$ 8,345	\$ 8,763	\$ 9,201	\$ 9,661
Senior Supervisor, Construction / Inspection	\$ 7,569	\$ 7,948	\$ 8,346	\$ 8,763	\$ 9,201
Senior Supervisor, Distribution and Collections	\$ 7,569	\$ 7,948	\$ 8,346	\$ 8,763	\$ 9,201
Senior Supervisor, Electrical/SCADA	\$ 8,761	\$ 9,200	\$ 9,660	\$ 10,143	\$ 10,651
Senior Supervisor, W/WW Operations	\$ 7,569	\$ 7,948	\$ 8,346	\$ 8,763	\$ 9,201
Utility Worker I	\$ 4,878	\$ 5,122	\$ 5,379	\$ 5,648	\$ 5,930
Utility Worker II	\$ 5,930	\$ 6,227	\$ 6,539	\$ 6,866	\$ 7,209
Utility Worker, Senior	\$ 6,538	\$ 6,865	\$ 7,209	\$ 7,569	\$ 7,948
W/WW Treatment Plant Operator OIT	\$ 4,424	\$ 4,646	\$ 4,879	\$ 5,123	\$ 5,379
W/WW Treatment Plant Operator I	\$ 4,878	\$ 5,122	\$ 5,379	\$ 5,648	\$ 5,930
W/WW Treatment Plant Operator II	\$ 5,379	\$ 5,648	\$ 5,931	\$ 6,227	\$ 6,539
W/WW Treatment Plant Operator III	\$ 5,930	\$ 6,227	\$ 6,539	\$ 6,866	\$ 7,209
W/WW Treatment Plant Operator, Senior	\$ 6,538	\$ 6,865	\$ 7,209	\$ 7,569	\$ 7,948
Water Conservation Coordinator	\$ 5,930	\$ 6,227	\$ 6,539	\$ 6,866	\$ 7,209
Water Resources Specialist	\$ 6,218	\$ 6,529	\$ 6,856	\$ 7,199	\$ 7,559

## Management & Confidential Unit Job Classifications

*Effective July 1, 2022*

### Monthly Salary Ranges

<b>Classifications</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Construction & Maintenance Manager	\$8,545	\$8,973	\$9,422	\$9,894	\$10,389	\$10,649	\$10,916	\$11,189	\$11,469
Director of Administrative Services	\$10,388	\$10,855	\$11,398	\$11,986	\$12,567	\$12,882	\$13,205	\$13,536	\$13,875
Director of Operations	\$10,646	\$11,179	\$11,738	\$12,325	\$12,942	\$13,266	\$13,598	\$13,938	\$14,287
Deputy Director of Operations	\$8,973	\$9,422	\$9,894	\$10,389	\$10,909	\$11,182	\$11,462	\$11,749	\$12,043
Distribution/Collections Manager	\$8,545	\$8,973	\$9,422	\$9,894	\$10,389	\$10,649	\$10,916	\$11,189	\$11,469
District Engineer	\$10,646	\$11,179	\$11,738	\$12,325	\$12,942	\$13,266	\$13,598	\$13,938	\$14,287
Executive Assistant/Clerk to the Board	\$5,510	\$5,786	\$6,076	\$6,380	\$6,699	\$6,867	\$7,039	\$7,215	\$7,396
External Affairs Manager I	\$8,023	\$8,425	\$8,847	\$9,290	\$9,755	\$9,999	\$10,249	\$10,506	\$10,769
External Affairs Manager II	\$8,425	\$8,847	\$9,290	\$9,755	\$10,243	\$10,500	\$10,763	\$11,033	\$11,309
Human Resources Manager	\$8,844	\$9,287	\$9,752	\$10,240	\$10,752	\$11,021	\$11,297	\$11,580	\$11,870
Human Resources Technician	\$5,247	\$5,510	\$5,786	\$6,076	\$6,380	\$6,540	\$6,704	\$6,872	\$7,044
Information Systems Administrator	\$8,220	\$8,631	\$9,063	\$9,517	\$9,993	\$10,243	\$10,500	\$10,763	\$11,033
Plant Operations Manager	\$8,973	\$9,422	\$9,894	\$10,389	\$10,909	\$11,182	\$11,462	\$11,749	\$12,043
Manager of Water Resources	\$8,973	\$9,422	\$9,894	\$10,389	\$10,909	\$11,182	\$11,462	\$11,749	\$12,043

## Contract Employees

<b>Classifications</b>	<b>Yearly Range</b>
General Manager	\$150,000 - \$200,000

# Agenda Item

DATE: August 10, 2022

TO: Michael Minkler, General Manager

FROM: Jessica Self, External Affairs Manager

SUBJECT: Presentation of 2022 High School Scholarship Awardees

---

**SUMMARY:** Staff will be introducing the 2022 High School scholarship awardees. There were four awardees, two from Calaveras High School and two from Bret Harte High School. All students are receiving \$500.00 upon proof of college enrollment. Each student will read their essays and the Board will be able to ask the students questions about their plans for the future.

The four awardees are:

- Karah Auld, Calaveras High School
- Garrett Oswald Hesser, Calaveras High School
- Delaney Sullivan, Bret Harte High School
- Megan Johnson, Bret Harte High School

# Agenda Item

DATE: August 10, 2022  
TO: Michael Minkler, General Manager  
FROM: Jeffrey Meyer, Director of Administrative Services  
SUBJECT: Annual Resolution to Place Delinquent Charges on County Tax Rolls

---

## RECOMMENDED ACTION:

Motion: \_\_\_\_\_ / \_\_\_\_\_ adopting Resolution No. 2022- \_\_\_\_\_ Requesting Delinquent Charges be Placed on Calaveras County Tax Rolls.

## SUMMARY:

Staff is requesting that the Board of Directors approve the attached list of delinquent utility service accounts for submission to the Calaveras County Tax Collector to be placed on the tax rolls. This is an annual resolution, which aids the District in the collection of these delinquent accounts when other collection efforts have been unsuccessful.

The account delinquencies increased again from FY 2021-22 due in part to the COVID restrictions handed down from the state. Governor Newsom's executive order prevented utility service providers from shutting off or suspending service on delinquent accounts. The number of delinquent accounts rose from 282 to 332 and the total amount owed increased by \$43,772 compared to the prior year.

Customer Service started calling customers in addition to sending reminder notices in conjunction with our standard bi-monthly bills. Wastewater service to these properties has not been cut off for public health reasons. Placing the accounts on the tax rolls is an effective and efficient collection procedure. As the District is on the "Teeter" program, payment for delinquencies placed on the tax rolls is guaranteed by the County.

## FINANCIAL CONSIDERATIONS:

Placement of the specified delinquent balances on the County tax rolls ensures collection of approximately \$270,200 and avoids the need for subsequent bad-debt write-offs.

*Attachments: Resolution 2022-\_\_\_\_\_ Requesting Delinquent Charges Be Placed on Calaveras County Tax Rolls  
Attachment A – Calaveras County Water District FY 2022-23 County Tax List*

**RESOLUTION NO. 2022-**

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

**REQUESTING DELINQUENT CHARGES BE PLACED ON  
CALAVERAS COUNTY TAX ROLLS**

**WHEREAS**, there are delinquent and unpaid charges due the Calaveras County Water District; and

**WHEREAS**, Section 31701e of the California Water Code provides for the collection of such delinquencies on the County Tax Rolls.

**NOW, THEREFORE**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT requests the Calaveras County Board of Supervisors and Auditor to include those delinquencies as referenced on Schedule A, attached hereto and made a part hereof, on the 2022-2023 Calaveras County Tax Bills.

**PASSED AND ADOPTED** this 10th day of August, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Cindy Secada, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board

**CALAVERAS COUNTY WATER DISTRICT  
DELINQUENCIES TO PLACE ON THE COUNTY TAX ROLLS - FY 2022-23  
PRELIMINARY AS OF 08/10/2022  
ATTACHMENT A**

<b>Customer Account</b>	<b>APN</b>	<b>Submitted Amount</b>
110-05248-00	061-060-013-000	1,016.32
210-00002-01	061-060-013-000	256.81
210-12379-00	061-060-013-000	706.79
310-00051-00	061-060-013-000	1,348.15
310-00052-00	061-060-013-000	1,023.03
310-00058-02	061-060-013-000	887.59
310-00067-01	061-060-013-000	568.90
310-00092-00	061-060-013-000	1,231.06
310-00096-00	061-060-013-000	615.18
310-00102-00	061-060-013-000	953.73
310-00104-02	061-060-013-000	1,218.40
310-00105-01	061-060-013-000	1,036.34
310-00112-00	061-060-013-000	880.41
310-00128-00	061-060-013-000	1,363.71
310-00172-03	061-060-013-000	599.26
310-00177-00	061-060-013-000	919.78
310-00217-01	061-060-013-000	578.30
310-00218-01	061-060-013-000	763.26
310-03271-01	061-060-013-000	388.68
310-05628-00	061-060-013-000	1,287.34
310-08160-01	061-060-013-000	236.52
310-10365-06	061-060-013-000	943.62
310-14486-00	061-060-013-000	1,763.70
310-14941-02	061-060-013-000	3,992.06
310-14942-01	061-060-013-000	660.67
320-07508-02	061-060-013-000	581.37
320-08569-01	061-060-013-000	294.99
320-08641-01	061-060-013-000	387.77
320-09653-02	061-060-013-000	560.71
320-11615-00	061-060-013-000	664.65
410-00288-01	061-060-013-000	254.61
510-00339-02	061-060-013-000	527.79
510-04500-01	061-060-013-000	251.77
510-05720-00	061-060-013-000	508.07
510-05824-02	061-060-013-000	266.11
510-06134-00	061-060-013-000	496.59
510-06163-00	061-060-013-000	768.05
510-06507-00	061-060-013-000	535.22
510-06658-00	061-060-013-000	479.65
510-09731-00	061-060-013-000	474.08
510-09864-00	061-060-013-000	477.13
510-14029-00	061-060-013-000	236.52
511-02281-02	061-060-013-000	426.02
511-04373-00	061-060-013-000	240.00
511-07594-00	061-060-013-000	238.80
512-02397-00	061-060-013-000	237.33
512-04466-01	061-060-013-000	291.57
512-13903-00	061-060-013-000	242.29
512-13909-00	061-060-013-000	239.01
513-00663-00	061-060-013-000	473.04
513-08442-00	061-060-013-000	483.56
513-12597-00	061-060-013-000	205.38

**CALAVERAS COUNTY WATER DISTRICT  
 DELINQUENCIES TO PLACE ON THE COUNTY TAX ROLLS - FY 2022-23  
 PRELIMINARY AS OF 08/10/2022  
 ATTACHMENT A**

<b>Customer Account</b>	<b>APN</b>	<b>Submitted Amount</b>
520-05855-01	061-060-013-000	571.49
530-02540-00	061-060-013-000	273.38
530-07439-00	061-060-013-000	523.50
530-14622-01	061-060-013-000	241.23
531-04319-00	061-060-013-000	478.41
531-04554-00	061-060-013-000	473.04
531-09080-01	061-060-013-000	235.68
532-00946-00	061-060-013-000	654.35
532-00949-00	061-060-013-000	1,285.24
532-00958-01	061-060-013-000	1,382.77
532-00967-05	061-060-013-000	1,352.63
532-02289-00	061-060-013-000	1,692.41
532-04663-00	061-060-013-000	1,315.64
540-01007-03	061-060-013-000	1,747.25
540-01008-01	061-060-013-000	982.82
540-01090-01	061-060-013-000	582.13
540-05066-00	061-060-013-000	389.80
540-05067-02	061-060-013-000	842.74
540-11652-00	061-060-013-000	811.12
541-05803-00	061-060-013-000	613.76
541-08035-00	061-060-013-000	681.33
541-09815-00	061-060-013-000	951.45
541-11568-01	061-060-013-000	240.23
542-04358-00	061-060-013-000	590.36
542-06062-00	061-060-013-000	242.33
542-14591-00	061-060-013-000	497.66
543-01367-05	061-060-013-000	1,382.77
543-01370-00	061-060-013-000	1,688.81
543-02378-00	061-060-013-000	516.71
543-02552-00	061-060-013-000	555.21
543-05076-00	061-060-013-000	612.73
543-05399-00	061-060-013-000	489.50
543-06897-00	061-060-013-000	928.79
544-01424-01	061-060-013-000	475.19
544-01432-01	061-060-013-000	489.20
544-01437-00	061-060-013-000	260.75
544-01470-00	061-060-013-000	487.33
544-02334-01	061-060-013-000	541.30
544-02955-00	061-060-013-000	237.76
544-03102-01	061-060-013-000	282.47
544-09212-02	061-060-013-000	274.35
544-14045-00	061-060-013-000	473.04
545-01493-01	061-060-013-000	491.48
545-01530-00	061-060-013-000	1,211.45
545-01549-02	061-060-013-000	368.64
545-01565-00	061-060-013-000	881.29
545-01573-01	061-060-013-000	1,689.68
545-01583-00	061-060-013-000	1,017.61
550-01613-01	061-060-013-000	1,910.01
550-01678-00	061-060-013-000	301.10
550-01685-00	061-060-013-000	268.33

**CALAVERAS COUNTY WATER DISTRICT  
 DELINQUENCIES TO PLACE ON THE COUNTY TAX ROLLS - FY 2022-23  
 PRELIMINARY AS OF 08/10/2022  
 ATTACHMENT A**

<b>Customer Account</b>	<b>APN</b>	<b>Submitted Amount</b>
550-03087-00	061-060-013-000	380.35
550-05448-01	061-060-013-000	109.74
550-05512-00	061-060-013-000	852.03
550-10207-00	061-060-013-000	669.28
551-03367-01	061-060-013-000	405.56
551-07953-00	061-060-013-000	445.68
551-08129-01	061-060-013-000	608.34
551-08139-05	061-060-013-000	1,419.53
551-08419-05	061-060-013-000	1,419.53
551-08423-03	061-060-013-000	1,419.53
551-08425-05	061-060-013-000	1,419.53
551-09311-02	061-060-013-000	608.34
551-09855-04	061-060-013-000	1,419.53
560-07646-00	061-060-013-000	477.64
560-07680-01	061-060-013-000	240.16
560-13803-00	061-060-013-000	473.05
560-14612-00	061-060-013-000	474.96
560-14617-00	061-060-013-000	242.78
560-14713-00	061-060-013-000	480.58
560-14716-01	061-060-013-000	237.42
560-14734-01	061-060-013-000	476.59
560-14759-01	061-060-013-000	243.03
570-01715-01	061-060-013-000	613.44
570-01900-01	061-060-013-000	435.79
570-02342-00	061-060-013-000	666.42
570-05347-00	061-060-013-000	486.37
570-08315-03	061-060-013-000	488.60
571-08187-00	061-060-013-000	811.12
571-08194-01	061-060-013-000	598.51
571-08198-04	061-060-013-000	1,419.53
571-08199-01	061-060-013-000	405.56
571-08209-03	061-060-013-000	405.56
571-08237-05	061-060-013-000	1,419.53
571-08240-03	061-060-013-000	1,809.08
571-08254-03	061-060-013-000	1,419.53
571-08278-01	061-060-013-000	405.56
571-08280-02	061-060-013-000	1,484.76
571-08332-00	061-060-013-000	537.00
571-09980-00	061-060-013-000	608.34
571-10699-05	061-060-013-000	1,419.53
574-10925-02	061-060-013-000	593.98
574-12332-03	061-060-013-000	743.89
574-14041-01	061-060-013-000	383.54
575-01704-00	061-060-013-000	682.49
575-01795-02	061-060-013-000	877.41
575-03011-01	061-060-013-000	522.96
575-03458-00	061-060-013-000	474.66
575-04288-01	061-060-013-000	161.97
575-04349-01	061-060-013-000	363.04
575-07975-00	061-060-013-000	515.05
575-13973-02	061-060-013-000	878.57

**CALAVERAS COUNTY WATER DISTRICT  
 DELINQUENCIES TO PLACE ON THE COUNTY TAX ROLLS - FY 2022-23  
 PRELIMINARY AS OF 08/10/2022  
 ATTACHMENT A**

<b>Customer Account</b>	<b>APN</b>	<b>Submitted Amount</b>
575-14909-01	061-060-013-000	354.80
580-02264-01	061-060-013-000	1,895.56
580-06609-01	061-060-013-000	525.56
580-12865-00	061-060-013-000	658.64
580-13372-05	061-060-013-000	1,382.77
580-13409-05	061-060-013-000	1,382.77
580-13455-02	061-060-013-000	1,411.85
590-01926-04	061-060-013-000	1,419.53
590-02361-01	061-060-013-000	1,419.53
590-02362-00	061-060-013-000	600.41
590-02460-00	061-060-013-000	811.12
590-02462-04	061-060-013-000	1,419.53
590-02770-04	061-060-013-000	960.97
590-03012-00	061-060-013-000	809.97
590-03158-04	061-060-013-000	1,419.53
590-03174-01	061-060-013-000	1,009.97
590-03177-05	061-060-013-000	1,419.53
590-06446-06	061-060-013-000	811.12
592-09790-00	061-060-013-000	405.56
605-14826-00	061-060-013-000	811.12
610-01972-01	061-060-013-000	586.00
610-03117-02	061-060-013-000	125.25
610-03618-00	061-060-013-000	251.49
610-03682-00	061-060-013-000	754.10
610-03894-00	061-060-013-000	699.39
610-06839-01	061-060-013-000	775.41
610-06842-02	061-060-013-000	487.56
610-06902-01	061-060-013-000	396.40
610-06948-01	061-060-013-000	263.33
610-07003-01	061-060-013-000	689.82
610-07046-01	061-060-013-000	641.89
610-07212-00	061-060-013-000	858.21
610-09583-01	061-060-013-000	315.90
610-11662-00	061-060-013-000	635.53
610-12106-01	061-060-013-000	513.84
610-12305-01	061-060-013-000	478.09
610-12642-00	061-060-013-000	392.77
610-12856-00	061-060-013-000	290.49
610-12857-01	061-060-013-000	504.69
611-02574-00	061-060-013-000	108.84
611-03167-02	061-060-013-000	503.63
611-04880-00	061-060-013-000	748.55
611-08874-00	061-060-013-000	488.20
611-08875-00	061-060-013-000	354.26
611-09057-01	061-060-013-000	827.88
611-09577-01	061-060-013-000	346.62
611-10208-01	061-060-013-000	548.36
611-11738-00	061-060-013-000	879.69
611-11829-02	061-060-013-000	606.31
611-12081-01	061-060-013-000	429.58
611-12879-00	061-060-013-000	496.03



**CALAVERAS COUNTY WATER DISTRICT  
 DELINQUENCIES TO PLACE ON THE COUNTY TAX ROLLS - FY 2022-23  
 PRELIMINARY AS OF 08/10/2022  
 ATTACHMENT A**

<b>Customer Account</b>	<b>APN</b>	<b>Submitted Amount</b>
611-14051-06	061-060-013-000	484.89
611-14892-01	061-060-013-000	377.15
612-02020-00	061-060-013-000	1,150.44
612-04700-00	061-060-013-000	309.26
612-06239-01	061-060-013-000	507.86
612-06898-01	061-060-013-000	279.53
612-09454-01	061-060-013-000	331.09
612-09871-00	061-060-013-000	236.04
612-10354-00	061-060-013-000	585.15
612-11037-01	061-060-013-000	561.79
612-11527-01	061-060-013-000	754.98
612-14262-01	061-060-013-000	508.48
613-02126-00	061-060-013-000	881.59
613-02392-00	061-060-013-000	254.99
613-02543-00	061-060-013-000	252.92
613-02782-01	061-060-013-000	683.26
613-07355-01	061-060-013-000	381.32
613-07513-00	061-060-013-000	504.66
613-09667-01	061-060-013-000	857.24
613-09683-01	061-060-013-000	483.04
613-11665-00	061-060-013-000	403.47
613-11792-00	061-060-013-000	752.13
613-13309-00	061-060-013-000	251.89
614-01203-00	061-060-013-000	774.00
614-03077-03	061-060-013-000	595.74
614-03084-01	061-060-013-000	264.09
614-03672-01	061-060-013-000	1,649.40
614-03744-00	061-060-013-000	1,473.00
614-03866-02	061-060-013-000	1,263.20
614-04037-01	061-060-013-000	1,876.09
614-05678-01	061-060-013-000	971.76
614-06524-00	061-060-013-000	1,450.03
614-06693-03	061-060-013-000	1,024.19
614-07391-00	061-060-013-000	980.95
614-08170-02	061-060-013-000	971.19
614-08930-00	061-060-013-000	2,090.97
614-09954-00	061-060-013-000	1,634.20
614-11881-00	061-060-013-000	922.08
614-13521-02	061-060-013-000	1,102.73
620-09141-00	061-060-013-000	463.17
620-15022-00	061-060-013-000	368.72
625-12839-01	061-060-013-000	1,287.67
625-12952-01	061-060-013-000	1,412.19
625-13062-02	061-060-013-000	313.23
625-13638-00	061-060-013-000	437.19
625-13647-02	061-060-013-000	1,322.68
625-13649-02	061-060-013-000	1,454.80
625-14304-00	061-060-013-000	450.54
625-14801-02	061-060-013-000	595.40
630-09763-00	061-060-013-000	1,288.22
630-09808-00	061-060-013-000	1,281.27

**CALAVERAS COUNTY WATER DISTRICT  
 DELINQUENCIES TO PLACE ON THE COUNTY TAX ROLLS - FY 2022-23  
 PRELIMINARY AS OF 08/10/2022  
 ATTACHMENT A**

<b>Customer Account</b>	<b>APN</b>	<b>Submitted Amount</b>
630-11101-00	061-060-013-000	856.90
630-11128-01	061-060-013-000	1,191.91
630-12367-02	061-060-013-000	1,296.26
630-12608-01	061-060-013-000	666.62
631-14461-00	061-060-013-000	1,006.32
631-14470-00	061-060-013-000	1,029.73
631-14482-01	061-060-013-000	627.00
631-14520-01	061-060-013-000	5,283.79
631-14528-00	061-060-013-000	665.97
631-14536-03	061-060-013-000	1,777.82
711-02143-04	061-060-013-000	949.52
711-02156-00	061-060-013-000	1,222.21
711-02163-01	061-060-013-000	1,779.56
711-03980-06	061-060-013-000	1,139.82
711-04068-01	061-060-013-000	1,379.53
711-04454-00	061-060-013-000	916.50
711-04703-01	061-060-013-000	1,433.72
711-06419-01	061-060-013-000	1,937.45
711-06643-01	061-060-013-000	1,684.98
711-06800-01	061-060-013-000	1,193.88
711-07182-01	061-060-013-000	488.91
711-08151-00	061-060-013-000	687.64
711-08325-00	061-060-013-000	1,345.46
711-09006-03	061-060-013-000	1,202.00
711-09048-00	061-060-013-000	1,009.76
711-09246-01	061-060-013-000	1,003.47
711-09430-03	061-060-013-000	2,103.74
711-13685-02	061-060-013-000	534.59
711-14079-02	061-060-013-000	1,663.70
711-14875-00	061-060-013-000	495.75
712-00496-01	061-060-013-000	581.04
712-02478-02	061-060-013-000	390.54
712-03293-00	061-060-013-000	644.26
712-05401-00	061-060-013-000	509.92
712-07470-02	061-060-013-000	236.61
712-07485-03	061-060-013-000	237.79
712-09437-00	061-060-013-000	767.77
712-10064-00	061-060-013-000	562.23
712-11654-00	061-060-013-000	265.29
712-11705-02	061-060-013-000	473.04
712-13204-00	061-060-013-000	552.04
713-13471-00	061-060-013-000	1,523.59
713-15026-01	061-060-013-000	1,127.20
713-15144-00	061-060-013-000	1,313.13
713-15171-00	061-060-013-000	605.24
715-02201-01	061-060-013-000	973.58
715-02205-00	061-060-013-000	1,271.38
715-04852-01	061-060-013-000	1,169.84
715-04907-00	061-060-013-000	2,572.28
715-05702-01	061-060-013-000	1,416.85
715-06113-01	061-060-013-000	401.37

**CALAVERAS COUNTY WATER DISTRICT  
 DELINQUENCIES TO PLACE ON THE COUNTY TAX ROLLS - FY 2022-23  
 PRELIMINARY AS OF 08/10/2022  
 ATTACHMENT A**

<b>Customer Account</b>	<b>APN</b>	<b>Submitted Amount</b>
715-08018-01	061-060-013-000	977.96
715-08060-00	061-060-013-000	695.40
715-09466-02	061-060-013-000	1,102.64
715-09894-00	061-060-013-000	1,833.89
715-11761-01	061-060-013-000	229.59
715-11894-01	061-060-013-000	944.87
715-12195-00	061-060-013-000	610.73
720-02553-02	061-060-013-000	1,358.95
720-03207-00	061-060-013-000	1,296.91
720-03459-03	061-060-013-000	1,382.53
720-04189-00	061-060-013-000	1,291.85
720-04738-00	061-060-013-000	1,837.92
720-05191-00	061-060-013-000	1,906.12
720-06717-00	061-060-013-000	1,370.19
720-07577-01	061-060-013-000	1,974.88
720-07932-00	061-060-013-000	1,352.28
720-08016-00	061-060-013-000	1,364.37
720-08412-01	061-060-013-000	1,876.49
720-11437-01	061-060-013-000	782.96
731-13401-00	061-060-013-000	1,646.76
	<b>TOTAL</b>	<b>270,171.52</b>

# Agenda Item

DATE: August 10, 2022

TO: Michael Minkler, General Manager

FROM: Jessica Self, External Affairs Manager

SUBJECT: Discussion/Action Regarding Approval for a Land Sale Agreement and a Lease Agreement with Blue Mountain Electric Company for West Point APN 012-011-011

---

---

## RECOMMENDED ACTION:

Motion: \_\_\_\_\_/\_\_\_\_\_ adopting Resolution 2022- \_\_\_\_ approving the purchase and sale agreement for APN 012-011-011

Motion: \_\_\_\_\_/\_\_\_\_\_ adopting Resolution 2022- \_\_\_\_ approving the lease agreement for Blue Mountain Electric Company Energy Facility for APN 012-011-011.

## SUMMARY:

In 2013, the District approved the Agreement of Purchase and Sale for a portion of APN 012-011-011, which is located adjacent to the West Point wastewater plant. Calaveras Healthy Impact Product Solutions, Inc. (CHIPS) purchased this property from CCWD with the intention of constructing a 3MW biomass energy facility, called Blue Mountain Electric Company Biomass (BMEC) Energy Facility. The project is designed to reduce catastrophic wildfire risk, improve watershed health, and improve regional air quality, and will directly support State and local plans and goals by creating permanent infrastructure to transform forest biomass into biochar and electricity. Once operational, the facility will create approximately 15 local, skilled jobs. In addition, there will likely be more jobs created that will focus on fuels preparation and procurement.

Over the past 10 years, CHIPS and BMEC have been working towards project development, focused on project design, partnership facilitation, environmental studies, use permits, air permits, and an interconnection agreement with PG&E. This approximately \$35M project has received direct support from numerous Federal, State and local agencies. Most recently the project was awarded a \$1M CalFire grant as well as \$400,000 grant from the Sierra Nevada Conservancy that will help purchase equipment for the project. Project financing is anticipated to be complete in the 3rd quarter of 2022 with construction to begin in the Fall of 2022.

CCWD has been supportive of the project for many years without being directly involved. Recently, CHIPS asked CCWD to buy back the property for \$142,500.00. CCWD owns

all of the surrounding property where the West Point and Wilseyville wastewater treatment plants are located. CHIPS will remain a critical partner to the project as a fuel supply contractor.

There are many exciting opportunities and benefits to CCWD once the project is implemented. CCWD owns wastewater facilities on opposite sides of the project site and is currently implementing a grant-funded project to consolidate the facilities. The West Point/ Wilseyville Consolidation project will include a pipeline that runs through the project site. CCWD is also exploring exciting opportunities with BMEC regarding the potential use of reclaimed water for the project, which would offset raw water usage and help CCWD dispose of treated effluent. CCWD's ownership of the land will help make the project successful and will facilitate the development of mutually beneficial design features. In addition, this project will improve watershed health and provide a vital tool for mitigating catastrophic wildfires throughout the West Point community and surrounding area.

CCWD staff have been working with CHIPS and BMEC during the transition of ownership for the BMEC Energy Facility. CHIPS and CCWD have drafted a Purchase Agreement that would transfer ownership of the land back to CCWD. BMEC and CCWD have developed a lease agreement that will facilitate project development and provides CCWD with a positive return on its investment in the property.

#### Project Information

The BMEC Energy Facility will utilize advanced gasification technology that produces carbon negative electricity heat and biochar. This process does not 'burn' wood but rather 'bakes' it in an oxygen starved environment. By depriving the fuel of sufficient oxygen to allow for combustion, they will convert the biomass into hydrogen-rich syngas and biochar, a solid carbon byproduct. This biochar is then typically sold to Central Valley farms to enable improved water holding capacity of the soil as well as to agencies like CalTrans and other municipalities for use as a carbon filter in storms and wastewater applications. The hydrogen rich syngas is then converted into electricity which will be sold to PG&E under a 20-year contract.

#### **FINANCIAL CONSIDERATIONS:**

The cost of purchasing the land from CHIPS will amount to \$142,500.00. The BMEC Energy Facility lease agreement will provide a monthly revenue for the District as specified in the lease agreement:

Rent. Starting on the Rent Commencement Date and continuing on the first day of each month thereafter during the Lease Term, Lessee shall pay the following monthly rent ("Rent"), without deduction or offset of any kind, except as specifically allowed herein:

- a. Zero and 08/100 dollars and (\$0.08) per month from the Rent Commencement Date until the last day of the month in which Lessee issues a Notice to Proceed with project construction ("Project Start") to its chosen contractor.
- b. Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month from the first day of the month following the Project Start until the last day of the month in which Lessee obtains a COD.

- c. Four Thousand and 00/100 Dollars (\$4,000.00) per month from the first day of the month following Lessee's obtainment of the COD and for the next twelve (12) months.
- d. Beginning on the date that is twelve (12) months after the increase set forth in paragraph (a) above, and annually thereafter, the Rent shall increase by fifty percent (50%) of the change in the Consumer Price Index for All Urban Consumers (CPI-U) (All items) (1982-84=100) ("CPI"), published by the United States Department of Labor, bureau of Labor Statistics, for the prior twelve (12) month period. The Rent increase shall be determined by dividing the CPI published most recently before the applicable adjustment date by the CPI published most recently before the prior year's adjustment date; provided, however, that in the event that the change in the CPI is negative, the Rent shall not decrease but shall remain at the same rate as the prior year.
- e. The Rent shall increase by ten percent (10%) on the first day of each exercised Option Term and annually thereafter throughout such Option Term by changes in the CPI pursuant to paragraph (d) above.

Attachments: Agreement of Purchas and Sale for APN 012-011-011.  
BMEC Energy Facility Lease Agreement  
Resolution 2022-\_\_-Approving the purchase and sale agreement for APN 012-011-011  
Resolution 2022-\_\_-Approving the Lease Agreement for Blue Mountain Electric Company Energy Facility for APN 012-011-011

**AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is dated solely for reference purposes as of \_\_\_\_\_, 2022, and constitutes an agreement between, Calaveras Healthy Impact Products, a California nonprofit corporation (“**Seller**”), and the Calaveras County Water District, a county water district formed and existing under County Water District Law (Cal. Water Code § 30000, et seq.) (“**Buyer**”).

**RECITALS**

A. Seller is the owner of that certain real property consisting of approximately thirteen (13) acres of land identified as Calaveras County Assessor Parcel Number 012-011-011 and located at 13 Blizzard Mine Road, Wileysville, California, in the County of Calaveras (the “**County**”), State of California, as more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the “**Land**”).

B. Buyer desires to purchase the Land and all Appurtenances, Improvements and Intangible Property associated therewith (further described below as the Property), and Seller desires to sell the Property to Buyer, on the terms and conditions contained in this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree that the terms and conditions of this Agreement and the instructions to Placer Title Company at 210 S. Main Street, P.O. Box 237, Angels Camp, CA 95222, Attn: Ashley Cuslidge (“**Escrow Holder**”) with regard to the escrow (“**Escrow**”) created pursuant hereto are as follows:

1. Description of Property. The property to be sold and purchased under this Agreement (“**Property**”) consists of the following property interests:

(a) The Land described in Recital A above; and

(b) All buildings, structures, fences, utilities and improvements of every kind and nature presently situated on, in or under or hereinafter erected, installed or used in, on or about the Land, including fixtures, systems and equipment attached thereto or used in connection with the operation or occupancy of the Land or any improvements located thereon (such improvements are referred to herein collectively as the “**Improvements**”).

(c) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances which belong to or appertain to the Land and/or are owned by Seller, including, without limitation, all rights to all minerals, oil, gas and other hydrocarbon substances on and under the Land, as well as all development rights, air rights, water, water rights and water stock, if any, relating to the Land (collectively, the “**Appurtenances**”) Notwithstanding the provisions in this

subsection (c), “Appurtenances” as used herein will **specifically exclude** the development rights granted under that Membership Interest Purchase Agreement dated June 30, 2020 by and between Seller and Phoenix Biomass Energy, Inc., a Delaware Corporation as “Buyer” therein. (hereinafter “MIPA”); and

(d) all intangible property owned or held by Seller in connection with the Land or with the use thereof including, without limitation, all permits, maps, surveys, plans, leases, licenses, rental contracts and agreements, **but specifically excluding** the MIPA described in subsection (c) above, the rights to which Seller specifically retains. (collectively, the “**Intangible Property**”).

The Land, Improvements and the Appurtenances are sometimes herein referred to collectively as the “**Real Property**.” The Real Property and the Intangible Property are hereinafter collectively referred to as the “**Property**.”

2. Purchase and Sale. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions herein set forth.

3. Purchase Price for the Property and Independent Approval Period Consideration. The purchase price (“**Purchase Price**”) for the Property shall be One Hundred Forty Two Thousand Five Hundred and No/100ths Dollars (\$142,500.00), or less as modified by Paragraph 4 (d), below. In addition, Buyer shall pay Seller One Hundred and No/100ths Dollars (\$100.00) as independent consideration for Seller’s agreement to abide by the terms of this Agreement during the Approval Period and to sell the Property to Buyer on the terms of this Agreement upon Buyer’s approval, if any, of the Property Approval Matters (“**Independent Approval Period Consideration**”).

3.1 Waiver and Surrender of Right of First Refusal. Buyer is the holder of a Right of First Refusal (“ROFR”) to purchase the Property under a Previous Agreement of Purchase and Sale in 2012 in which Buyer was identified as the seller therein. Although Buyer’s current purchase of the Property is not being carried out in conjunction with that ROFR, Buyer nonetheless hereby waives, surrenders and disclaims any and all rights Buyer held under the ROFR.

4. Payment of Purchase Price. The Purchase Price for the Property and the Independent Approval Period Consideration shall be payable by Buyer as follows:

(a) Deposit. Within three (3) business days after Seller’s execution and delivery to Buyer of this Agreement and the subsequent passage by the Board of the Approval Resolution as provided in Section 8(a)(vii) below, Buyer shall deposit, or cause to be deposited with Escrow Holder, in cash or certified or bank cashier’s check made payable to Escrow Holder, the sum of Five Thousand and No/100ths Dollars (\$5,000.00) (the “**Deposit**”). The Deposit shall be invested by Escrow Holder in an interest-bearing account selected by Buyer with all interest accruing thereon to be credited to the Purchase Price upon the Close of Escrow (as hereinafter defined). Should Buyer timely elect to terminate this Escrow pursuant to the provisions of this Agreement, the Deposit plus any accrued interest thereon shall be returned by Escrow Holder to Buyer without the need for further instructions to do so, this Agreement and the Escrow created pursuant hereto



shall be deemed terminated and neither party shall have any further rights or obligations hereunder. Upon the expiration of the Contingency Period (as defined in Section 8(a)(ii) below), provided Buyer has not elected to terminate this Agreement, the Deposit shall become nonrefundable to Buyer unless Seller defaults hereunder or a condition to Buyer's obligation to close hereunder fails to occur.

(b) Independent Approval Period Consideration. In addition, upon the full execution and delivery of this Agreement by and between the Parties and the opening of escrow, Buyer shall deposit, or cause to be deposited with Escrow Holder, the Independent Approval Period Consideration, which shall be paid in cash or a certified or bank cashier's check that is made payable to Escrow Holder. Upon Escrow Holder's receipt of the Independent Approval Consideration and a fully executed copy of this Agreement, Escrow Holder shall immediately release the Independent Approval Period Consideration to Seller. The Independent Approval Consideration is entirely separate and independent from the Purchase Price and shall not be applied or credited to the Purchase Price upon the Close of Escrow (as hereinafter defined in Section 5(b) below) or refunded to Buyer should Buyer timely elect to terminate this Escrow pursuant to the provisions of this Agreement.

(c) Remaining Purchase Price Due At Closing. On or before the Close of Escrow, provided Buyer has not elected to terminate this Agreement and the Escrow created pursuant hereto in accordance with its rights to terminate contained in this Agreement, Buyer shall deposit or cause to be deposited with Escrow Holder, in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of funds, the remaining balance of the Purchase Price.

## 5. Escrow.

(a) Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both Buyer and Seller. Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened and the Scheduled Closing Date, as defined in Section 5(b) below. In addition, Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

### (b) Close of Escrow.

Defined. For purposes of this Agreement, the "**Close of Escrow**" shall be defined as the date that the grant deed conveying the Real Property to Buyer (in the form typically used by Escrow Holder) (the "**Grant Deed**"), is recorded in the Official Records of the County. This Escrow shall close on or before ten (10) days after the end of the Contingency Period (the "**Scheduled Closing Date**"), unless extended by mutual agreement of the parties.

6. Condition of Title. It shall be a condition to the Close of Escrow and a covenant of Seller that title to the Real Property be conveyed to Buyer by Seller by the Grant Deed subject only to the following approved condition of title (“**Approved Condition of Title**”):

(a) a lien to secure payment of real estate taxes, not delinquent;

(b) the lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code (“**Code**”), but only to the extent that such supplemental taxes are attributable to the transaction contemplated by this Agreement. Seller shall be responsible for, and hereby indemnifies Buyer and the Property against, any supplemental taxes assessed pursuant to the Code, to the extent that such taxes relate to events (including, without limitation, any changes in ownership and/or new construction) occurring prior to the Close of Escrow;

(c) matters affecting the Approved Condition of Title created by or with the express written consent of Buyer; and

(d) exceptions which are disclosed by the Report described in Section 8(a)(i) hereof and which are approved or deemed approved by Buyer in accordance with Section 8(a)(i) hereof.

Seller covenants and agrees that during the term of this Escrow, it will not cause or permit title to the Real Property to differ from the Approved Condition of Title described in this Section 6. Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights of way or other matters affecting the Approved Condition of Title which may appear of record or be revealed after the date of the ALTA Report described in Section 8(a)(i) below (or any ALTA survey that Buyer may obtain) shall also be subject to Buyer’s approval and must be eliminated or ameliorated to Buyer’s satisfaction by Seller prior to the Scheduled Closing Date as a condition to the Close of Escrow for Buyer’s benefit.

7. Title Policy. Title shall be evidenced by the willingness of the Title Company to issue its CLTA Owner’s Form Policy of Title Insurance, or, if requested by Buyer, its ALTA Extended Coverage Owner’s Form Policy of Title Insurance (“**Title Policy**”) in the amount of the Purchase Price showing title to the Property vested in Buyer or its title nominee as provided in Section 21 subject only to the Approved Condition of Title.

8. Conditions to Close of Escrow.

(a) Conditions to Buyer’s Obligations. The Close of Escrow and Buyer’s obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions for Buyer’s benefit on or prior to the dates designated below for the satisfaction of such conditions:

(i) Title. Buyer shall have approved the legal description of the Land attached hereto as Exhibit A and any matters of title as disclosed by the following documents (collectively, the “**Title Documents**”) to be delivered to Buyer at Seller’s sole cost and expense: (A) a standard preliminary title report (the “**Report**”) dated on or after the date of this Agreement issued by Escrow Holder’s Title Insurer Underwriter (the “**Title Company**”) with respect to the Property; (B) if requested by Buyer, an “extended coverage” supplemental title

report (“**ALTA Report**”) dated on or after the date of this Agreement issued by the Title Company with respect to the Real Property; (C) legible copies of all documents, whether recorded or unrecorded, referred to in the Report, the ALTA Report (if any) and/or the Survey (if any); and (D) a color-coded map plotting all easements disclosed by the Report, and the ALTA Report (if any). Seller shall cause the Title Company to deliver the Title Documents to Buyer within three (3) days after the opening of Escrow. Buyer shall have until the date that is thirty (30) days after Buyer’s receipt of the Title Documents (the “**Title Approval Date**”) to give Seller and Escrow Holder written notice (“**Buyer’s Title Notice**”) of Buyer’s disapproval or conditional approval of the legal description or any matters shown in the Title Documents. The failure of Buyer to give Buyer’s Title Notice on or before the Title Approval Date shall be deemed to constitute Buyer’s disapproval of the legal description and all Title Documents. If Buyer disapproves or conditionally approves the legal description and/or any matters of title shown in the Title Documents, Seller may, within five (5) days after its receipt of Buyer’s Title Notice, elect to eliminate or ameliorate to Buyer’s satisfaction the disapproved or conditionally approved title matters. Seller shall give Buyer written notice (“**Seller’s Title Notice**”) of those disapproved or conditionally approved title matters, if any, which Seller covenants and agrees to either eliminate from the Title Policy as exceptions to title to the Real Property or to ameliorate to Buyer’s satisfaction by the Scheduled Closing Date as a condition to the Close of Escrow for Buyer’s benefit. If Seller does not elect to eliminate or ameliorate to Buyer’s satisfaction any disapproved or conditionally approved title matters, or if Buyer disapproves of Seller’s Title Notice, or if, despite its best efforts, Seller is unable to eliminate or ameliorate to Buyer’s satisfaction all such disapproved matters prior to the Scheduled Closing Date, then Buyer shall have the right, by a writing delivered to Seller and Escrow Holder, to: (A) waive its prior disapproval, in which event said disapproved matters shall be deemed approved; or (B) terminate this Agreement and the Escrow created pursuant hereto, in which event Buyer shall be entitled to the return of the Deposit, plus any interest accrued thereon, and this Agreement, the Escrow and the rights and obligations of the parties hereunder shall terminate. Notwithstanding anything to the contrary contained in this Section 8(a)(i), Buyer hereby objects to all liens evidencing monetary encumbrances (other than liens for non-delinquent property taxes) and Seller agrees to cause all such liens to be eliminated at Seller’s sole cost and expense (including all prepayment penalties and charges) prior to the Close of Escrow.

(ii) Review and Approval of Documents and Materials. Within three (3) days after the opening of Escrow, Seller shall deliver to Buyer, at Seller’s sole cost and expense, for Buyer’s review and approval, the documents and materials respecting the Property set forth below (the “**Documents and Materials**”). For a period of thirty (30) days following Buyer’s receipt of all of the Documents and Materials from Seller (the “**Contingency Period**”), Buyer shall have the right to review and approve or disapprove in its sole and subjective discretion any or all of the Documents and Materials. The failure of Buyer to approve any of the Documents and Materials on or before the expiration of the Contingency Period, as the same may be extended hereunder, shall be deemed to constitute Buyer’s disapproval thereof.

(A) Licenses. Any and all licenses, permits and agreements affecting or relating to the ownership, subdivision, possession or development of the Real Property in the possession or control of Seller, its agents or representatives;

(B) Governmental Correspondence. Copies of all applications and correspondence or other written communications to or from any governmental entity, department or agency regarding any permit, approval, consent or authorization with respect to the development of the Real Property which are in the possession or control of Seller, its agents or representatives, if any;

(C) Surveys. Copies of the most recent surveys, if any, pertaining to the Property or any portion thereof which are in the possession or control of Seller, its agents or representatives;

(D) Maps. Any and all tentative, parcel and/or final maps, development plans, site plans, building permits, certificates or occupancy, specifications or any other governmentally approved or processes documents relating to the subdivision or development of the Real Property which are in the possession or control of Seller, its agents or representatives;

(E) Reports. Any and all reports, projections, studies or other documents or written information pertaining to the Property which are in the possession or control of Seller, its agents or representatives;

(F) Tax Statements. Any and all property tax statements pertaining to the Property which are in the possession or control of Seller, its agents or representatives;

(G) Soils and Engineering Studies. Any and all soils reports, engineering data and other data or studies pertaining to the Real Property or any portion thereof which are in the possession or control of Seller, its agents or representatives;

(H) Leases. Buyer and Seller acknowledge and agree that there is currently one (1) existing lease of the Property, namely that certain lease dated June 30, 2020 by and between Seller as “Lessor” and Blue Mountain Electric Company as “Lessee” (hereinafter the “Existing Lease”). Buyer acknowledges having received a copy of the Lease on or about April 2, 2022.

(I) Agreements. Any and all contracts or agreements affecting or relating to the ownership or development of the Real Property.

(iii) Inspections and Studies. On or before the expiration of the Contingency Period, Buyer shall have approved the results of any and all surveys, inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports) with respect to the Real Property as Buyer may elect to make or obtain. The failure of Buyer to approve said results on or prior to the expiration of the Contingency Period shall be deemed to constitute Buyer’s disapproval of the results. The cost of any such inspections, tests and studies, including the cost of obtaining an ALTA survey of the Real Property (if any), shall be borne by Buyer. During the term of this Escrow, Buyer, its agents, contractors and subcontractors shall have the right to enter upon the Land, at reasonable times during ordinary business hours to make any and all inspections and tests as may be necessary or desirable in Buyer’s sole judgment and discretion. Buyer shall use

care and consideration in connection with any of its inspections. Buyer shall indemnify and hold Seller and the Property harmless from any and all damage directly arising out of or resulting from the negligence of Buyer, its agents, contractors and/or subcontractors in connection with such entry and/or activities upon the Land.

(iv) Representations, Warranties and Covenants of Seller. Seller shall have duly performed each and every agreement to be performed by Seller hereunder and Seller's representations, warranties and covenants set forth in Section 14 shall be true and correct as of the Closing Date.

(v) Release of Right of First Refusal. On or before the expiration of the Contingency Period Seller shall deposit into escrow a signed waiver of the Right of First Refusal by the Tenant under the Lease. Additionally the waiver will waive the Right of First Refusal for not only this transaction, but any future sale by Buyer of the Property.

(vi) No Material Changes. At the Closing Date, there shall have been no material adverse changes in the physical or financial condition of the Real Property.

(vii) Moratorium. At the Closing Date, there shall be no reassessment, reclassification, rezoning or other statute, law, judicial or administrative decision, proceeding, ordinance or regulation (including amendments and modifications of any of the foregoing) pending or proposed to be imposed by any governmental or quasi-governmental bodies or agencies having jurisdiction over the Real Property or any public or private utility having jurisdiction over the Real Property which would adversely affect, in Buyer's reasonable judgment, the acquisition, development, sale or use of the Real Property.

(viii) Board Approval. It shall be a condition precedent to Buyer's execution of this Agreement and to Buyer's obligation to consummate the transaction contemplated by this Agreement that the Board of Directors of the Calaveras County Water District (the "**Board**") shall have approved, by resolution adopted pursuant to the requirements governing the Board, the purchase of the Property pursuant to the terms and conditions of this Agreement (the "**Approval Resolution**"), such resolution to be documented by presentation of a duly executed copy thereof to Escrow Holder concurrently with Buyer's delivery to Escrow Holder of a fully executed copy of the Agreement for the purpose of opening Escrow as provided in Section 5(a) above. Should Buyer fail to provide the Approval Resolution within thirty (30) days of Seller's execution and delivery to Buyer of this Agreement, this Agreement and the Escrow created pursuant hereto shall be deemed terminated and neither party shall have any further rights or obligations hereunder.

(ix) Extension of the Contingency Period. Buyer may extend the Contingency Period for up to ten (10) additional days (an "**Extension Period**") upon delivering to Seller and Escrow Holder written notice (the "**Extension Notice**") of its intention to so extend the Contingency Period. The Extension Notice must be given at least ten (10) days prior to the then-current the Contingency Period expiration date, and Buyer must deposit with Escrow Holder concurrently with such notice, additional funds in the amount of Five Hundred and No/100ths Dollars (\$500.00) ("**Extension Deposit**") for such extension, payable in cash or by a certified or bank cashier's check made payable to Escrow Holder or a confirmed wire transfer of

funds. The Extension Deposit shall be non-refundable and immediately released to Seller and, as independent consideration for the extended Contingency Period, will not be credited towards the Purchase Price at Close of Escrow.

(b) Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions):

(i) Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer; and

(ii) Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

9. Deposits by Seller. At least one (1) business day prior to the Scheduled Closing Date, Seller shall deposit or cause to be deposited with Escrow Holder the following documents and instruments:

(a) Grant Deed. The Grant Deed, duly executed by Seller, acknowledged and in a recordable form typically used by Escrow Holder in the County.

(b) Bill of Sale. A bill of sale, assignment document, or other appropriate instrument (depending on the precise nature of the Intangible Property) reasonably acceptable to Buyer (the "**Bill of Sale**"), whereby Seller conveys all rights to the Intangible Property.

(c) Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by the Title Company and/or Buyer.

10. Deposits by Buyer. Buyer shall deposit or cause to be deposited with Escrow Holder the funds which are to be applied towards the payment of the Purchase Price in the amounts and at the times designated in Section 4 above (as reduced by the prorations and credits hereinafter provided). In addition, at least one (1) day prior to the Scheduled Closing Date, Buyer shall deposit with Escrow Holder such proof of Buyer's authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Buyer to act for and bind Buyer as reasonably may be required by Title Company.

11. Costs and Expenses. The cost and expense of the Title Policy attributable to CLTA coverage shall be paid by Seller and the incremental amount attributable to ALTA coverage, if any, shall be paid by Buyer. The escrow fee of Escrow Holder shall be shared equally by Seller and Buyer. Seller shall pay all documentary transfer taxes payable in connection with the recordation of the Grant Deed. Buyer and Seller shall equally share the

Escrow Holder's customary charges to buyers and sellers for document drafting, recording and miscellaneous charges. If, as a result of no fault of Buyer or Seller, Escrow fails to close, Buyer and Seller shall share equally all of Escrow Holder's fees and charges.

12. Prorations. The following prorations shall be made between Seller and Buyer on the Close of Escrow, computed as of the Close of Escrow:

(a) Taxes, Assessments and Other Amounts. Real property taxes, special taxes, assessments, utility fees and/or deposits, and personal property taxes shall be prorated as of the Close of Escrow. Prorations of taxes and assessment with respect to the Real Property shall be based upon the latest available tax information such that Seller shall be responsible for all such taxes and assessments levied against the Property to and including the day prior to the Close of Escrow and Buyer shall be responsible for all taxes, special taxes and assessments levied against the Real Property from and after the day prior to the Close of Escrow.

(b) Adjustments. If any errors or omissions are made regarding adjustments and prorations as aforesaid, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimations are made at the Close of Escrow regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto.

13. Disbursements and Other Actions by Escrow Holder. Upon the Close of Escrow, the Escrow Holder shall promptly undertake all of the following in the manner indicated:

(a) Prorations. Prorate all matters referenced in Section 12 based upon the statement delivered into Escrow signed by the parties;

(b) Recording. Cause the Grant Deed and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of the County;

(c) Funds. Disburse from funds deposited by Buyer with Escrow Holder towards payment of all items chargeable to the account of Buyer pursuant hereto in payment of such costs and disburse the balance of such funds, if any, to Buyer; and

(d) Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

(e) Bill of Sale. Deliver the Bill of Sale to Buyer.

14. Seller's Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

(a) Authority. Seller has the full power and authority to sell the Property. This Agreement has been duly and validly authorized, executed and delivered by Seller and no other

authorization is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller;

(b) Proceedings. Seller is not aware of any actions, suits, proceedings or governmental investigations pending or threatened against or affecting the Property, in law or equity;

(c) Third Party Consents. Other than the waiver of the Right of First Refusal contained in the Existing Lease, no consents or waivers of or by any third party are necessary to permit the consummation by Seller of the transactions contemplated pursuant to this Agreement;

(d) Compliance With Laws. Seller has received no notice and has no knowledge of any violation of applicable law, ordinance, rule, regulation or requirement of any governmental agency, body or subdivision affecting or relating to the Real Property, including, without limitation, any subdivision, building, use or environmental law, ordinance, rule, requirement or regulation;

(e) Condemnation. Seller is not aware of any pending or threatened proceedings in eminent domain or otherwise, which would affect the Real Property, or any portion thereof;

(f) Governmental Notices. Seller shall deliver to Buyer each and every notice or communication Seller receives from any governmental body upon Seller's receipt of the same;

(g) Material Information. Seller shall notify Buyer of any material information concerning the Property about which Seller learns during the course of the Escrow promptly upon Seller's obtaining knowledge of same;

(h) Leases. Other than the existing Lease and MIPA, there are no leases or other agreements (whether oral or written) affecting or relating to the right of any party with respect to the possession of the Real Property;

(i) Documents. All documents delivered to Buyer by Seller pursuant to this Agreement are or will be true and correct copies of originals and any and all information supplied to Buyer by Seller in accordance with Section 8(a)(ii) hereof is true and accurate;

(j) Defects. Seller is not aware of any significant defects in the Real Property, except as expressly disclosed in the Documents and Materials. Also, if Seller becomes aware of any significant defects in the Real Property during the term of the Escrow, Seller shall promptly give Buyer written notice thereof;

(k) Assessments. Seller is not aware of any intended public improvements which will result in any charge being levied or assessed against the Real Property or any delinquent taxes, assessments (special, general or otherwise), or bonds of any nature affecting the Property, or any portion thereof;

(l) Future Action. From and after the date hereof, without the prior written consent of Buyer, Seller shall not execute nor consent to the execution of any additional leases or terminate the Existing Lease or any other instrument which may result in an alteration of the Approved Condition of Title;



(m) Truthfulness in Closing. Except as expressly herein otherwise provided, the representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time;

(n) Hazardous Waste. To the best of Seller's knowledge there is no contamination, hazardous waste or toxic substance in existence on or below the surface of the Real Property or in any building or other structure located upon the Real Property, including, without limitation, contamination of the soil, subsoil or ground water, which constitutes a violation of any law, rule or regulation of any government entity having jurisdiction thereof or which exposes Buyer to liability to third parties. No hazardous waste or toxic substances are or have been stored on or below the surface of the Real Property or in any building or other structure located on the Real Property by Seller or any tenant of the Real Property during Seller's ownership thereof, and Seller is not aware that any such hazardous waste or toxic substances have been so stored on or below the surface of the Land or in any buildings or other improvements thereon by any other person or entity. No pollutants, hazardous waste or toxic substances have ever been discharged by Seller or any tenant of any portion of the Real Property during Seller's ownership thereof into any body of water other than a sanitary sewer system established for that purpose, no such pollutants, hazardous waste or toxic substances have ever been disposed of by Seller or any such tenant on the Real Property, including, without limitation, by underground injection, and Seller is not aware of any such pollutants, hazardous waste or toxic substances having been so discharged or disposed of by any other person or entity. No portion of the Land has ever been used by Seller or any tenant of any portion of the Land during Seller's ownership thereof as a waste storage or disposal site and Seller is not aware of any such prior use. Seller and all tenants of the Real Property during Seller's ownership thereof have fully complied with all applicable laws and regulations in connection with handling, using, storing and/or disposing of hazardous wastes and toxic substances, including, without limitation, the maintenance of all required permits and approvals. Without limiting the other provisions of this Agreement, Seller shall cooperate with Buyer's investigation of matters relating to the foregoing provisions of this Section and to provide access to and copies of any data and/or documents dealing with potentially hazardous substances used at the Real Property and any disposal practices followed. Seller agrees that Buyer may make inquiries of governmental agencies regarding such matters, without liability to Seller for the outcome of such discussions;

(o) No Default. Seller is not in default with respect to the Existing Lease, nor will Seller be in default thereunder;

(p) Contracts. Other than the MIPA and the Existing Lease, there are no contracts or agreements relating to the operation, maintenance, service, repair, development, improvements, management or ownership of the Real Property, or any portion thereof;

(q) Agreement Not Constituting Breach or Violation. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will:

(i) constitute a breach of any agreement which affects the Property or any part thereof;

(ii) conflict with or result in a breach of any writ, injunction or decree of any court or governmental instrumentality;

(iii) violate any federal, state or local law, ordinance or regulation applicable to the Property; or

(iv) accelerate the maturity of any obligation secured by or otherwise affecting the Property or any part thereof;

(r) Litigation. There are no actions, suits, proceedings or claims pending or, to the best of Seller's knowledge, threatened or contemplated, in connection with the Property, and Seller has no knowledge of any action or inaction which may result in such an action, suit, proceeding or claim, and there are no actions, suits, proceedings or claims pending or, to the best of Seller's knowledge threatened or contemplated, against Seller which would materially affect Seller's ability to perform its obligations under this Agreement or any other document or instrument delivered by Seller to Buyer hereunder, and, Seller has no knowledge or any action or inaction which may result in such an action, suit, proceeding or claim;

(s) No Conflicting Rights. Other than the Right of First Refusal contained in the Existing Lease, no other party has any right to purchase the Property, nor are there any additional rights of first refusal or other options to purchase the Property, and Seller shall not grant any such rights or solicit any other offers to purchase the Property so long as this Agreement is in effect;

(t) Seller's Cooperation. At all times following the full execution and delivery of this Agreement, Buyer shall have the right, at Buyer's expense, to process the appropriate governmental approvals for Buyer's intended development of the Real Property, if any, and Seller agrees to cooperate with Buyer in processing and obtaining all such approvals and to execute any documents and agreements reasonably necessary for such purpose. The Seller cooperation described herein will not include speaking in favor of such projects before any governmental or private sector entity nor engaging in any other manner of advocacy or promotion thereof; and

(u) Representation and Warranties at Closing. Each of the representations and warranties of Seller in this Agreement may be relied upon by Buyer as true as of the Close of Escrow, and each such representation and warranty shall be deemed to have been repeated at that time.

15. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

(a) Subject to the required Board Approval described in Section 8(viii), Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement, except as otherwise expressly set forth herein; and

(b) The representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

16. LIQUIDATED DAMAGES.

FOLLOWING BUYER'S APPROVAL OF THE MATTERS SET FORTH IN SECTION 8 ABOVE, IF BUYER COMMITS A MATERIAL DEFAULT UNDER THIS AGREEMENT AND THE CLOSE OF ESCROW FAILS TO OCCUR BY REASON OF SUCH DEFAULT, THEN IN ANY SUCH EVENT, THE ESCROW HOLDER MAY BE INSTRUCTED BY SELLER TO CANCEL THE ESCROW, BUYER SHALL RETURN ALL DOCUMENTS AND MATERIALS TO SELLER. AND SELLER SHALL THEREUPON BE RELEASED FROM ITS OBLIGATIONS HEREUNDER. BUYER AND SELLER AGREE THAT BASED UPON THE CIRCUMSTANCES NOW EXISTING, KNOWN AND UNKNOWN, IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGE BY REASON OF BUYER'S DEFAULT. ACCORDINGLY, BUYER AND SELLER AGREE THAT IT WOULD BE REASONABLE AT SUCH TIME TO AWARD SELLER "LIQUIDATED DAMAGES" EQUAL TO THE TOTAL OF THE ENTIRE AMOUNT OF THE DEPOSIT PLACED INTO ESCROW BY BUYER PURSUANT TO SECTION 4 HEREOF TOGETHER WITH ANY INTEREST ACCRUED THEREON.

SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT THE APPLICABLE FOREGOING AMOUNTS OF LIQUIDATED DAMAGES ARE REASONABLE AS LIQUIDATED DAMAGES AND SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN LIEU OF ANY OTHER RELIEF, RIGHT OR REMEDY, AT LAW OR IN EQUITY, TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED BY REASON OF BUYER'S DEFAULT. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION, SELLER WAIVES ANY AND ALL RIGHTS WHICH SELLER OTHERWISE WOULD HAVE HAD UNDER CALIFORNIA CIVIL CODE SECTION 3389 TO SPECIFICALLY ENFORCE THIS AGREEMENT. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION 16 AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

Seller's Initials

Buyer's Initials

\_\_\_\_\_

\_\_\_\_\_

17. Damage or Condemnation Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Real Property or any condemnation proceeding commenced prior to the Close of Escrow. If any such damage or proceeding relates to or may result in the loss of any material portion of the Real Property, Seller or Buyer may, at their option, elect either to: (i) terminate this Agreement, in which event all funds deposited into Escrow by Buyer shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event upon the Close of Escrow, Buyer shall be entitled to any compensation, awards, or other payments or relief resulting from such casualty or condemnation proceeding.

18. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic mail (e-mail), and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address

of the person to receive such notice, (ii) if mailed, four (4) business days after the date of posting by the United States post office, or (iii) if given by telecopy, when sent. Any notice, request, demand, direction or other communication sent by telecopy must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

To Buyer: Calaveras County Water District  
120 Toma Court  
San Andreas, CA 95249  
Attention: Michael Minkler  
Facsimile: (209) 754-3001

With a copy to: Downey Brand LLP  
3425 Brookside Rd., Suite A  
Stockton, CA 95219  
Attention: Matthew J. Weber.  
Facsimile: (209) 473-6450

To Seller: Calaveras Healthy Impact Product Solutions (CHIPS)  
PO Box 616  
West Point, CA 95255

With a copy to: Jill Micheau  
PO Box 913  
Arnold, CA 95223

To Escrow Holder: Placer Title Company  
210 S. Main Street  
Post Office Box 237  
Angels Camp, CA 95222  
Attn: Ashley Cuslidge

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

19. Brokers. Neither Buyer nor Seller is represented by a real estate broker in connection with this Agreement. If any claims for brokers' or finders' fees for the consummation of this Agreement arise, then Buyer hereby agrees to indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement or representation or agreement by Buyer, and Seller hereby agrees to indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller.

20. Legal Fees. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants or agreements or

any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment, or out of court settlement shall be entitled to have and recover of and from the other party all costs and expenses of suit, including actual attorneys' fees.

21. Assignment. Seller may not assign, transfer or convey its rights or obligations under this Agreement without the prior written consent of Buyer, and then only if Seller's assignee assumes in writing all of Seller's obligations hereunder; provided, however, Seller shall in no event be released from its obligations hereunder by reason of such assignment. Buyer, without being relieved of liability hereunder, shall have the right to assign its rights and obligations hereunder or to nominate another person or entity in whom title to the Property shall vest; provided, however, Buyer shall be relieved of its obligations and all liability hereunder if Buyer shall nominate to take title to the Property, or assign its rights and obligations hereunder to, any entity in which Buyer (or a principal of Buyer) has an ownership interest.

22. Indemnification

(a) Seller's Indemnification. Seller hereby agrees to indemnify, defend and hold harmless Buyer, from and against any and all obligations, liabilities, claims, liens, encumbrances, losses, damages, costs and expenses, including without limitation, reasonable attorneys' fees, whether direct, contingent or consequential, incurred by Buyer relating to the Property and arising or accruing from acts, occurrences or matters that take place on or before the Close of Escrow or resulting from any breach by Seller of its representations, warranties and covenants contained in this Agreement.

(b) Buyer's Indemnification. Buyer agrees to indemnify, defend and hold harmless Seller, for, from and against any and all claims, damages, costs, liabilities and losses (including mechanics' liens) and expenses (including, without limitation, attorneys' fees) arising out of Buyer's investigation or that of its agents, representative, consultants or contractors in accordance with Section 8(iii). Buyer agrees to procure a mechanic's lien release bond equal to or greater than the amount of any mechanics' liens placed against the Real Property as a result of any Buyer's Inspections. The indemnity obligations contained herein shall survive Close of Escrow or any termination of this Agreement.

23. Miscellaneous.

(a) Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the recordation of the Grant Deed and the Close of Escrow.

(b) Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

(c) Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

(d) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(e) Captions. Any captions to, or headings of, the Sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

(f) No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

(g) Exhibits. The Exhibits attached hereto are hereby incorporated herein by this reference.

(h) Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

(i) Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

(j) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(k) Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

(l) Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

(m) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**BUYER:**

Calaveras County Water District, a county water district formed and existing under County Water District Law (Cal. Water Code § 30000, et seq.)

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SELLER:**

Calaveras Healthy Impact Products

By: \_\_\_\_\_

Its: \_\_\_\_\_

Acceptance by Escrow Holder:

Placer Title Company hereby acknowledges that it has received a fully executed counterpart of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: \_\_\_\_\_

**PLACER TITLE COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE LAND**

**(per Section 1(a) of the Agreement)**

DRAFT



## **LEASE**

THIS LEASE ("Lease") is entered into as of July \_\_, 2022 ("Effective Date") by and between Calaveras County Water District, a county water district formed and existing under County Water District Law (Cal. Water Code § 30000, et seq.) ("Lessor"), and Blue Mountain Electric Company, LLC, a California limited liability company ("Lessee"). Lessor and Lessee are sometimes collectively referred to herein as the "Parties". The Effective Date may be modified by mutual agreement between the Parties.

### **Recitals**

Lessor is the owner of that certain real property located at 13 Blizzard Mine Road, Wileysville, California, bearing Assessor's Parcel Number 012-011-011 consisting of approximately 13 acres, only 7 of which are being leased per this Lease and all the improvements attached to said property as more particularly shown in Exhibit A, annexed hereto and made a part hereof (the "Premises"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises on the terms and conditions in this Lease. Included with Premises is the right to use all access roads servicing the Premises.

This Lease is made upon the following terms, covenants and conditions to which the Parties hereby agree:

1. **LEASE TERM.** This Lease shall commence as of August \_\_, 2022 (the "Rent Commencement Date") and shall continue through June 30, 2045 (the "Original Term"), unless sooner terminated pursuant to the terms of this Lease. In the event that Lessee fails to obtain a Commercial Operation Date ("COD") for the project to be developed by the Lessee on the Premises (the "Project"), as defined by the California Independent System Operator ("CAISO"), within four (4) years following the Rent Commencement Date, either Lessor or Lessee may terminate this Lease upon thirty (30) days' notice to the other at any time prior to the date that Lessee actually obtains a COD.

2. **EXTENSION OPTIONS.** Provided Lessee is not then in default under this Lease, Lessee shall have the option to extend the Original Term of this Lease for two (2) successive option terms, each of which shall be for a period of five (5) years. The first option term shall commence at the expiration of the Original Term and continue for five (5) years (the "First Option Term"). The second option term shall commence at the expiration of the First Option Term and shall continue for five (5) years thereafter (the "Second Option Term"). For the purposes of this Lease the term "Option Term" shall mean and include the First Option Term and the Second Option Term, both collectively and individually as the context may so require. All of the terms and conditions of this Lease shall apply during the Option Term. In the event that Lessee elects to extend the term of the Lease at the expiration of the Original Term, Lessee shall deliver to Lessor written notice of such election not later than one hundred twenty (120) days prior to the expiration of the Original Term and not more than three hundred sixty (360) days prior to the expiration of the Original Term. In the event that Lessee elects to extend the term of the Lease for the Second Option Term, Lessee shall deliver to Lessor written notice of such election no later than one hundred twenty (120) days prior to, and not more than three hundred sixty (360) days prior to, the expiration of the First Option Term. The term "Lease Term" shall include the Original Term of this Lease and all Option Terms which are exercised by Lessee, if any.

3. **RENT AND PAYMENTS.**

a. **Rent.** Starting on the Rent Commencement Date and continuing on the first day of each month thereafter during the Lease Term, Lessee shall pay the following monthly rent ("Rent"), without deduction or offset of any kind, except as specifically allowed herein:

- (i) Zero and 08/100 dollars and (\$0.08) per month from the Rent Commencement Date until the last day of the month in which Lessee issues a Notice to Proceed with project construction ("Project Start") to its chosen contractor.
- (ii) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month from the first day of the month following the Project Start until the last day of the month in which Lessee obtains a COD.

- (iii) Four Thousand and 00/100 Dollars (\$4,000.00) per month from the first day of the month following Lessee's obtainment of the COD and for the next twelve (12) months.
- (iv) Beginning on the date that is twelve (12) months after the increase set forth in paragraph 3(a)(iii) above, and annually thereafter, the Rent shall increase by fifty percent (50%) of the change in the Consumer Price Index for All Urban Consumers (CPI-U) (All items) (1982-84=100) ("CPI"), published by the United States Department of Labor, bureau of Labor Statistics, for the prior twelve (12) month period. The Rent increase shall be determined by dividing the CPI published most recently before the applicable adjustment date by the CPI published most recently before the prior year's adjustment date; provided, however, that in the event that the change in the CPI is negative, the Rent shall not decrease but shall remain at the same rate as the prior year.
- (v) The Rent shall increase by ten percent (10%) on the first day of each exercised Option Term and annually thereafter throughout such Option Term by changes in the CPI pursuant to paragraph 3(a)(iv) above.

b. Payments. Remittance of Rent shall be made to Lessor at 120 Toma Court, San Andreas, California 95249, or such other address as shall from time to time be designated by Lessor to Lessee in writing.

c. Late Payment. Each installment of Rent shall be increased by the amount of five percent (5%) if that payment is received later than the fifth (5<sup>th</sup>) day of the calendar month or year for which such payment is due, but prior to the fifteenth (15<sup>th</sup>) day of the calendar month or year for which such payment is due. Each installment of Rent and Additional Rent shall be increased by the amount of ten percent (10%) if that payment is received later than the fifteenth (15<sup>th</sup>) day of the calendar day of the month or year for which such payment is due. Lessee acknowledges that the foregoing charges represent a fair and reasonable estimate of the costs, expenses and damages that Lessor will incur by reason of such failure by Lessee, as the exact amount of such costs, expenses and damages would be extremely difficult and Impractical to fix. Acceptance of any such charge shall not constitute a waiver for Lessor of Lessee's default or prevent Lessor from exercising any of the other rights and remedies available to Lessor hereunder or as provided by law.

d. Additional Rent. All sums of money, other than monthly Rent, that shall become due from and payable by Lessee pursuant to this Lease shall be considered "Additional Rent."

#### 4. USE AND OPERATION.

a. Possession. Lessor shall deliver the Premises to Lessee upon commencement of the Lease Term. Lessee has already had the opportunity to conduct environmental site assessments showing no unacceptable levels of contamination on the Premises. Lessee shall accept the Premises subject to all applicable zoning, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and to all exhibits or addendums attached hereto.

b. Permitted Uses. Lessee shall use the Premises for the development and operation of a three (3) MW biomass energy production facility that will connect to the electricity grid, as permitted by the appropriate regulatory agencies, and all lawful related business activities of the Lessee ("Permitted Uses"). Lessee shall not use or permit the Premises to be used for any other use or purposes. Lessee further covenants and agrees that it will not use or permit any person to use the Premises, or any part thereof, for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations and requirements of the state and county where the Premises is situated, or other lawful authorities, and that during the Lease Term the Premises, and every part thereof, shall be kept by Lessee in a clean condition, free of any nuisances, and that all health, police, and other legal regulations shall, in all respects and at all times, be fully complied with by Lessee.

c. Non-permitted Uses. Lessor shall not allow any other uses on the Premises except those conducted by Lessee as defined herein.

d. Hazardous Materials. Lessee shall, at its sole cost and expense at all times during the Term, comply in all respects with all requirements of environmental, ecological, health, or industrial hygiene laws or regulations or rules of common law related to the Premises, including all requirements imposed by any law, rule, order, or regulation of any federal, state, or local executive, legislative, judicial, regulatory, or administrative agency, board, or authority, which relate to (i) noise; (ii) pollution or protection of the air, surface water, ground water, or land; (iii) solid, gaseous, or liquid waste generation, treatment, storage, disposal, or transportation; (iv) exposure to Hazardous Materials; or (v) regulation of the manufacture, processing, distribution and commerce, use, or storage of Hazardous Materials ("Environmental Laws"; for purposes of this Lease, "Hazardous Materials" means any of the following as defined by the Environmental Laws: solid wastes; medical or nuclear waste or materials; toxic or hazardous substances; natural gas, liquified natural gas or synthetic fuel gas; petroleum products or derivatives, wastes or contaminants (including, without limitation, polychlorinated biphenyls); paint containing lead; urea-formaldehyde foam insulation; asbestos (including, without limitation, fibers and friable asbestos); explosives, and discharges of sewage or effluent. Lessee shall not use the Premises for the purpose of storing Hazardous Materials, except in full compliance with the Environmental Laws and other applicable law, and shall not cause the release of any Hazardous Material. Lessee shall notify Lessor promptly and in reasonable detail in the event that Lessee becomes aware of or suspects: (i) the presence of any Hazardous Material on the Premises or (ii) a violation of the Environmental Laws on the Premises. If Lessee uses or permits the Premises to be used so as to subject Lessee, Lessor or any occupant of the Premises to a claim of violation of the Environmental Laws (unless contested in good faith by appropriate proceedings), Lessee shall, at its sole cost and expense, immediately cease or cause cessation of such use or operations and shall remedy and fully cure any conditions arising therefrom. At its sole cost and expense, Lessee shall: (i) immediately pay, when due, the cost of compliance with the Environmental Laws within the Premises (except in connection with those Hazardous Materials that existed prior to the date of this Lease); and (ii) keep the Premises free of any liens imposed pursuant to the Environmental Laws to the extent related to Hazardous Materials first introduced to the Premises by Lessee. Lessee shall, at all times, use, handle and dispose of any Hazardous Materials in a commercially reasonable manner and in compliance with the Environmental Laws and applicable industry standards. Lessee shall cooperate with Lessor in any program between Lessor and any governmental entity for proper disposal and/or recovery of any Permitted Hazardous Material. Lessee shall indemnify, save and hold Lessor harmless from and against any claim, liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any violation of the covenants of Lessee contained in this section by Lessee, or out of any violation of the Environmental Laws by Lessee, its agents, employees, representatives, contractors, customers, invitees, licensees and subLessees, which indemnity obligation shall survive the expiration or termination of this Lease. In the event that Lessee fails to comply with any of the foregoing requirements of this section, after the expiration of the cure period permitted under the Environmental Laws, if any, Lessor may, but shall not be obligated to: (i) elect that such failure constitutes a default under this Lease; and/or (ii) take any and all actions, at Lessee's sole cost and expense, that Lessor deems necessary or desirable to cure any such noncompliance. Lessee shall reimburse Lessor for any costs incurred by Lessor in exercising its options under this subsection within 5 days after receipt of a bill therefor. The provisions of this section shall survive the expiration or termination of the Lease Term.

5. CONDUCT OF BUSINESS. In the conduct and operation of its business and operations, and the construction, maintenance, and use of its improvements and fixtures, Lessee shall not perform any acts or carry on any practices which may (a) damage the Premises or (b) be a nuisance or menace to adjacent property owners or other users or lessees. Lessee will, at its sole expense, comply with all requirements of insurance underwriters and governmental authorities having jurisdiction over the Premises, including compliance necessary for the maintenance of reasonable fire and extended coverage insurance for the Premises.

6. OPERATIONS.

a. Lessor shall indemnify and hold Lessee harmless from and against any liability incurred from the use or operation of the Premises (other than liability stemming from the actions of the Lessee) prior to the Effective Date. Lessee shall indemnify and hold Lessor harmless from and against any liability incurred from Lessee's operation on the Premises subsequent to the Effective Date of this Lease.

b. Lessee shall keep the Premises in a safe, clean and sanitary condition to the reasonable

satisfaction of Lessor who shall have the right to enter upon and inspect the Premises and the business conducted on the Premises upon reasonable notice. Should Lessor and/or representatives of the appropriate governmental agencies determine that the Premises are not being maintained in compliance therewith in the conduct and operation of Lessee's business and the construction, maintenance, and use of its improvements and fixtures, Lessor shall be entitled to take action to restore and return the Premises to a safe, clean, and sanitary condition and charge the costs and expenses thereby incurred to Lessee as Additional Rent, should such noncompliance continue for more than thirty (30) days after the written notice thereof from Lessor to Lessee specifying the particulars of such noncompliance.

c. Lessee shall be solely responsible for trash and hazardous material removal from the Premises at Lessee's sole cost and expense, which responsibility shall be limited to such materials brought on or to the Premises after the Effective Date.

d. Lessee agrees that within ninety (90) days of the date of this Lease it will relocate, and/or remove any of the logs on the Premises that are, or may impede Lessor's construction activities across the Premises, which includes, but it not limited to the area where CCWD will install a new pipeline.

e. Furthermore if construction activities on the Premises by Lessee do not start by December 31, 2022, then Lessee agrees to remove all logs on the Premises from the Premises.

#### 7. PERSONAL PROPERTY TAXES; REAL ESTATE TAXES.

a. During the Lease Term, Lessee shall pay all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of Lessee maintained on the Premises, including all fixtures, furnishings, equipment, and other items of personal property used in the operation of Lessee's business, prior to delinquency, and when possible, Lessee shall cause these fixtures, furnishings, equipment and other items of personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's fixtures, furnishings, equipment or other personal property is assessed and taxed with Lessor's real property, Lessee shall pay to Lessor the amount of those taxes applicable to Lessee's fixtures, furnishings, equipment or other personal property within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of the taxes applicable to Lessee's property. Lessee shall have no obligation to pay taxes assessed against and levied on personal property of the Lessor, and Lessor shall be responsible for the same.

b. During the Lease Term, Lessee shall pay as Additional Rent all taxes and general and special assessments and other impositions in lieu thereof or as a supplement thereto and any other tax which is measured by the value of real property or the amount of rent received for the leasing of real property and assessed on a uniform basis against the owners of real property, including any substitution in whole or in part therefor due to a future change in the method of taxation ("Real Estate Taxes"), on the Premises accruing during the Lease Term. If by law, any general or special assessment or like charge may be paid in installments, such assessment shall be so paid and Lessee shall only be liable for the portion thereof that is attributable to the Lease Term.

8. UTILITIES AND COMMON AREA MAINTENANCE. Lessee, from the Effective Date of this Lease, and throughout the Lease Term, shall pay for all separately metered utilities, and all other services supplied to or consumed in or on the Premises. Lessee shall be solely responsible for establishing accounts in its name with utility providers for such utilities. Bills for utilities shall be prorated as of the Commencement Date hereof. Lessee shall pay any utility connection fees when due, including without limitation water and sewer.

9. NUISANCE. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of adjacent property owners. Lessee shall neither conduct nor permit to be conducted any sale by auction on the Premises, and Lessee shall not allow refuse, garbage, or trash to accumulate outside of or on the Premises.

#### 10. CONSTRUCTION AND ALTERATIONS.

a. Condition of Premises. Lessee accepts the Premises in their current "AS IS" condition, with all faults and without any representation or warranty by Lessor as to the condition of the Premises.

b. Lessor's Construction Requirements. Lessor hereby authorizes Lessee to make, or suffer to be made, at Lessee's sole cost and expense, any alterations of the Premises, or any part thereof, without the prior consent of Lessor, except for any changes which may require lender or regulatory body approval. Said changes requiring regulatory body or lender approval shall also require Lessor approval. Any additions to or alterations permanently attached to the Premises shall become at once a part of the realty and belong to Lessor and be let to Lessee subject to the terms of this Lease.

c. Manner of Construction. All alterations and additions at any time undertaken by Lessee, and requiring permits or approvals from any local regulatory agency, shall be performed by licensed contractors, and so as not to damage any part of the Premises. No alterations shall be undertaken until Lessee shall have procured and paid for, so far as the same may be required, all necessary permits and authorizations of all governmental authorities having jurisdiction over such alterations.

d. All construction work required or permitted by this Lease shall be done in a good and workmanlike manner, and in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authority and insurers of the Premises and the Lessor. Either party may inspect the work of the other at reasonable times, and shall promptly give notice of observed defects. Minor repairs and alterations not requiring permits or approvals from local regulatory agencies may be completed by unlicensed workers.

e. Lessee shall notify Lessor at least fifteen (15) days prior to commencing any alterations so as to permit, and Lessee shall permit, Lessor access to the Premises in order to post and keep posted thereon a notice of non-responsibility to disclaim responsibility for any construction on the Premises.

f. If any mechanic's lien or other encumbrance shall be filed against the Premises, Lessee shall, at its sole cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice to Lessee of the filing thereof from Lessor or any other party. If Lessee fails to comply with the foregoing provisions, Lessee shall be responsible for all fees and costs incurred by Lessor to discharge or bonding any such lien, charge, order or encumbrance, in addition to an administrative fee of fifteen percent (15%) of such total fees and costs.

11. PREMISES AFTER LEASE. At the expiration or other termination of the Lease Term, Lessee shall remove from the Premises its property and that of all claiming under it and shall peaceably yield up to Lessor the Premises in as good condition in all respects as the same were at the time the Premises were sold to Calaveras Healthy Impact Product Solutions, which means that the stockpile of logs shall be removed, except for ordinary wear and tear, damage by the elements, by any exercise of the right of eminent domain or by public or other authority, or damage which Lessor is required herein to replace, restore or rebuild.

12. LICENSES, PERMITS AND INSURANCE. Lessee, in every instance, before starting work on or about the Premises shall secure all licenses and permits necessary therefor. Lessee shall, at all times, keep the Lessor and Premises free and clear from mechanics' liens for work authorized by Lessee (other than those mechanic's liens in the ordinary course of construction, for which Lessee obtains final release following substantial completion of any alterations or improvements to the Premises) and indemnify and hold harmless Lessor therefrom.

13. ABANDONMENT.

a. No Abandonment. Lessee agrees not to vacate or abandon the Premises for any period greater than 365 days at any time during the Lease Term, except as provided herein. Should Lessee vacate or abandon said Premises or be dispossessed by process of law or otherwise, such abandonment, vacation or dispossession shall be a breach of this Lease.

b. Storage and Sale of Property. In addition to any other rights which Lessor may have upon Lessee's abandonment, Lessor may remove any personal property belonging to Lessee which remains on the Premises and store the same, the reasonable cost of such removal and storage to be charged to the

account of Lessee. Lessor shall provide Lessee with ten (10) days' notice of such intended action. After a period of sixty (60) days of storage, Lessor shall have the right, at its election, and without incurring any liability to Lessee, to take title to and possession of such personal property to satisfy any obligations owing by Lessee to Lessor, and to retain the balance thereof, if any.

#### 14. LESSOR'S CONVEYANCE AND LESSEE'S RIGHT OF FIRST REFUSAL

a. Lessor's Discharge and Successor's Obligation. If, during the Lease Term, Lessor, its successors or assigns, shall convey its interest in the Premises, then from and after the effective date of the conveyance the Lessor so conveying shall be released and discharged from any and all further obligations under this Lease and such obligations shall inure to the successor-in-interest, to the extent of the written assumption of such obligation by the successor-in-interest, providing that Rent is prorated as of the date of conveyance and, provided further, that Lessor transfers and conveys Lessee's security deposit to Lessor's successor-in-interest.

b. Restrictions on Transfer. Lessor agrees, on behalf of itself and its successors and assigns, that Lessor shall not convey its interest in the Premises, except as stated in Section 12(c).

c. Right of First Refusal. Subject to Lessor's full compliance with the Surplus Land Act (Cal. Govt. Code §§ 54220 et seq.), and only if the Premises are not purchased through the process of the Surplus Land Act, Lessor hereby grants to Lessee, at any time during the term of this Lease, a right of first refusal to purchase the Premises. Upon Lessor's receipt of a bona-fide offer to purchase ("Offer") from a party who is not affiliated with Lessor ("Third Party"), which Offer Lessor is willing to accept, Lessor shall give notice to Lessee ("Offer Notice") that Lessor intends to accept the Offer, and concurrently therewith provide Lessee a copy of the Offer. If Lessee elects to exercise its right of first refusal, it shall do so by delivering to Lessor, within ten (10) days of receipt of the Offer Notice, written notice of its election to purchase the Premises on terms and conditions identical to those set forth in the Offer, or terms and conditions deemed identical in the sole discretion of Lessor. If the Lessee does not so notify the Lessor within said ten (10)-day period, Lessee shall be deemed to have rejected the Offer and Lessor may proceed to sell the Premises (free and clear of this Right of First Refusal) to the Third Party on the terms and conditions set forth in the Offer, or on terms and conditions which are better for the Lessor, but not worse for the Lessor.

#### 15. REPAIRS AND MAINTENANCE.

a. Lessee's Obligation. Lessee shall, at its sole cost, keep and maintain (including replacements if necessary) the Premises and appurtenances and every part thereof in clean, good, and sanitary order, condition and repair, including, without limitation, maintaining and repairing building improvements, equipment, parking areas, driveways, fuel storage areas, and waste dumps. Any debris left on access roads to the Premises coming from Lessee's operation or suppliers thereto shall be removed on a regular schedule as approved by Lessor. Any damage to access roads caused by Lessee or their suppliers, vendors, or invitees, other than that normal wear and tear associated with permitted uses of the Premises, shall be repaired at Lessee's expense as directed by Lessor.

b. Lessor's Right to Repair as Additional Rent. On failure of Lessee to promptly make necessary repairs as set forth in Section 15(a) above after thirty (30) days' written notice to do so by Lessor, Lessor may perform all repairs which are Lessee's obligation hereunder that may be necessary in and about the Premises and add the cost of such repairs, in addition to a fifteen percent (15%) administrative fee, to the rent due hereunder following the date of repairs. Such cost of repairs shall be and constitute a part of the rent, together with the rent provided for above.

16. LAWS AND REGULATIONS. In the conduct and operation of its business and the construction, maintenance, and use of its improvements and fixtures, Lessee shall, at its sole cost and expense, conform to, abide by, and comply with, all laws, statutes, ordinances, rules and regulations relating to the Premises,

and the operations herein authorized and shall be subject at all times to applicable rules, regulations, resolutions, ordinances and statutes of the County of Calaveras, the State of California, and the federal government and all other governmental agencies, and shall likewise comply with the requirements of the Board of Fire Underwriters or Lessor's insurance carrier concerning the use of the Premises. Lessor shall use its best efforts to assist Lessee in obtaining any required permits. Where permits are required for the conduct and operation of Lessee's business and the construction and use of its improvements and fixtures, the same must be first had and obtained from the regulatory body having jurisdiction thereof before such operation is undertaken.

17. INDEMNIFICATION AND LIABILITY INSURANCE.

a. Indemnity by Lessee. Lessor shall not be liable to Lessee or to any other person for any damage or liability of any kind or for any injury to or death of persons or damage to property during the term of this Lease, from any cause whatsoever, by reason of the use, occupancy and enjoyment of the Premises by Lessee or any other person thereon or holding under said Lessee. Lessee will indemnify and hold Lessor harmless from any liability whatsoever, on account of any such real or claimed damages or injury and from all liens, claims and demands, including attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities with respect to any claim or demand, arising out of (1) the use, condition, operation or occupation of the Premises and its facilities, (2) any repairs or alterations which Lessee may make to the Premises, (3) any act, omission or negligence by Lessee, its employees, agents, Sublessees, invitees, or licensees, and (4) any failure by Lessee to comply or secure compliance with any of the terms or conditions of this lease. Lessee shall in no event be liable for damages or injury caused by the gross negligence or willful misconduct of Lessor, or its designated agents, servants or employees.

b. Lessee's Insurance Obligations. Lessee agrees to apply for and obtain from insurance companies acceptable to Lessor and authorized to do business in California with a general policyholder's rating of "A" and a financial rating of at least "VII" in the most current available edition of "A.M. Best Insurance Reports", effective from and after the Effective Date, at Lessee's sole cost and expense, insurance coverages in the following amounts and form:

(i) General Liability. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including property damage, bodily injury and personal & advertising injury with limits of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If Commercial General Liability Insurance or other form with a general aggregate limit, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 25 03, or ISO CG 25 04, or insurer's equivalent endorsement provided to Lessor) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

(iii) Workers' Compensation Insurance. Lessee shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(iv) Fire. Fire insurance on the Premises.

(v) Lessee Improvements. Insurance covering all of Lessee's leasehold improvements, alterations, additions or changes ("Additions"), trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, in an amount not less than that required by Lessee's lenders from time to time during the term of this Lease, providing protection against any peril included within the classification "All Risk Coverage", including protection against vandalism and malicious mischief. Any policy proceeds shall be used for the repair and replacement of the property damaged or destroyed unless this Lease shall sooner cease and terminate in accordance with its terms.

(vi) Policy Form. Lessor shall be named as an additional insured under the policies

required to be maintained by Lessee under this Section 17. Executed copies of such policies of insurance or certificates thereof shall be delivered to Lessor within ten (10) days after issuance of each such policy. All policies maintained by Lessee under this Section 17 shall contain a provision that Lessor, although named as an insured, shall nevertheless be entitled to recovery under said policies, for any loss occasioned to it, its servants, agents and employees, by reason of the negligence of Lessee. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in like manner and to like extent, and shall be delivered to Lessor at least ten (10) days prior to the expiration of the term of the existing policy. All policies of insurance delivered to Lessor must contain a provision that the company writing said policy will give Lessor thirty (30) days' notice, in writing, in advance of cancellation or lapse, or the effective date of any reduction in type or amount of coverage. All policies shall be written as primary policies, not contributing with and not in excess of coverage which Lessor may carry.

c. Lessee's obligations to carry insurance may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee, provided, however, that Lessor shall be named as an additional insured thereunder, the coverage afforded Lessee will not be reduced or diminished by reason of the use of such blanket policy of insurance, and the requirements set forth herein are otherwise satisfied. If Lessee does not obtain any of the insurance coverage as required in this Section, Lessor may, but is not obligated to, obtain such insurance coverage on behalf of Lessee, and Lessor shall be entitled to reimbursement for the cost thereof (plus interest at the prime rate as published by the Bank of America, San Francisco Branch) as Additional Rent.

d. Lessee will report in writing to Lessor any accident (1) causing property damage of more than Fifty Thousand Dollars (\$50,000), increased annually by the increase in the Index, or (2) involving any serious injury to persons on the Premises.

e. Lessor Not Responsible. Except for such loss or damage as may be caused by the gross negligence or willful misconduct of Lessor, its agents, or employees, Lessor shall not be liable to Lessee, its officers, agents, employees, invitees, sublessees, assigns or third parties for loss of or damage to property, including equipment, plant or supplies, or for injury or death to persons in, on or about the Premises, including the access roads and parking areas.

f. Lessee Not Responsible. Except for such loss or damage as may be caused by the negligent or willful act of Lessee, its agents, or employees, Lessee shall not be liable to Lessor, its officers, agents, employees, invitees or third parties for loss of or damage to property, including goods, wares and merchandise, or for injury or death to persons in, on or about the Premises.

g. Lessor to Maintain Insurance. During the Lease Term, Lessor shall maintain or cause to be maintained reasonable levels of general liability, public liability and property insurance.

## 18. CONSENTS AND APPROVALS.

a. Consents Required. Wherever this Lease provides that Lessee is required to obtain consent or approval, such consent or approval must be obtained in advance and shall not be valid or effective unless consented to or approved expressly in writing in each instance. Lessor shall not withhold any such consent or approval without reasonable grounds for objection, except as otherwise provided in this Lease. Lessor's consent to, or approval of, any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent to or approval of any subsequent similar act by Lessee. Lessor will use its best efforts to determine whether or not to consent to an act requiring its consent within ten (10) days of receipt of all documents and information necessary for Lessor to make an informed decision.

b. Reimbursement to Lessor. Lessee agrees to reimburse Lessor for any fees or charges reasonably and necessarily assessed by any governmental or quasi-governmental agency in connection with obtaining and/or processing approvals under this Section 18 as Additional Rent.

c. Installation of Identification Signs. Lessee shall have the right to install, at its sole cost and expense, a sign identifying Lessee's business on the Premises, as approved by Lessor and the County of



Calaveras. All signage shall strictly conform to all sign ordinances, regulations, and guidelines issued by the local regulatory agencies. All signage shall be kept in good condition and repair, free of dangerous or hazardous conditions.

19. ENTRY BY LESSOR. Lessee shall permit Lessor and its agents to enter the Premises upon reasonable notice, and as otherwise agreed, for any reasonable purpose including, without limitation, the following: to inspect the same; to make repairs that Lessee is required to make but has not made after notice to do so; to show the Premises to prospective lessees (if the Lease is due to expire within one (1) year or if the Lessee has defaulted hereunder); to show Premises to prospective purchasers; or to post notices of non-responsibility for alterations, additions or repairs. Lessor shall have such right to entry and the right to fulfill the purpose thereof without any rebate of rent to Lessee for any loss of occupancy or quiet enjoyment of the Premises thereby occasioned, unless Lessee's ability to conduct its business is so impaired that Lessee must temporarily cease business operations.

20. NO ASSIGNMENT, SUBLETTING, MORTGAGING. Except for subleasing to third-party operators of log decking, chipping and grinding, and similar activities, or as approved by Lessor, which approval shall not unreasonably be withheld, Lessee shall not assign nor sublet, nor otherwise transfer, any interest created by this Lease without the prior written consent of the Lessor, which will not be unreasonably withheld.

21. LEASE DEFAULT.

a. Lessee's Default: Lessor's Rights and Remedies. Should Lessee at any time be in default under the Lease, with respect to any rent payments or other charges payable by Lessee hereunder, and should such default continue for a period of three (3) days after written notice from Lessor to Lessee, or should Lessee be in default in the prompt and full performance of any other of its promises, covenants or agreements herein contained, and should such default or breach of performance continue for more than sixty (60) days after the written notice thereof from Lessor to Lessee specifying the particulars of such default or breach of performance, or should Lessee vacate or abandon the Premises, then Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and in addition to any or all other rights or remedies of Lessor hereunder and provided by law, it shall be, at the option of Lessor, without further notice or demand of any kind to Lessee or any other persons:

(i) The right of Lessor to declare the Lease Term ended and to re-enter the Premises and take possession thereof and remove all persons therefrom, and Lessee shall have no further claim thereon or thereunder.

(ii) The right of Lessor, without declaring this Lease forfeited, to re-enter the Premises and occupy the whole, or any part thereof, for and on account of Lessee, and to collect said rent and any other rent that may thereafter become payable.

(iii) The right of Lessor, even though it may have reentered the Premises, to thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises.

b. Should Lessor have re-entered the Premises under the provisions of subparagraph (i) above, Lessor shall not be deemed to have terminated this Lease or the liability of Lessee to pay rent thereafter to accrue, or Lessee's liability for damages under any of the provisions hereof, by any such reentry or by any action in unlawful detainer, or otherwise, to obtain possession of the Premises, unless Lessor shall have notified Lessee in writing that it has so elected to terminate this Lease, and Lessee further covenants that the service by Lessor of any notice pursuant to the unlawful detainer statutes of the State of California, and the surrender of possession pursuant to such notice, shall not (unless Lessor elects to the contrary by written notice to Lessee at the time of or at any time subsequent to the serving of such notices) be deemed to be a termination of this Lease. In the event of any entry or taking possession of the Premises as aforesaid, Lessor shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expenses and risk of the owner or owners thereof.

c. Lessor's Damages. Should Lessor elect to terminate this Lease under the provisions of sub-paragraphs a.(i) or a.(ii), above, Lessor may recover from Lessee as damages:

(i) The worth, at the time of award, of any unpaid rent which had been earned at the time of such termination;

(ii) The worth, at the time of award, of the amount by which the unpaid rent, which would have been earned after termination until the time of award exceeds the amount of such rent loss Lessee proves could have been reasonably avoided;

(iii) The worth, at the time of award, of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rent loss that Lessee proves could be reasonably avoided;

(iv) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Lessor in maintaining or preserving the Premises after such default, preparing the Premises for reletting to a new Lessee, any repairs necessary to return the Premises to the condition on the Effective Date required for such reletting, leasing commissions, any other costs necessary or appropriate to re-let the Premises, and attorneys' fees and costs incurred (regardless of whether suit is ultimately filed);

(v) At Lessor's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

(vi) As used in sub-paragraphs (i) and (ii) above, the "worth, at the time of award" is computed by allowing interest at the prime rate as published by the Bank of America, San Francisco Branch. As used in sub-paragraph (3) above, the "worth at the time of award" is computed by discounting such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(vii) For purposes of this Section, all items of Rent, other than the Rent, unless stated otherwise, shall be computed on the basis of the average monthly amount thereof accruing during the immediately preceding twelve (12) month period, except that if it becomes necessary to compute such rent before such a twelve (12) month period has occurred, then on the basis of the average monthly amount thereof accruing during such shorter period.

d. No Limitation of Remedies. The remedies given to Lessor in this Section shall be in addition and supplemental to all other rights or remedies which Lessor may have under the laws then in force. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed for any cause, or in the event of Lessor obtaining possession of the Premises by reason of the violation by Lessee of any of the covenants and conditions of this Lease or otherwise.

e. Lessor Default. Should Lessor at any time be in default under the Lease, with respect to payments or other charges payable by Lessor hereunder, and should such default continue for a period of thirty (30) days after written notice from Lessee to Lessor, or should Lessor be in default in the prompt and full performance of any other of its promises, covenants or agreements herein contained, and should such default or breach of performance continue for more than sixty (60) days after the written notice thereof from Lessee to Lessor specifying the particulars of such default or breach of performance, Lessee may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and shall have all rights and remedies of Lessee provided by law.

22. NO WAIVER. The waiver by Lessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or a by other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term,

covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless such waiver be in writing signed by Lessor.

23. VOLUNTARY SURRENDER. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, but shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or operate as an assignment to it of any or all such subleases or subtenancies.

24. OFFSET STATEMENTS. Lessee and Lessor shall, at any time and from time to time upon not less than twenty (20) days' prior written request by the other party, execute, acknowledge, and deliver a statement in writing certifying the date of commencement of this Lease, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the date and content of the modifications), and further stating the dates to which the minimum rent and other charges have been paid, and setting forth such other matters as may reasonably be requested. For each day after 20 days have elapsed from said request wherein the party requested has failed to execute, acknowledge, or deliver the requested statement, the requesting party shall be paid the sum of \$100.00 per day until the offset statement is received as Additional Rent.

25. HOLDING OVER. Should Lessee hold over in possession after the expiration of the Lease Term, such holding over shall not be deemed to extend the term or renew this Lease; but the tenancy thereafter shall continue as a month-to-month tenancy pursuant to the terms and conditions herein contained, at one hundred fifty percent (150%) of the Base Rent, with the Additional Rent in effect immediately preceding the expiration date, and Lessee shall be responsible for the consequences of any unauthorized holdover and shall indemnify and hold Lessor harmless against any damages or claims therefor, including reasonable attorneys' fees and costs.

26. NON-PAYMENT OR NONPERFORMANCE: REIMBURSEMENT. In the event that Lessee fails to make timely payment of any of its obligations under this Lease, or in the event either party shall reasonably incur any expense, including attorney fees, in order to complete some action required of the other party under this Lease, which the other party, after reasonable notice, has failed to perform, then the party incurring such expense shall be entitled to reimbursement by the other party, within ten (10) days after written demand, together with interest at ten percent (10%) per annum from the date of such demand.

27. LESSOR'S REPRESENTATIONS AND OBLIGATIONS. Lessor warrants that it has fee simple title and the power to enter into this lease. Except as noted below, Lessor is aware of no impediment to this Lease, other than as described in this Lease, or of any hazardous material on or about the Premises. Lessor shall take all reasonable steps to ensure Lessee's quiet enjoyment of the Premises. Lessor shall indemnify, protect and hold Lessee harmless from any liability whatsoever, on account of any damages, injury or liability arising out of the gross negligence or willful misconduct of Lessor, or its designated agents, servants or employees.

28. SURRENDER; REMOVAL.

a. Decommissioning Obligation. Upon the termination or expiration of this Agreement, except as otherwise directed by Lessor in writing as provided below, Lessee shall, at its sole cost and expense, as soon as reasonably practicable thereafter, but no later than six (6) months thereafter (the "Decommissioning Period"), remove all of Lessee's improvements, fixtures, alterations, additions or changes and personal property made or placed on the Premises by Lessee; cover up all pit holes, trenches or other borings or excavations made by Lessee thereon; remove all logs on the Premises, whether currently on the Premises, or placed after the commencement of the Lease; and otherwise restore the Premises to as near as possible to its original condition prior to Lessee's alteration of the Premises, and leave the Premises in a good, clean condition including removal and remediation of any Hazardous Substances which Lessee is responsible for under this Agreement and which have been released in violation of applicable Environmental Laws or which are required to be remediated under Environmental Laws. Notwithstanding the foregoing, Lessee shall not be obligated to restore any damage, alterations, or changed conditions on the Premises that did not arise from Lessee's activities on the Premises or Improvements owned by Lessee on the Premises. The failure

of the Lessee to remove, raze or demolish any improvement within the Decommissioning Period and to restore the Premises as provided herein shall be deemed an abandonment of the improvements to Lessor, and Lessor shall have the right, at Lessor's election, to keep such improvements and to charge Lessee for all costs and expenses incurred by Lessor to remove, raze or demolish the improvements or any part thereof and the restoration of the surface of the Premises to the standard set forth above. In such event, Lessor shall be entitled to the entire salvage value of the improvements, without accounting to Lessee for such value. The provisions of this section shall survive the termination of this Agreement.

b. Decommissioning Security. No later than the fifteenth (15th) anniversary of the Rent Commencement Date, Lessee shall deliver to Lessor an estimate provided by an unaffiliated third party consultant in reasonable detail of the cost for the removal of all of Lessee's improvements upon the Premises, which estimate shall be binding upon Lessor and constitute the Removal Cost Estimate (as hereinafter defined) unless Lessor, within thirty (30) days of the delivery of Lessee's estimate, delivers to Lessee a notice objecting to the estimate and proposing a higher removal cost estimate as provided by Lessor's unaffiliated third party consultant. If Lessor objects to Lessee's removal cost estimate, as aforesaid, the removal cost estimate shall be established through negotiation, mediation, or arbitration. The estimate of the cost to remove all of Lessee's improvements as initially determined by Lessee; or, if objected to by Lessor, as determined by negotiation, mediation or legal action, is herein referred to as the "Removal Cost Estimate". Upon the determination of the Removal Cost Estimate, Lessee shall, at Lessee's cost, deliver to Lessor, as security for the completion of the restoration required by Section 28(a) above either (i) a performance bond as described below, or (ii) a letter of credit or other security in form reasonably acceptable to Lessor in its sole discretion, which acceptance shall not be unreasonably withheld, conditioned or delayed (the "Removal Security"). The Removal Security shall, at Lessee's cost, remain in place during the Lease Term once required to be obtained by Lessee, and increase by the amount of three percent (3%) per year to account for inflation. If the Removal Security is a performance bond, then it must be issued by a surety registered with the State of California Insurance Commissioner and, at the time of delivery of the bond, on the authorized insurance provider list published by the Insurance Commissioner. In addition, such performance bond shall (a) be for a term of no less than one (1) year and (b) allow Lessor to renew the performance bond on the Lessee's behalf, or permit the Lessor to declare a default under the performance bond (thus requiring the surety to remove or cause the removal of the Improvements) if it is not renewed within thirty (30) days prior to its stated expiration date (regardless of whether Lessee is then otherwise in default under the Agreement); if the bond shall not permit the declaration of a default for non-renewal, it shall not be unreasonable for the Lessor to withhold its consent to the use of the performance bond, if the surety issuing the performance bond is not irrevocably committed to allow the Lessor to renew the performance bond on the Company's behalf at a premium of no more than three percent (3%) of the amount of the Removal Security (which amount shall be reimbursed by Lessee within ten (10) days after written demand from Lessor) (collectively, the "Lessor Removal Security Protections"). When required hereunder, Lessee shall provide Lessor a copy of any Removal Security within ten (10) days after Lessor's written demand. Lessor and Lessee shall each have the right during the year commencing three (3) years prior the expiration of the Lease Term, to deliver up to one (1) written notice (a "Security Adjustment Notice") during the Lease Term to the other party requesting an increase or decrease in the amount of the Removal Security, if an unaffiliated third party consultant of the requesting party determines that the amount of the Removal Security is materially higher or lower than the then current Removal Cost Estimate. In the event either Lessor or Lessee delivers a Security Adjustment Notice to the other party, the parties shall follow the process set forth in the first paragraph of this section for determination of the Removal Cost Estimate; and, upon the determination of any adjustment in the amount of the Removal Security (as determined by negotiation, mediation or arbitration), the adjusted amount of the Removal Security shall be the Removal Security for all purposes of this section.

29. REAL ESTATE BROKER COMMISSIONS. Neither Party is represented by a real estate broker and each party will defend, indemnify, and hold the other party harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of that party's own conduct.

30. NOTICES.

a. Notice to Lessee. All notices to be given to Lessee shall be in writing and served personally by delivering to said Premises, whether or not Lessee has departed from, abandoned or vacated the Premises; or by depositing the same in the United States mail, postage prepaid, and addressed to Lessee at the following address:

Blue Mountain Electric Company, LLC  
PO Box 30032  
Walnut Creek, CA 94598  
Attention: Gregory John Stangl

b. Notice to Lessor. Notice by Lessee to Lessor shall be in writing and served on Lessor by personal delivery or by depositing the same in the United States mail, postage prepaid, addressed to Lessor at the following address:

Calaveras County Water District  
120 Toma Court  
San Andreas, California 95249  
Attention: Michael Minkler

### 31. MISCELLANEOUS.

a. Captions. The captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

b. Time of Essence. Time is of the essence of this Lease and for all provisions hereof except in respect to the delivery of possession of the Premises.

c. Definitions. The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in the neuter gender include the masculine and feminine. If there be more than the one lessee, the obligations hereunder imposed upon Lessee shall be joint and several.

d. Attorney's Fees. In the event of any action at law or in equity or any arbitration between Lessor and Lessee to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such litigation or arbitration covenants and agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees and expert witness fees, incurred therein by such successful party, and if such successful party shall recover judgment in any such action or proceeding, such costs, expenses, attorney's fees and expert witness fees shall be included in and as part of such judgment.

e. Successors. All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, provided that nothing in this Section shall be deemed to permit any assignment, subletting, occupancy or use contrary to the provisions of Section 20.

f. Quiet Enjoyment. Upon Lessee paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof, subject to all provisions of this Lease.

g. Force Majeure. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delays; provided, the party obligated shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes herein above specified; provided further, nothing in this section shall excuse Lessee from the prompt payment of any rent or other charge required of Lessee hereunder.

h. Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be both covenants and conditions.

i. Applicable Law. The parties acknowledge the Lease has been negotiated and executed within Calaveras County, California, and the Lease shall be construed and enforced in accordance with the laws of the State of California.

j. Partial Invalidity. If any provisions of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

k. Entire Agreement: Modification: Waiver. This Lease constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment to this Lease shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

l. Counterparts. This Lease may be executed simultaneously by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

m. **Venue: Forum: Arbitration.** In the event of a dispute regarding the interpretation, performance or enforcement of this Lease, venue for the resolution of any such dispute or disputes shall be in Calaveras County, California. The parties agree that the forum for any such dispute shall be by binding arbitration pursuant to the California Code of Civil Procedure sections 1280, et seq., and not by court action, except in the case of an unlawful detainer proceeding or as otherwise allowed by California law for judicial review of arbitration proceedings. Judgment on the arbitration award may be entered in any court having jurisdiction. This provision shall not prohibit the parties from filing a judicial action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedy. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the leased Premises and/or any claim of injury or damage. In the event Lessor commences any proceedings for nonpayment of rent or any other amounts payable hereunder, Lessee shall not interpose any counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. This shall not, however, be construed as a waiver of Lessee's right to assert such claims in any separate action brought by Lessee.

Lessor's Initials \_\_\_\_\_

Lessee's Initials \_\_\_\_\_

n. Negation of Partnership. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal or agent, or of partnership, or of joint venture, of any association between the Lessor and Lessee, and neither the method of computation of rent nor any other provisions contained in this Lease nor any acts of the parties shall be deemed to create any relationship between Lessor and Lessee, other than the relationship of Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective the day and year first above written.

**LESSEE:**

Blue Mountain Electric Company, LLC  
a California limited liability company

By: Phoenix Biomass Energy, Inc.,  
a Delaware corporation, Its Managing Member

By: \_\_\_\_\_  
Gregory John Stangl, Chief Executive Officer

**LESSOR:**

Calaveras County Water District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_







**RESOLUTION NO. 2022-**

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

**REGARDING PURCHASE OF WEST POINT PARCEL APN 012-011-011**

**APPROVING A LAND SALE AGREEMENT BETWEEN CALAVERAS HEALTHY  
IMPACT PRODUCT SOLUTIONS AND CALAVERAS COUNTY WATER DISTRICT**

**WHEREAS**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT did by resolution 2013-05, approved an Agreement of Purchase and Sale with Calaveras Healthy Impact Product Solutions (CHIPS) for a portion of surplus property located within APN 012-011-011 in West Point, California.

**WHEREAS**, CHIPS purchased this property from CCWD with the intention of constructing a 3MW biomass energy facility, called Blue Mountain Electric Company Biomass (BMEC) Energy Facility.

**WHEREAS**, CHIPS sold this project to Phoenix Energy one of the most experienced developers of biomass projects in the State of California, and CHIPS has asked CCWD to buy back the property.

**NOW, THEREFORE BE IT RESOLVED**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT does hereby approve the Purchase and Sale Agreement in form and substance.

**BE IT FURTHER RESOLVED** that the CCWD General Manager is authorized to execute the Purchase and Sale Agreement and any other ancillary documents as are required to complete this land purchase.

**BE IT FURTHER RESOLVED** that all documents related to this land sale, upon execution and/ or recordation, is attached hereto and mad a part hereof.

**PASSED AND ADOPTED** this 10 of August 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Cindy Secada, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board

**RESOLUTION NO. 2022-**

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

**APPROVING A LEASE AGREEMENT BETWEEN BLUE MOUNTAIN ENERGY  
COMPANY AND CALAVERAS COUNTY WATER DISTRICT**

**WHEREAS**, the Calaveras Healthy Impact Product Solutions, Inc. (CHIPS) purchased property from CCWD with the intention of constructing a 3MW biomass energy facility, called Blue Mountain Electric Company Biomass (BMEC) Energy Facility.

**WHEREAS**, CHIPS sold this project to Phoenix Energy, one of the most experienced developers of biomass projects in the State of California, and CHIPS has asked CCWD to buy back the property

**WHEREAS**, CCWD has been supportive of the project for many years without being directly involved.

**WHEREAS**, CCWD has been supportive of the project as it is intended to reduce catastrophic wildfire risk, improve watershed health, improve regional air quality, and directly support State and local plans and goals by creating permanent infrastructure to transform forest biomass into biochar and electricity.

**WHEREAS**, BMEC and CCWD have developed a lease agreement that will facilitate project development and provides CCWD with a return on its investment in the property.

**NOW, THEREFORE BE IT RESOLVED**, the Board of Directors of the CALAVERAS COUNTY WATER DISTRICT does hereby approve the Lease Agreement in form and substance.

**BE IT FURTHER RESOLVED** that the CCWD General Manager is authorized to execute the above Lease Agreement and any other ancillary documents as are required to complete this Lease Agreement.

**BE IT FURTHER RESOLVED** that all documents related to this Lease Agreement is attached hereto and made a part hereof.

**PASSED AND ADOPTED** this 10th day of August 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

CALAVERAS COUNTY WATER DISTRICT

---

Cindy Secada, President  
Board of Directors

**ATTEST:**

---

Rebecca Hitchcock  
Clerk to the Board

# Agenda Item

DATE: August 10, 2022  
TO: Michael Minkler, General Manager  
FROM: Damon Wyckoff, Director of Operations  
RE: Report on the July 2022 Operations and Engineering Departments

---

## **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 July 2022 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: July 2022 Operations and Engineering Department Reports for Division 1 through 5*

---

# Operations and Engineering Departments Report

July 1<sup>st</sup>, 2022, through June 31<sup>st</sup>, 2022

## **Director of Operations:**

1. On-going coordination and management of multiple District Operations and Engineering projects and work efforts
2. Participated in a site visit with PG&E and District Staff to review the plan for service lateral replacements in the Poker Flat Subdivision
3. On-going work to review District policies, procedures, and ordinances to provide amendments related to Commercial Accounts.
4. Multiple work efforts associated with providing District response and Community support during the Electra Fire
5. Began a review of the 90% design plans for the Arnold WWTP's secondary clarifier project
6. Participated in a meeting onsite at the Jenny Lind Elementary School to review the Status of the Jenny Lind Elementary School Sewer Main Project
7. Continued work with ACWA's Clean Fleets working group to educate the CARB as to the difficulties associated with their zero-emission heavy duty vehicle mandate (2027)
8. Routine and On-going Management of the Operations and Engineering Departments
9. Participated in a site visit with Phoenix Energy and District Staff at the location for a BioMass Facility in West Point
10. Provided a Tour to CPUD and District Staff of the Middle Fork Raw Water Pump Station in the West Point Water System Service Area

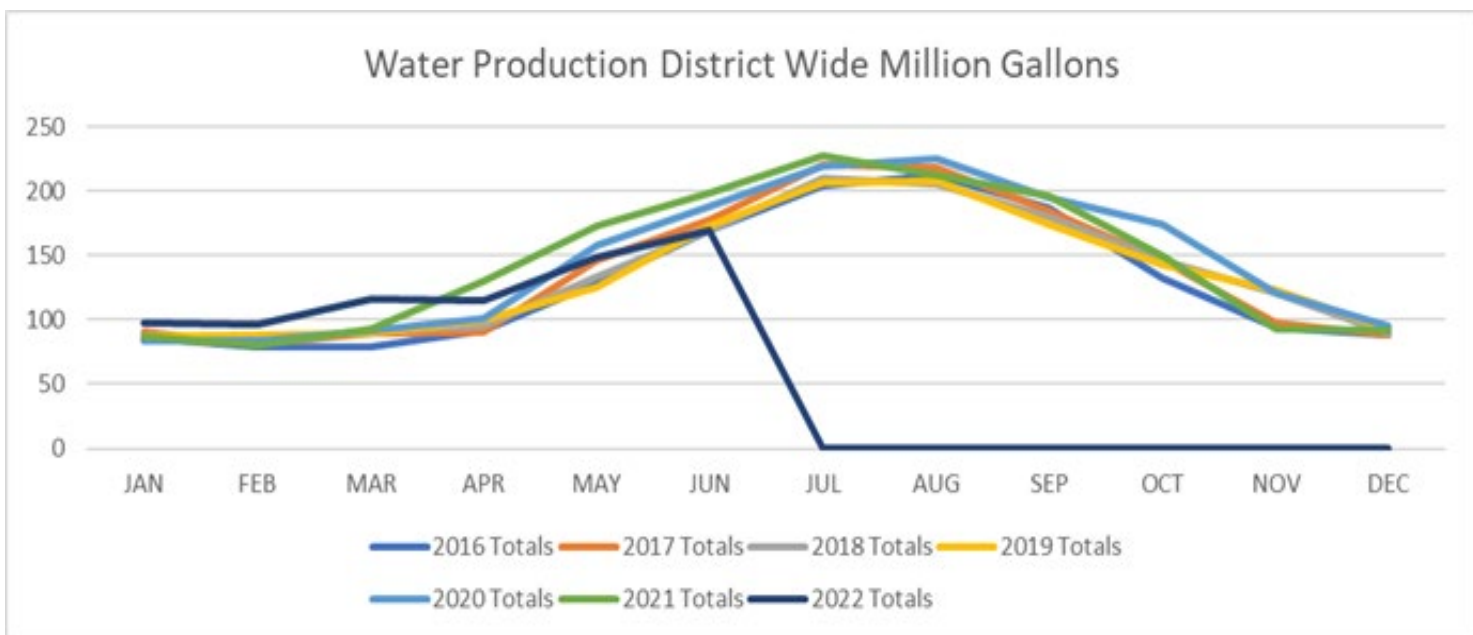
## **Administrative Technician:**

1. Maintained Field Calendar
2. Received/Tracked All USA North Line 811 Locates – Handled Associated Calls
  - a. 355 District Line Locates – 07/01 – 07/31
3. Facilitated with Employee Reimbursements & Certificate Renewals
4. Field Training Course Ordering/Registrations
5. Process Operations Purchase Order Batches
6. On Call Reminders, Transfers, Logs
7. Electronic Lab Report Filing
8. Organizing and Archiving Operations Department Documents
9. Safety Tailgate Meetings: Create, Track, & Archive
10. Attended Various Meetings
11. Permit Renewals
12. Continued Work Efforts for CERS Program
13. Continued Work Efforts for 2022 Backflow Program
14. Miscellaneous Administrative Functions

## **Plant Operations Manager:**

1. Completed the review and acceptance of the monthly and quarterly State Water Reports for the Districts Water Systems and submitted them to the State
2. Completed the monthly, quarterly, and semi-annual Wastewater Reports for all of the Districts WW Systems and submitted them to the State.

3. Working with a retired annuitant in the Engineering Department to submit the Report of Waste Discharge for Forest Meadows Reclaim Plant.
4. Working very closely with the new operator in West Point to ensure that all system needs are met.
5. Ongoing meetings with Nexgen engineering for the West Point WWTP for the discussion of the consolidation project of Wilseyville and West Point WWTP's
6. Attended weekly meetings for Ebbetts Pass tank replacement project.
7. On-going work associated with PO's and ordering supplies for different District facilities and projects
8. Continued work efforts on annual backflow testing
9. Ongoing work efforts associated with the Ebbetts Pass HAA5 violation for purposes of public notification and data collection
10. Ongoing conversations with PBI for the second filter at West Point Water Treatment Plant
11. Attended a construction meeting for the West Point second filter addition.
12. Working with Hydro Science about upgrades at Arnold WWTP
13. Ongoing work efforts working with Keller and Associates on upgrades to Copper Cove Reclaim Plant
14. On-going work efforts with the Districts CERS (California Environmental Reporting System) annual reporting
15. Updated the District's monthly conservation reports
16. Below is the water production for the month of June 2022



**Construction and Maintenance Manager:**

1. Staff meetings, Board meetings, Operations, and Customer Service meetings
2. AMI project update meetings – Read meters with the handheld for the Jenny Lind Service Area
3. Ebbett's Pass redwood tank replacement project weekly meetings
4. Field meetings related to multiple customer related issues
5. Worked with the Jenny Lind Distribution Supervisor to collect the number of valves and hydrants in the Jenny Lind and Wallace Service Areas
6. Coordination with the Construction Crew to begin the tank placement for the Vallecito WWTP Grit Chamber
7. Participated in the Tour of the Hunters WTP for CCWD Family Day
8. Onsite meeting at the Forest Meadows WWTP to coordinate the replacement of the UV Disinfection System
9. Participated in the Bi-Monthly Distribution/Collections/Customer Service Meetings
10. Continued coordination with the County to stay ahead of their road micro-surfacing effort
11. Coordinated the field crew's manual reading of paper billing
12. Met with the AMI Project Manager to develop a checklist of items for punch list completion confirmation/closeout of the AMI project



13. Participated in the on-going meetings for the A to B Transmission Pipeline project
14. Participated in a site visit and tour with the Poker Flat HOA to discuss the plans to replace the service laterals
15. On-going updates of the Construction Crews Work Schedule
16. Met with the Director of Operations and the HR Director to discuss a plan for fall safety training for all staff
17. Multiple phone calls to resolve Customer issues/concerns

### **District Engineer:**

1. Received the 90% design review plans for the Arnold WWTP Secondary Clarifier and began review
2. Continued participation in the Jenny Lind Elementary School Sewer Line Project meetings. Working with County staff to identify easement for locating sewer lift station. Participated in a meeting onsite at the Jenny Lind Elementary School to review the project's progress
3. Worked closely with the Director of Operations and the Clean Water State Revolving Fund to award the construction for improvements at the West Point WWTP and Consolidation of the Wilseyville WWTP -On-Going
4. Participated in project meetings for the Jenny Lind A-B Transmission Main Project (Design) and the West Point Redundant Filter Project (Construction)
5. Worked to review the proposed easement for the Sewer Force Main in the Gold Creek III Subdivision
6. Ongoing consideration and calculation of offsite sewer impacts from development as they apply to the Huckleberry Lift Station and potential developer funding of facilities and infrastructure.
7. Continued to design the UV improvements at the Forest Meadows WWTP. Construction to be completed in-house
8. Continued work to respond to an RFI from SRF for the potential funding of a West Point Water System Raw Water Capacity Improvement Project
9. Worked to provide information to the District's Board of Directors to award the Copper Cove Lift Station Improvement Project to Mozingo Construction

### **Purchasing Agent:**

1. Continued work with Enterprise to determine the staging and delivery of ordered District vehicles
2. Ordered Control Board for the Generator at the Admin Building
3. Ordered Safety Equipment and re-stocked the warehouse
4. On-going coordination of inventory updates with Mobile MMS
5. Ordered parts, tools, materials, and equipment for all departments.
6. Developed a Slurry Line Cost To Serve and provided to the Water Resources Department
7. Reconciled Credit Cards for Field Staff
8. Worked with Simple Solutions and Industrial Odor Control to receive GAC for odor control for District infrastructure
9. Participated in the CARB working group's discussion of the 2024/27 Zero Emission Vehicle Requirements
10. Facilitated the Credit Card Statement processing for Field Staff
11. Ordered new ARVs for the Collections Crew
12. Organized and cleaned the District warehouse
13. Participated in the Quarterly Supervisor's Meeting
14. Delivered supplies and materials and parts

### **Engineering Department**

1. Site work at the Big Trees Tank 4 and the Flume Court Tank for the Redwood Tank Replacement Project
2. Heather Tank erection complete – began filling
3. Weekly meetings with Engineering Dept
4. Huckleberry Lift Station Improvements – Electrical (A-TEEM material and construction cost estimate)
5. Awarded the Copper Cove Lift Station Improvements Project to Mozingo Construction
6. ADU Policy Update Meeting – on-going
7. AMI/AMR Meter Project (bi-weekly meetings – only must install meters 1.5 inches and larger) project cleanup and punch list item completion
8. Warehouse and Maintenance Building Project (worked to receive quotes for internal and external improvements)
9. West Point Back Up Filter Project – demolition of aged backup filter system complete
10. Assisted Operations Staff with the filling of the second clearwell at the West Point WTP

11. West Point Wilseyville WW Consolidation project kickoff meeting with KW Emerson Construction
12. Hunters Raw Water Pump Station Project (Prep of project Construction RFP), weekly meetings, assessment of cost estimates for the equipment rail system
13. Arnold WWTP Improvement Project – received the 90% design plans and are in the midst of review
14. Jenny Lind A-B Project (hydraulic model discussion on-going, topo complete, Geotech initiated)
15. Redwood Tanks Project (Weekly meetings, on-going project management, and extensive effort to refine tank delivery schedule)
16. Finish work & punch list items for Copper Valley unit 7B
17. Copper Cove Water System Improvements - preliminary design work
18. Tri Dam Lake Tulloch evaluation of water main relocation determined the effort unfeasible. Tri Dam to install a service line
19. Jenny Lind Elementary (On-going project meetings)
20. Gold Creek 3 – easement of sewer force main approved by the CCWD Board in July 2022
21. Commercial Review and Commercial Change of Use Policy Update – on-going work to prep for the next Engineering Committee and Board Meeting
22. Fire Hydrant Meter Reading/Billing
23. PUE Vacate = 1 (EP)
24. Cost to Serve = 1 (CC)
25. Customer Issues = 1 (LC Easement Encroachment)

## **Construction Inspection**

1. Worked on gathering information for multiple projects for engineering Dept.
2. Began training for new Inspector.
3. Service connection inspections Valley Springs and Copper.
4. Attended staff and project meetings for multiple projects.
5. Pre-construction meeting for West Point Clear well replacement.
6. Organized and attended project meetings.
7. Finish work and punch list at saddle creek unit 7.
8. Ebbetts Pass redwood tank replacement project inspections at Heather tank, tank 8, flume Ct and Tank #4. Worked on multiple change orders and pot holing. Put tank # 8 in service. Took Big Trees # 4 and Flume Ct tanks out of service.
9. West point filter addition site visits
10. West Point Filter addition review of RFI's And Submittals.
11. Attended District board meeting.
12. Sampling of piping to put into service.
13. Notified customers of scheduled shutdowns for projects.
14. Reviewed final payment for Sheep Ranch tank.
15. Reviewed and commented on Jenny Lind school force main project.
16. Assisted engineering staff to locate project photos.
17. Worked with multiple departments to find information.

## **Water Treatment Plants:**

### **Copper Cove Water Treatment Plant:**

1. Training new operator. (Going very well)
2. B-Tank, Redwood Tank leaking a bit after patch work from bottom of tank
3. Participated in the kickoff meeting for water system improvements with the Design Consultant

### **Hunter's (Ebbett's Pass) Water Treatment Plant:**

1. Operations as usual
2. Cleaned out Backwash Ponds

### **Jenny Lind Water Treatment Plant:**

1. Operations as usual

### **Sheep Ranch Water Treatment Plant:**

1. Operations as usual
2. Working the bugs out with the new plant controls
3. New hardware installed to give remote access to plant operations

**Wallace Lake Estates Well System:**

1. Operations as usual

**West Point Water Treatment Plant:**

1. Operations as Usual
2. Prep for the installation of a second filter

**Wastewater Treatment Plants:**

**Arnold Wastewater Treatment Plant:**

1. Operations as usual

**Copper Cove Wastewater Treatment Plant:**

1. Training new operators. (Going very well)
2. New replacement ultrasonic algae killers working very well

**Copper Cove Wastewater Reclamation Plant:**

1. Training of new operators. (Going very well)
2. Plant online for the season

**Country House Wastewater Facility:**

1. Operations as usual

**Forest Meadows Wastewater Treatment Plant:**

1. Operations as usual

**Indian Rock Vineyards Wastewater Facility:**

1. Operations as usual

**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

**West Point Wastewater Treatment Plant:**

1. Operations as usual

**Wilseyville Wastewater Facility:**

1. Operations as usual

## **Distribution:**

### **Copperopolis Distribution System:**

#### **SERVICE LINE WORK**

1. Thomson Ln
2. Bret Hart
3. Bret Harte
4. Sunrise
5. Sunrise
6. Little John
7. Mother Shipton
8. Sunrise
9. Sunrise
10. Lift Station 2 Sandy Bar
11. 836 Foothill
12. Beaver Rd
13. Sunrise

#### **MAIN LINE WORK**

1. None during this time

#### **Additional Work**

2. Flushed 26,660 gals.
3. 7 Valves Turned
4. Assisted Keystone in locating meters for replacement and provided manual meter reads to the Customer Service Department
5. Completed maintenance on the PRV on Lakeshore-cleaned the vault, checked the gauges, and exercised all valves

### **Ebbett's Pass Distribution System:**

#### **SERVICE LINE WORK**

1. 1' Gold Hill Cir.
2. 1" Rancho Paradiso
3. 1" Pawnee
4. 1" Mokelumne East
5. 1"Evergreen
6. 1" Pine Dr.
7. (2) 1" Larkspur
8. Forest Meadows WWTP Headworks

#### **MAIN LINE WORK**

1. 2" Forest Meadows WWTP

#### **Additional Work**

1. USA's – 163
2. Service Requests – 16
3. Uni-Directional flushing at 69 fire hydrants
4. Provided Distribution System Assistance to the Redwood Tank Replacement Project and AMI Project-Began Filling the Heather Tank in Forest Meadows
5. Installed 2" PRV at the Forest Meadows WWTP

### **Jenny Lind Distribution System:**

#### **SERVICE LINE WORK**

1. Hautly
2. Hautly
3. Stinson View
4. Dunn
5. Hartvickson
6. Priscilla Ct
7. Crotty

8. Baldwin
9. Baldwin
10. Rice Ct – Pulled 20' of new poly tube
11. Hwy 26
12. Hartvickson x2
13. Conner
14. Pardini
15. Hironymous
16. WestHill
17. Pardini
18. Sparrowk
19. Goggin
20. Hedgpeth
21. Hartvickson
22. McAtee
23. Stabulis
24. Bartelink
25. Baldwin
26. Lazer Ct
27. Driver
28. Baldwin
29. Hedgpeth
30. Hedgpeth
31. Hedgpeth
32. Redman
33. Owens
34. North Branch Ct
35. Milton
36. Milton
37. Milton

**MAIN LINE WORK**

1. 2" on Clair Ct.

**CURB STOP REPLACEMENTS TO FACILITATE AMI PROJECT METER REPLACEMENTS**

1. 8563 Hautly
2. 6991 Connor
3. 8563 Siegel
4. 8565 Stinson View
5. 8023 Baldwin
6. 2065 Grouse
7. 2278 Grouse
8. 185 St. Andrews
9. 4834 Bane

**ADDITIONAL WORK**

1. Vehicle Inspections
2. Month end reads for hydrant meters, Lancha Plana and raw water
3. Tank and pump station checks
4. Line locates
5. Repair of Pilot System on PRV off Usher
6. Work orders for meter installs, leak checks, pressure problems, change of occupancies etc.
7. Multiple leak repairs on curb stops, meter sets and meter gaskets following behind and cleaning up after AMI crew meter installations
8. Multiple cost to serves completed for moving service connections and for new services

**West Point Distribution System:**

**SERVICE LINE WORK**

1. June Avenue
2. West Point / Pioneer
3. Iris Way
4. Barney Way

**MAIN LINE WORK**

1. None

**ADDITIONAL WORK**

2. Month end Lancha Plana reads
3. Line locates
4. Patched two holes in a concrete driveway from a previous leak repair on Charles Street
5. AMI cannot complete repairs at – 54 Bald Mountain Road and 476 Winton Road

## Construction

1. Assisted in leak repair with the Ebbetts Pass, Copper Cove, and Jenny Lind Distribution Crews
2. Hauled Rock to all yards as needed
3. Completed the construction of a drying basin at the Arnold WWTP
4. Assisted the Ebbett's Pass Distribution Crew with Flushing of the system
5. Cleaned the Vallecito Yard of trash, debris, and scrap
6. Assisted UWPA in the installation of a water flow meter on the Slurry Line
7. Installed and tested the new grit removal tank at Vallecito
8. Equipment Maintenance
9. Site preparation for the replacement of the UV System at the Forest Meadows WWTP
10. Cleaned up/Organized yard in Vallecito

## Electrical:

1. Used remote SCADA access to fix 6-mile lift station overflow tank level problem
2. Troubleshoot and repaired generator failure at Big Trees #2 tank site, generator originally set up for natural gas by the contractor, switched to LP, which fixed a long-standing problem
3. Troubleshoot and repaired Big Trees #1 tank level problem, tested over remote SCADA, correct level now
4. Troubleshoot and repaired alarm callouts at Sheep Ranch WTP
5. Troubleshoot and repaired grinder pump at Arnold lift station #3, pulled pump with mechanical staff, pump clear, problem is generator size
6. Ran electrical for 2 new offices added within the main office at Toma Court
7. Worked with Eaton changing the I/O charging board for the ozone generator UPS at Jenny Lind WTP
8. Disconnected electrical from pump #2 at Connors Main lift station to be sent back to the rebuild shop
9. Performed insulation test on grinder pump at Arnold lift station #3 after failure
10. Used remote SCADA access to check on radio communication status after a widespread communication failure in the Copper Cove service area
11. Used remote SCADA access to check alarm history at Forest Meadows WWTP after missed calls from the SCADA system
12. Performed multiple USA electrical system locates in the Copper Cove service area
13. Reprogrammed the PLC at West Point WTP, plant now must be running to call out on a turbidity high alarm
14. Troubleshoot and repaired PLC not communicating with PLC at Forest Meadows WWTP, cycled power to PLC and ethernet switch, now communicating again
15. Switched SCADA phone lines back to modems at Arnold WWTP after phone company repaired lines
16. Troubleshoot and repaired PLC not communicating with PLC at Forest Meadows WWTP, replaced failed Quantum PLC power supply
17. Troubleshoot and repaired indoor lighting in the West Point WWTP control room, problem was a loose connection
18. Replaced/programmed automatic transfer switch at the main office with a new unit before the office opened, old unit had failed completely
19. Troubleshoot and repaired AP1 radio at Copper Cove C-Tank, removed power injector and enabled 24 volt POE at the switch

20. Troubleshoot and repaired high speed radio at Copper Cove C-Tank that relays all data to the Copper Cove WTP, radio had lost its configuration program
21. Troubleshoot exhaust fan at Larkspur pump station, motor is bad
22. Wired up effluent pump #1 at Hunters WTP, tested rotation and operation
23. Unwired effluent pump #3 at Hunters WTP so the mechanical staff could pull it and send it in for warranty work
24. Troubleshoot and repaired leaking Asco valve on zinc line at Jenny Lind WTP
25. Troubleshoot Woodgate lift station #1 and #2 pump failure alarms, alarms coincided with PG&E power outages, pumps were called to run with power out and no standby generators are installed at these sites resulting in failure alarms
26. Changed high speed radio architecture in the Copper Cove service area, polling radio now on Copper Cove WTP
27. Used the new bucket truck to add a tripod mounting system for the Ubiquiti radio located on the Copper Cove reclaim plant
28. Relocated high speed radio dish antenna on the Copper Cove C-Tank site radio mast to prevent signal saturation
29. Troubleshoot and repaired Copper Cove reclaim pump #1 soft start fault after failure, reset, tested, runs well and pulls proper amps
30. Used e-Catcher program to fix VWWTP M2Web remote access menu
31. Replaced failed Asco valve at the JLWTP streaming current monitor
32. Replaced failed hour meter for backwash pump #1 at CCWTP effluent building
33. Reprogrammed automatic transfer switch at Huckleberry lift station to exercise unloaded weekly to prevent erroneous VFD alarms
34. Poured/finished concrete for a new standby generator pad and landing at the D-Tank generator in Valley Springs
35. Eliminated the seal fail alarm for pump #1 at the Woodgate lift station per the collections crew, restoring function of the pump
36. Set new standby generator on new concrete pad at D-Tank in valley springs with a crane truck and the mechanical staff
37. Attended weekly construction meetings for numerous infrastructure improvement projects districtwide
38. Troubleshoot and repaired PLC communication problem at FMWWTP, lost communication to all sewer lift stations, PLC was not in run mode
39. Replaced failed lightning arrestor and network cable at FMWWTP
40. Troubleshoot and repaired DAF PLC communications failure at FMWWTP, network cable was loose in the Ethernet switch
41. Troubleshoot and repaired generator running all day at Big Trees 4&5 tank, PG&E supplying 90 volts instead of 240 volts, called it in to PG&E who dispatched repair personnel
42. Troubleshoot and repaired Huckleberry lift station control system, replaced all floats, replaced failed start contactor for pump #2
43. Replaced failed panel indicator lamps at Wallace WTP with new LED lamps
44. Wired in new air compressor pressure switch at Wallace WTP after old unit failed
45. Troubleshoot and repaired pump not running at Sequoia Woods lift station
46. Troubleshoot solar battery charging system for the TV van, charge controller is bad
47. Updated and loaded software onto new SCADA computer for Sheep Ranch WTP

## **Collections:**

1. Monthly SSO reporting
2. Weekly lift station checks performed
3. Monthly dry can inspections completed
4. Vehicle inspections completed for the month
5. Quarterly confined space entry gas detectors - calibrated
6. Worked through power outage issues in Arnold and generator issues at Lift Station 3 and Avery LS due to bad frequency and over crank problems with them.
7. Worked on pump issue at Lift Station 3 due to bad voltage regulator
8. Pumped and cleaned lift station 3
9. Pulled pump 2 at Connor's Main and cleaned its check valve
10. Took Connor's main pump 2 to Pac machine

11. Worked on USA's in La Contenta and met with home owner on Oak Ridge Ct. about pool location
12. Pumped back wash ponds at Jenny Lind WTP
13. Checked grease traps in Arnold
14. Called to address off Hwy 4 - lateral issue. Line was backed up with paper products
15. Called to address off O'Byrne ferry road for loose manhole. Call was from code compliance. CCWD has no facilities at this address
16. Checked grease traps in La Contenta and West Point
17. Pumped and cleaned lift station in West Point
18. Pulled pumps at Woodgate LS 1 and de ragged them
19. Pumped and cleaned lift station 2 and Cedar Ridge number 1 in Arnold
20. Helped construction crew move equipment from the slurry line
21. Pumped and cleaned back wash pond at Hunters WTP
22. Called to high level at LS 3 in Arnold due to power outage issues
23. Pumped and cleaned lift station 7 in Copper (quarterly maintenance)
24. Repaired main line on Linebaugh In Arnold line was damaged from core sample machine
25. Called to lift station 8 – Copper - pumps 2 failure. Soft start had tripped out. Notified Electrical and it was reset
26. Called to Woodgate 1 Lift Station - pump one failure. Pump has a seal failure light on – Notified Mechanics
27. Repaired lateral at address off Hwy 4.
28. Helped the Ebbett's Pass Distribution Crew with water leaks
29. Helped the Jenny Lind Distribution Crew with water leaks
30. Helped the Senior Water Treatment Plant Operator Find end of culvert at tank in Sheep Ranch
31. Moved lateral location at address off Stage Stop due to new PG&E transformer installation
32. Remarked USA's in La Contenta for Comcast coming behind PG&E replacement
33. Potholed for service at address off Sanguinetti
34. USA 'd lift stations 6,8,15&18 for replacement project
35. Called to address off Main Street in West Point septic tank issue. Effluent line was plugged cleared blockage.
36. Helped Jeremy's crew with leaks
37. Called out to 191 water wheel septic tank alarm. Float tree fell off and caused floats to get stuck. Pump system could use an update. Will schedule for next week

## **Mechanical:**

1. Monthly generator checks
2. Fuel West Point generators due to power outage caused by Electra fire
3. Veh 746(2020 Kenworth) hub seal replacement.
4. Install new hydraulic reel motor on V135(2013 VacCon), replace canaflex and troubleshoot electrical issue.
5. Wire V721(2018 Dodge 3500) fuel transfer switch to factory upfitter switches.
6. Troubleshoot and repair B04 bad FNR lever, drive to Stockton Holt to get parts.
7. Replace bad air governor on V126(2004 VacCon), find and repair air leaks.
8. Troubleshoot V722(2018 Peterbilt Pumper) derate. Found DEF codes. Order and replace failed DEF Header.
9. Rebuild Avery Tank Cla-val from standard to power check.
10. Drive to Pape machinery for backup generator parts.
11. Set D tank generator with service truck crane and Craig.
12. Fueled JLWTP fuel vault
13. TIG welded bung to waste oil tank.
14. Pulled pumps 1&2 at Arnold L/S 3 for low flow. disassemble, inspect, clean, and reassemble.
15. Generator checks.
16. Replace bad Photo board on L/S 3 Generator.

## **Underground:**

1. Potholed, dug, replaced, and paved the following services -



2. 5140 Hwy 4 Hathaway Pines
3. 5210 Hwy 4
4. 3300 Gold Hill Cr Arnold
5. 3248 Gold Hill Cr
6. 1231 Linebaugh Rd Arnold
7. 1145 Linebaugh Rd
8. 1149 Linebaugh Rd
9. 625 Sunrise Poker flat
10. 611 Sunrise
11. Sheep Ranch fire house
12. 702 Larkspur Forest Meadows
13. 680 Larkspur

**Prepared By: Damon Wyckoff, Director of Operations**