

ENGINEERING COMMITTEE

AGENDA

Committee Meeting:
Tuesday, December 4, 2018
2:00 PM (Board Room)

Calaveras County Water District
120 Toma Court / P.O. Box 846
San Andreas, California 95249

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

ORDER OF BUSINESS

CALL TO ORDER / PLEDGE OF ALLEGIANCE

1. **PUBLIC COMMENT**

At this time, members of the public may address the Committee on any non-agendized items. The public is encouraged to work through staff to place items on the agenda for consideration by the Committee. Comments are limited to three (3) minutes per person.

2.* **APPROVAL OF MINUTES**

- Date of Prior Minutes – October 2, 2018

3.* **NEW BUSINESS**

3a Discussion of Wholesale Water Service Agreement with Snowshoe Springs Mutual Water Company (Charles Palmer, District Engineer / Robert Creamer, Engineering Analyst)

3b Discussion of Memorandum of Understanding with Calaveras Unified School District for Proposed Sewer Service to Jenny Lind Elementary School (Charles Palmer, District Engineering / Robert Creamer, Engineering Analyst)

3c Discussion of Meter Sizing for Residential Fire Sprinkler Systems, (Charles Palmer, District Engineer)

4. **OLD BUSINESS**

Nothing to report

5. **FUTURE AGENDA ITEMS**

6. **NEXT COMMITTEE MEETING**

Tentative, Tuesday, January 8, 2019 at 2:00 p.m.

7. **ADJOURNMENT**

*Paperwork included in package

**CCWD ENGINEERING COMMITTEE
CALAVERAS COUNTY WATER DISTRICT
October 2, 2018**

The Engineering Committee of CALAVERAS COUNTY WATER DISTRICT met at the CCWD Offices in San Andreas, California, at approximately 2:20 p.m.

The following Directors/Committee Members were present:

Jeff Davidson
Russ Thomas

Also present:

Dave Eggerton
Charles Palmer
Rebecca Hitchcock
Oliver Tarap
Jesse Hampton
Robbie Creamer
Stacey Lollar
Joel Metzger
Peter Martin
Vickey Mills
Jeffrey Meyer

General Manager
District Engineer
Clerk to the Board
Control/Communications Sr Supervisor
Plant Operations Manager
Engineering Analyst
Director of HR and Customer Service
Mgr. External Affairs, Conversation & Grants
Water Resources Manager

Director of Administrative Services

1. PUBLIC COMMENT:

Ms. Mills commented on the water intake at Lake Tulloch. Concerns were addressed on the cost of the chemicals that are currently being used to treat the water due to the current water levels. Requested to know the actual dollar amount that is being spent on chemicals and what is the status of the plan to get both upper and lower intakes operating to reduce the amount of chemicals being used.

2. APPROVAL OF MINUTES:

The August 7, 2018 Minutes were approved as presented by a motion from Director Thomas, and seconded by Director Davidson.

3. NEW BUSINESS:

The order of presentation was reversed.

- 3b. Discussion Regarding an Exception to District Policy Regarding Termination of Services for Unbuildable Parcel in Arnold (Robert Creamer, Engineering Analyst / Stacey Lollar, Director of HR and Customer Service)

Ms. Lollar provided a brief overview of the property located at 1141 Sequoia Street, Arnold, with two sewer connections. Property is zoned commercial with a single-family residence only on the property. Per the county, the owner cannot add an additional single-family residence, can only add a commercial building. The two properties are considered as one parcel per county ruling. CCWD bills as two properties. Discussion followed. The termination will be taken into consideration as long as the landowner understands if they add a commercial business in the future, they will be held accountable for paying capacity fees. Ms. Lollar stated the customer is aware of this condition. Director Thomas made a motion to take to the Board for a final ruling, Director Davidson seconded the motion.

Director Thomas made an additional comment to review a possible new standard for fire that requires a 30' setback for fire protection. He asked that the engineering department continue to follow up on this issue to stay ahead of it due to the fact that this could create many unbuildable lots that may in the future also request termination of services.

3a Presentation / Discussion of Electrical Aspects of the District's Operations and Current Facility Issues (Jesse Hampton, Interim Director of Operations / Oliver Tarap, Controls/Communication Senior Supervisor)

Mr. Hampton provided a brief summary of the objective of Operations participation in the Engineering Committee meetings as an opportunity to provide operational standpoints, updates and requirements of the field staff to the Board members. He introduced Mr. Tarap as the presenter.

Mr. Tarap presented a slideshow presentation on the overall electrical components that make up the CCWD water/wastewater system. The presentation provided operational budget comparisons with cutback savings, asset management, maintenance needs and staffing levels. Topics of discussion included; Water Treatment Facilities, Distribution Systems, Pressure Systems, Wastewater Treatment Facilities and Asset Management.

Mr. Tarap provided a detailed breakdown of what makes up the CCWD Water and Wastewater Facilities and what is required for each location to communicate with the others. The Water Treatment Facilities consist of SCADA Monitoring System, Trident Filters, Blowers and Compressors, Chemical Injection and Large Pumps. The Distribution Systems consist of SCADA Systems, Storage Tanks, Pumps and Flowmeters, Control Systems and Standby Generators. The Pressure Systems consist of Pressure and Fire Pumps, Pressure Tanks and Compressors, Flowmeters and Standby Generators. The Distribution Systems consist of Tanks, Booster Pump Stations, Pressure Systems, Remote Control Valves and miles of pipe. The Wastewater Treatment Facilities consist of Treatment Facilities, Septic Tank Effluent Facilities (648 septic customers), septic systems and solids removal.

Asset Management is the key to properly functioning water & wastewater facilities. This includes a sewer system management plan that requires annual inspections both documented and stored. All systems have a continuous monitoring system using telephone & numeric paging, alarms and historical trending, radios, PLC, towers, antennas, GPS, flowmeter calibration and generator maintenance.

Key System Improvements include: Hunters Dam Pumps, Lake Tulloch Pumps and improving Remote SCADA Access.

4. OLD BUSINESS:
There was nothing to report.

5. FUTURE AGENDA ITEMS:

Director Davidson inquired about the calculating of commercial and multi-family capacity fees. Master Plans/Cost to Service calculations are based on these rates. Would like to see a presentation explaining the calculation of these fees.

6. NEXT MEETING

Tentative, Tuesday, November 6, 2018 @ 2:00 p.m.
Tentative, Tuesday, December 4, 2018 @ 2:00 p.m.

7. ADJOURNMENT

There being no further business, the meeting adjourned at approximately 3:33 p.m.

Respectfully submitted,

Alesia Danner
Administrative Technician

Agenda Item

DATE: December 4, 2018

TO: Engineering Committee
Jeff Meyer, Interim General Manager

FROM: Charles Palmer, District Engineer
Robert Creamer, Engineering Analyst

SUBJECT: Wholesale Water Service Agreement with Snowshoe Springs
Mutual Water Company

SUMMARY:

Under permit by the California State Division of Drinking Water, the Calaveras County Water District (CCWD) provides wholesale and retail water service to communities along the Highway 4 corridor in the Ebbetts Pass area including the Snowshoe Springs Association (SSA) near Arnold, CA. SSA purchases treated water from CCWD and provides retail water service to the residents within SSA. SSA is currently purchasing water from CCWD since November 25, 1991 by agreement (CCWD Board Resolution 91-127) at standard rates through a 2" master meter. Early in 2018, SSA approached CCWD for discussions regarding updating their current water distribution system, including replacing water mains, adding fire hydrants, and increasing to a new 6-inch master meter connection. However, SSA wishes to continue to maintain ownership of its distribution system and still operate as an independent, non-profit, mutual benefit water company as currently permitted by the State. The attached agreement for CCWD to provide water to SSA is the result of several meetings and negotiations and is brought before this Board for questions and comments prior to presentation to the full Board of Directors on December 12, 2018 to request authorization to approve and execute this agreement. SSA already has been fully authorized by its Board to execute the agreement in its current form.

FINANCIAL CONSIDERATIONS:

SSA capacity fees and bi-monthly rates are outlined in the attached agreement. Said capacity fees would be used for capital improvements within the Ebbetts Pass system.

Attachments: Proposed Agreement between CCWD and SSA for Wholesale Treated Water Service

**AGREEMENT BETWEEN
CALAVERAS COUNTY WATER DISTRICT AND
SNOWSHOE SPRINGS ASSOCIATION
FOR WHOLESALE TREATED WATER SERVICE**

This Agreement is made effective as of December ____, 2018, by and between the SNOWSHOE SPRINGS ASSOCIATION (“SSA”), a California non-profit mutual benefit corporation and homeowners association organized pursuant to California law, and the CALAVERAS COUNTY WATER DISTRICT (“CCWD”), a California special district organized pursuant to the County Water District Law (Water Code §§ 30000 et seq.). CCWD and SSA are collectively referred to as the “parties” of this Agreement.

RECITALS

WHEREAS under permit by the California State Division of Drinking Water, CCWD owns and operates the Ebbetts Pass Water System and supplies wholesale and retail treated water to SSA and other communities along the State Route 4 highway corridor in Calaveras County, CA; and

WHEREAS under the terms of a prior agreement dated November 25, 1991, SSA has purchased bulk treated water from CCWD via an existing 2-inch master meter, and SSA operates a non-profit mutual benefit water distribution company and has ownership of the water distribution system and redwood storage tanks downstream of this 2-inch meter which exclusively serves its members in the Snowshoe Springs Association , and

WHEREAS the existing distribution system and storage tanks owned and operated by SSA are in poor condition and have reached the end of their useful life, and SSA will be replacing its entire water system to meet current waterworks standards and adding fire hydrants, except SSA will be eliminating the redwood water storage tanks from its system; and

WHEREAS SSA desires to self-finance, retain ownership and have final responsibility for the subject new distribution system serving SSA customers and continue to be an independent non-profit mutual benefit water distribution company permitted by the State’s Division of Drinking Water, but also wishes to enter into a new agreement for CCWD – for payment of specific capacity fees and facility costs agreed herein and subject to CCWD standard rates for water service – to provide bulk water supply via a new 6-inch master meter for continued domestic uses and additionally to provide water storage and supply water flow to fire hydrants throughout the SSA’s water system; and

AGREEMENT

IT IS THEREFORE MUTUALLY AGREED by and between SSA and CCWD as follows:

- 1) Any and all previous agreements between SSA and CCWD will become null and void in their entirety and superseded without exception upon acceptance and implementation of this Agreement, which is to occur within the first 36-months from the date of this Agreement.

- 2) Upon approval/adoption of this Agreement by the SSA Board and CCWD Board, along with such attachments deemed necessary by both parties, it shall be signed and then recorded by CCWD at the Calaveras County Recorder's office and certified copies issued to the parties.
- 3) SSA shall increase the size of their connection from existing 2-inch meter to a new 6-inch meter to provide water for domestic use (serving 294 developed residential units and 68 empty lots) and to accommodate the increased water main sizes and fire hydrants within SSA's new distribution system. This meter shall serve all lots within the Snowshoe Springs Subdivision Units 1 to 6A as currently defined by Calaveras County Subdivision Records, plus three (3) current special members outside of Snowshoe Springs Subdivision Units 1 to 6A that were grandfathered into the system since 1989. SSA shall not contract to supply water to any third party or serve any properties, lots or customers outside the limits and boundaries of the Snowshoe Springs subdivision, as shown on Exhibit 1(members), except as noted above.
- 4) The current capacity fee for a 6-inch meter (50 equivalents) is \$384,550.00. Subtracting \$61,528.00 (8 equivalents) for SSA's existing 2-inch meter, SSA's total connection fee is \$323,022.00 (42 equivalents) to receive a 6-inch meter. SSA shall make an initial payment of \$123,022.00 on or before September 30, 2019 and the remaining balance of \$200,000 is due prior to the installation of the new 6-inch meter. The meter shall be installed upon the completion of the improvements outlined in paragraph 5 below those improvements shall be completed within 36-months from the date of this Agreement. Fees paid by SSA shall be considered capacity fees and treated as such pursuant to CCWD's current policy at the time of payment.
- 5) SSA, by its own funding sources and at its own cost, shall replace its water distribution system within the Snowshoe Spring subdivision to bring the system into compliance with current State waterworks standards and CCWD design and construction standards. The design, construction management and inspection of the new system shall be performed under the direction of a licensed civil engineer. SSA shall allow CCWD access to review the design, materials of construction and installation of SSA's new system and opportunity to provide comments and guidance in regard to conformance with CCWD standards. Also, SSA shall be responsible for construction of the new 6-inch master metering facilities and any water main extension, if needed, to connect to CCWD's system on Shoshone Drive. Notwithstanding the fact that CCWD will review the design, CCWD, however, will have no responsibility, liability or obligation for the design, construction or operation of the SSA distribution system, or system upgrade.
- 6) SSA shall continue to own, operate, and maintain its water distribution system as a non-profit mutual benefit water company under permit by the State Division of Drinking Water. SSA's responsibility shall start at the new 6-inch master meter and continue downstream of the master meter including all water mains, fire hydrants, valves and all other components of its entire water distribution system within the Snowshoe Springs subdivision. SSA shall assure each parcel is individually metered, read meters and bill its own customers for water usage and, that during severe drought, customers conserve water in accordance with State mandates. CCWD has no obligation to service, operate,

maintain or make improvements to SSA's water system downstream of the master meter. SSA will be responsible for all actions for the operation, maintenance, repair and replacement of all SSA facilities in good working order and any facilities improvements, as necessary or useful for SSA to perform all water delivery and other obligations under this Agreement. SSA acknowledges that it is required to comply with all of CCWD's policies and procedures relating to water service customers, including, but not limited to, the requirements applicable to timely paying the bi-monthly water charges.

- 7) CCWD owns, operates and maintains all off-site treatment, pumping, transmission and storage facilities outside of SSA's system up to and including the new 6-inch master meter, and will continue to maintain ownership, possession and access to all CCWD water service facilities. All treated water delivered to the 6-inch master meter will meet applicable government water quality standards for treated water for domestic use in accordance with CCWD's operating permit for the Ebbetts Pass Water System issued by the State's Division of Drinking Water. SSA is responsible for the water quality once the water has passed through the 6 inch master meter.
- 8) SSA bi-monthly charges will include a base charge for a 6-inch meter (50 equivalents) plus tiered rates for water usage in cubic feet (cf). SSA shall be required to pay standard residential water rates as periodically adjusted by CCWD through general rate adoption procedures and Prop.218 proceedings. Attached EXHIBIT 2 provides current bi-monthly base rate charges (Table 1), tiered consumptive rate changes (Table 2), and water shortage rate charges (Table 3) for the period of July 16, 2018 through July 15, 2023. SSA will continue to pay CCWD under the parties current agreement until installation of the 6-inch master meter, at which time the above charges are applicable.
- 9) CCWD cannot guarantee against interruption or disruption of water supply, nor can it guarantee a specific water pressure, or that it will be able to continually provide the amount of water under this Agreement in all circumstances. CCWD shall have, in its sole discretion, the right to proportionally reduce or temporarily curtail the amount of water available to SSA as necessary to maintain supply to equally and equitably serve SSA as well as CCWD's other customers, or in the event that extraordinary maintenance or repairs are required, or if there is a mechanical failure of facilities or inadequate water quality, or supply, due to causes beyond the CCWD's reasonable control, and occurring without CCWD's fault or gross negligence.
- 10) SSA acknowledges that nothing in this Agreement requires or guarantees that CCWD will provide water service to the SSA's customers. Should the SSA want CCWD to provide direct service to its customers that will be the subject of a further agreement and would require payment of additional fees and costs, to be determined at the time per CCWD's normal fee schedule at the time service is requested.
- 11) This Agreement only contemplates the sale of water by CCWD to SSA; this Agreement does not contemplate the sale of any water rights currently held by CCWD to SSA. No sale of water pursuant to this Agreement shall confer any appropriative, groundwater, public trust or other right to water on SSA, or any other person or entity, directly or indirectly. Nothing in this Agreement shall act as a forfeiture, diminution or impairment

of any rights of CCWD after the expiration of the Agreement, and shall in no way prejudice any of CCWD's rights. The Parties agree that no sale of water under this Agreement, nor the Agreement itself, is evidence of the availability of surplus water beyond the term of the Agreement, nor any evidence of lack of beneficial use of the water involved in the sale, and they shall not contend otherwise. The only rights granted to the Parties as a result of this Agreement are those expressly set forth herein.

- 12) SSA shall indemnify, defend and hold harmless CCWD, its elected or appointed officials, employees, agents and authorized representatives from any and all losses, injuries, liability, damages, claims, costs and expenses (including attorneys' fees and court costs), arising out of or resulting from (i) any breach of this Agreement by SSA; (ii) the willful misconduct or negligent acts of SSA in connection with the performance of this Agreement; or (iii) any claims arising out of or relating to SSA's delivery of water, or design and maintenance of the water system on SSA's side of the 6-inch master meter. SSA's indemnity obligations under this Section shall survive termination of this Agreement.
- 13) This Agreement is subject to following additional provisions:
 - a. This Agreement represents the sole and entire agreement with respect to the subject matter, which supersedes any prior written or oral agreements or communications and may only be amended by the mutual, written consent of CCWD and SSA. Notwithstanding this Section the parties shall continue to operate under the November 25, 1991 agreement until SSA's system is connected to CCWD via the new 6-inch meter.
 - b. Neither party may assign this Agreement without the other party's prior written consent. A party's entering into contracts with subcontractors is not considered an assignment.
 - c. If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.
 - d. This Agreement binds and inures to the benefit of the parties and their respective successors and (where permitted) assignees.
 - e. If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.
 - f. The parties acknowledge that each party has reviewed, negotiated, and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.
 - g. Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

- h. In the event of a dispute or controversy between the parties arising out of this Agreement, the respective staff of each party will hold an informal meeting or meetings to attempt to resolve the dispute or controversy.
- i. If staff is unable to resolve the matter informally, each party will designate an executive with the required authority to resolve the dispute or controversy. The executives of each party will meet and confer in good faith to attempt to resolve the dispute or controversy and will continue to meet until one party or both parties reasonably determines the parties to be at an impasse. The meeting of the executives is a prerequisite to further mediation or litigation on any dispute or controversy between the parties.
- j. If the matter is not resolved by meeting(s) of the executives, the Parties will proceed to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties will share the cost of the mediator equally, but will bear their own costs and attorneys fees for mediation.
- k. Should the Parties fail to reach a negotiated resolution of the disputed matter, either Party may bring an action in Calaveras County Superior Court. If the Party bringing the action has failed or refused to comply with the alternative dispute resolution mechanisms set forth in 17.1--17.3, the Party defending against the action can bring an action to stay the litigation to allow for the parties to go through the dispute resolution mechanisms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written as follows:

Dated: _____, 2018

SNOWSHOE SPRING ASSOCIATION

A California Non-Profit Mutual Benefit Corporation and Homeowners Association Organized Pursuant to California Law

By: _____
Richard Mates, President

Dated: _____, 2018

CALAVERAS COUNTY WATER DISTRICT

By: _____
, General Manager

Agenda Item

DATE: December 4, 2018

TO: Engineering Committee
Jeff Meyer, Interim General Manager

FROM: Charles Palmer, District Engineer
Robert Creamer, Engineering Analyst

SUBJECT: Discussion of Memorandum of Understanding with Calaveras Unified School District for Proposed Sewer Service to Jenny Lind Elementary School

SUMMARY:

The Calaveras Unified School District (CUSD) obtained a State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF) Planning Grant (CWSRF Project No. C-06-8378-110) to evaluate an alternative wastewater system at the Jenny Lind Elementary School (JLES) south along Hwy 26. JLES is not currently served by public wastewater collection/treatment facilities. An analysis, prepared by Weber Ghio and Associates and KASL Consulting Engineers earlier this year suggests that JLES could be connected to CCWD's La Contenta Wastewater Treatment Plant (LCWWTP) via a new force main connected to existing sewer infrastructure.

The CUSD is applying for a CWSRF construction grant to complete this regionalization project and desires to have a Memorandum of Understanding (MOU) with CCWD establishing the terms, conditions and cost of the wastewater service for JLES. The attached MOU is the result of negotiations by Staff with CUSD Representatives and is brought before this Committee for questions and comments prior to presentation to the full Board of Directors for authorization to execute MOU, which is schedule for December 12, 2018. Also, this item will be brought to the CUSD Board on December 11, 2018 for approval and authorization. This MOU would be implemented only if CUSD is successful in securing a CWSRF construction grant.

FINANCIAL CONSIDERATIONS:

None at this time. Proposed capacity fees and bi-monthly rates are outlined in the MOU.

Attachments: Attachment A – Proposed MOU
Attachment B – Proposed new Force Main Alignment

**MEMORANDUM OF UNDERSTANDING BETWEEN
CALAVERAS UNIFIED SCHOOL DISTRICT
AND
CALAVERAS COUNTY WATER DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this 13th day of December, 2018 (“Effective Date”), by and between the Calaveras Unified School District (hereinafter “CUSD”), a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California, and the Calaveras County Water District (hereinafter “CCWD”), a California water district duly organized and existing under Part 2 of Division 13 of the California Water Code (either of which is individually a “Party,” and which are collectively “the Parties”).

WHEREAS, CUSD owns and operates a private wastewater treatment facility on its Jenny Lind Elementary School property (hereinafter the “JLE Facility”), which meets the CUSD’s wastewater treatment and disposal requirements from the Regional Water Quality Control Board (RWQCB); and

WHEREAS, the JLE Facility has reached the end of its useful life and requires significant retrofit in order to continue reliable wastewater treatment as required by the RWQCB; and

WHEREAS, CUSD is eligible to receive a grant from the State Revolving Fund (hereinafter “SRF”) for 100% of the costs of all planning and construction to either retrofit the JLE Facility or to Regionalize with another publicly owned wastewater plant in the area (to an \$8 million maximum); and

WHEREAS, after careful study of these two alternatives, and in close collaboration with CCWD, the CUSD’s preferred approach is to regionalize with the CCWD by way of new lift stations and a new pipeline to the existing CCWD wastewater plant (hereinafter the “Project”), and ultimately removing the JLE Facility from active service; and

WHEREAS, the JLE Facility is estimated to require a maximum month average daily flow of 5,400-gpd or 36 equivalent single family units (esfu’s) which CCWD requires a one-time payment by CUSD of capacity fees in the amount of \$700,056 (36 esfu x \$19,446/esfu) to the La Contenta system to be made in order for the Project to proceed; and

WHEREAS, the Parties contemplate that, upon completion of the Project, the CUSD would transfer the ownership of the newly constructed lift stations and pipelines to the CCWD, and CCWD would undertake all compliance and operational responsibilities attendant to the JLE Facility; and

WHEREAS, the Parties wish to collaborate in the Project in accordance with the terms and conditions set forth in this MOU.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The recitals and exhibits attached hereto, if any, are hereby accepted and incorporated into this MOU.
2. CUSD shall be the lead agency for all grant funding requests and CCWD shall cooperate, as necessary and appropriate, in this process. The Project shall be contingent upon CUSD securing full funding from the SRF for all costs of the Project. Absent said funding, this MOU shall terminate without liability of either Party as to the other.
3. Each party shall designate in writing a main contact person for regular Project communications at the time this MOU is executed.
4. SRF must approve all Project contract documents in order for a funding award to be made. CUSD shall be the lead in preparing construction contract documents that are consistent with SRF guidelines.
5. All documents prepared for the procurement of a Project contractor shall be subject to approval by the respective governing bodies of CUSD and CCWD. The Parties agree that time is of the essence in obtaining said approvals throughout the term of this MOU.
6. CUSD shall retain necessary consultant(s) to design the Project. However, the Parties agree that the work of the Project shall comply with CCWD engineering standards and all applicable local, state, and federal requirements, and that CCWD shall have the right to review Project design documents and submit comments during the Project's design phase.
7. CUSD shall procure a Project contractor in accordance with applicable public project competitive bidding requirements.
8. CUSD shall, at its sole cost, provide all project management, construction management, and quality control for the Project. CCWD is welcome to attend any and all construction management meetings at its own costs.
9. Upon completion of the Project, CUSD agrees to transfer to CCWD all newly constructed assets ("Asset Transfer"), necessary access and utility easements including deeds to real property upon which sewer lift stations, pipelines and associated facilities are situated. The Parties shall in good faith prepare any documents and take all actions needed to accomplish said Asset Transfer. Such Asset Transfer, access and easements shall allow unencumbered and unobstructed access by CCWD to said facilities without prohibitions or restrictions regarding operation, maintenance, upgrades, improvements and reconstruction. CCWD will make every effort to operate and maintain said facilities in a manner that minimizes impacts and is compatible with school schedules, classroom activities and student safety. CCWD will notify CUSD in the event of any emergencies or non-routine activities relating to its work on the subject facilities.
10. Upon completion of the Asset Transfer, CCWD shall assume full and complete responsibility for the wastewater operation and infrastructure beginning at the inlet to the new lift station (i.e., the "interceptor") including new lift stations, force mains and associated buildings, equipment and electrical systems. CUSD shall have no ownership

interest in, or responsibility for, infrastructure for transmission, treatment or disposal of wastewater from the JLE. CUSD shall, however, continue to own the pre-existing private sewer lateral at the JLE. CUSD shall be responsible for all sewer collection systems within the JLE facility ground including all sewers and manholes serving all buildings and structures on the site. CUSD responsibility shall end at the point the JLE facility's on-site sewer first enters the interceptor lift station.

11. Upon completion of the transfer of assets provided for in section 9, above, CUSD will be responsible to properly abandon its regulatory permit from the RWQCB.
12. CUSD shall further relinquish any and all interest in future connections to the wastewater infrastructure that CCWD may authorize, as long as the wastewater capacity of JLE School is the primary design consideration to ensure continuous service at its full build-out along the wastewater pipeline. That is, the Parties agree that JLE School has priority rights to the full capacity assigned to it in the Project design for the new pipeline, treatment plant, and disposal and thus has a priority right to use 100% of its assigned capacity.
13. The Parties agree that CUSD shall have a right to acquire wastewater capacity from CCWD at a one-time capacity fee of \$700,056 (or 36 esfu's x \$19,446/esfu) based upon standard fees effective July 1, 2018 until such time as the current Project application and funding are approved by SRF. CCWD will reserve capacity for CUSD for the duration of the subject SRF project application and subsequent construction until startup and operation of the facilities. If the current Project under consideration is not approved by the SRF, CUSD will relinquish any reservation of capacity or agreed fees previously granted by CCWD.
14. CUSD shall pay standard bi-monthly rates same as other CCWD customers subject to change and increases adopted by general Prop.218 proceedings. The initial bi-monthly rate shall be based on 20 esfu's (e.g. for 2019 a bi-monthly rate of \$187.23 per esfu or \$3,744.60 is applicable). Thereafter, according to CCWD standard policy, commercial accounts can be periodically reviewed every two (2) years, or after improvements are made to the school, or when school enrollment significantly changes (increases or decreases), in order to adjust bi-monthly charges for wastewater usage. Unless subsequently amended by both parties in writing, the following schedule shall apply:

| Max. Month Average Daily Flow (gpd) | Equivalent Single Family Unit Flow (gpd/esfu) | Equivalents (Bi-monthly Rate Factor) |
|-------------------------------------|---|--------------------------------------|
| 3,000 | 150 | 20 |
| 3,300 | 150 | 22 |
| 3,600 | 150 | 24 |
| 3,900 | 150 | 26 |
| 4,200 | 150 | 28 |
| 4,500 | 150 | 30 |
| 4,800 | 150 | 32 |
| 5,100 | 150 | 34 |
| 5,400 | 150 | 36 |

15. Upon Project completion and Asset Transfer to CCWD, the Parties agree to enter into a long-term agreement for service under which CCWD will continue to provide CUSD sewer service for JLE School at its standard bi-monthly rates, as stated above. This service agreement may have a temporary provision for an initial startup and optimization period at an adjusted annual cost that takes into consideration the value, beyond normal capacity fees, and benefits of a regionalization project recognized by CCWD under this MOU. The Engineering team will continue project design discussions after the SRF funding commitment is in place (likely in spring 2019).
16. Each Party, at its sole cost and expense, shall procure and maintain such policies of general and other insurance as shall be necessary to insure its employees, agents and affiliates against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of each Party's obligations under this MOU, the use of any property and facility.
17. During the project period funded by the State Revolving Fund (SRF), CCWD shall indemnify, hold harmless and defend CUSD and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CUSD or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of CCWD or any of its officers, directors, board members, employees, agents or volunteers in the performance of this MOU; provided nothing herein shall constitute a waiver of governmental immunities including California Government Code Section 810 et seq.
18. During the project period funded by the State Revolving Fund (SRF), CUSD shall indemnify, hold harmless and defend CCWD and each of its officers, directors, trustees, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CCWD or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of CUSD or any of its officers, officials, employees, agents or volunteers in the performance of this MOU; provided nothing herein shall constitute a waiver of governmental immunities including California Government Code Section 810 et seq.
19. This MOU contains the entire agreement between the Parties with respect to the matters covered herein, and supersedes all prior agreements, written or oral, between the Parties. No other agreement, statement, or promise made by any Party not contained herein shall be binding or valid. This MOU shall be construed as one document and all of the agreements herein are in exchange for and in consideration of the commitments of each and all of the Parties herein as set out above.

20. This MOU may be amended only by a writing signed by the Parties.
21. Should any provision of this MOU be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this MOU.
22. This MOU shall be construed, determined and enforced in accordance with the laws of the State of California with venue in Calaveras County, California.
23. The Parties agree that each Party has independently reviewed this MOU; and that any rules of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in any interpretation of this MOU or any amendments or exhibits thereto.
24. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.
25. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
26. CUSD and CCWD are acting as independent contractors. Neither party, nor any of its officers, associates, agents, or employees shall be deemed an employee, partner, or agent of the other for any purpose.
27. Neither party shall use discriminatory practices in their respective performance under this MOU on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, and ethnicity, status as a disabled veteran or veteran of the Vietnam era.
28. The waiver by either party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU. No provisions of this MOU may be waived unless in writing and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
29. The Parties, through their authorized representatives, have executed this MOU as of the day and year first written above.
30. All notices and other communications required hereunder or related hereto shall be directed, respectively, to:

Calaveras Unified School District
Mark Campbell, Superintendent

Calaveras County Water District
Jeffrey Meyer, Interim General Manager

| | | | |
|-------|-------------|-------|-------------|
| _____ | (email) | _____ | (email) |
| _____ | (facsimile) | _____ | (facsimile) |
| _____ | (telephone) | _____ | (telephone) |

IN WITNESS WHEREOF the Parties hereto have executed this MOU as of the date first above written.

DATED: _____

CALAVERAS UNIFIED SCHOOL DISTRICT

By: _____

DATED: _____

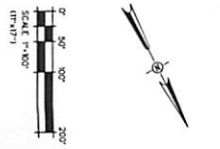
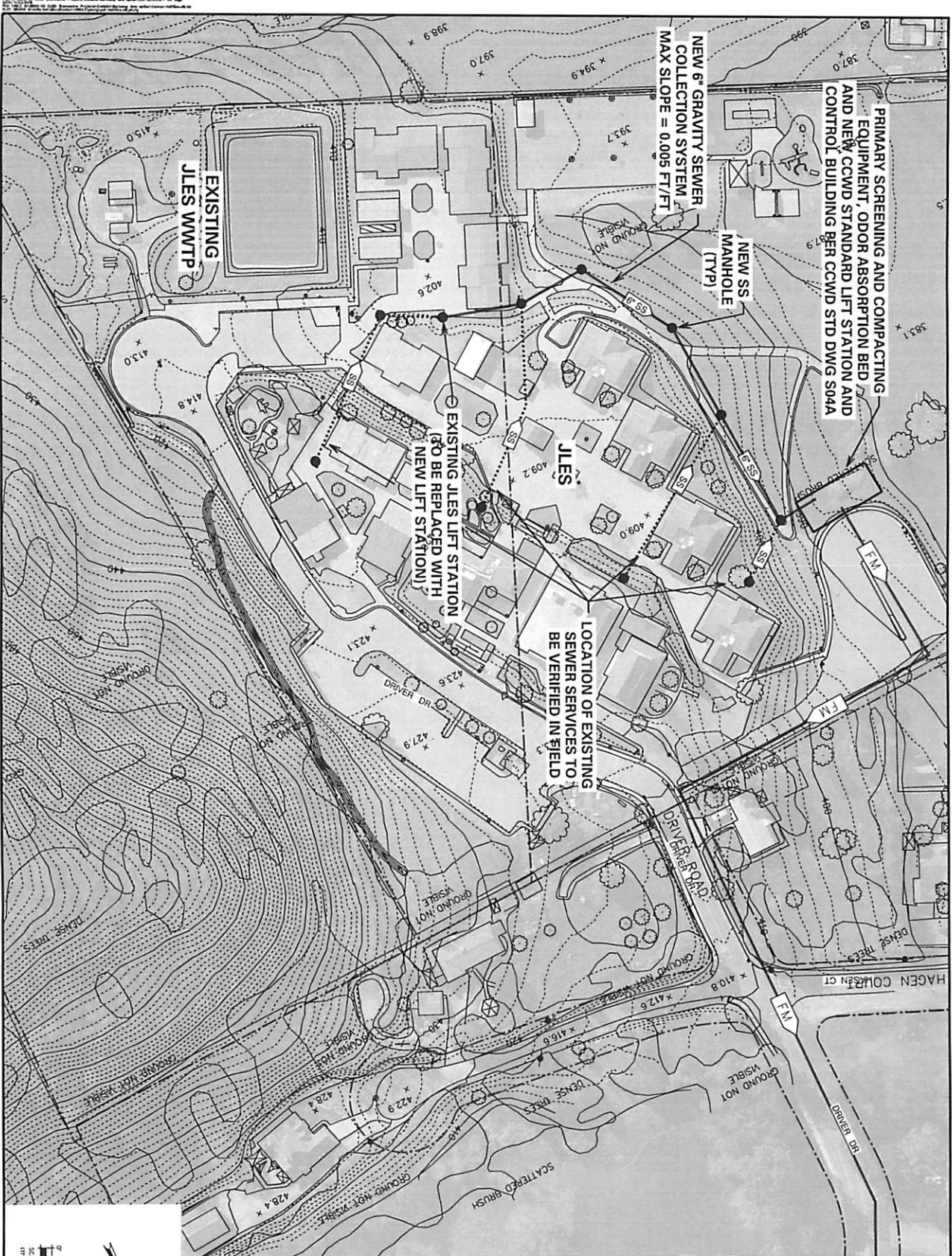
CALAVERAS COUNTY WATER DISTRICT

By: _____

APPROVED AS TO FORM:

Bryan G. Martin, Legal Counsel for
Calaveras Unified School District

Mathew Weber, Legal Counsel for
Calaveras County Water District



EX-01
SHEET

EXHIBITS FOR CONCEPT DESIGN OF
JENNY LIND ELEMENTARY SCHOOL
 RANCHO CALAVEERAS, CALIFORNIA
BERKESEY LN OPTION 1 OF 8



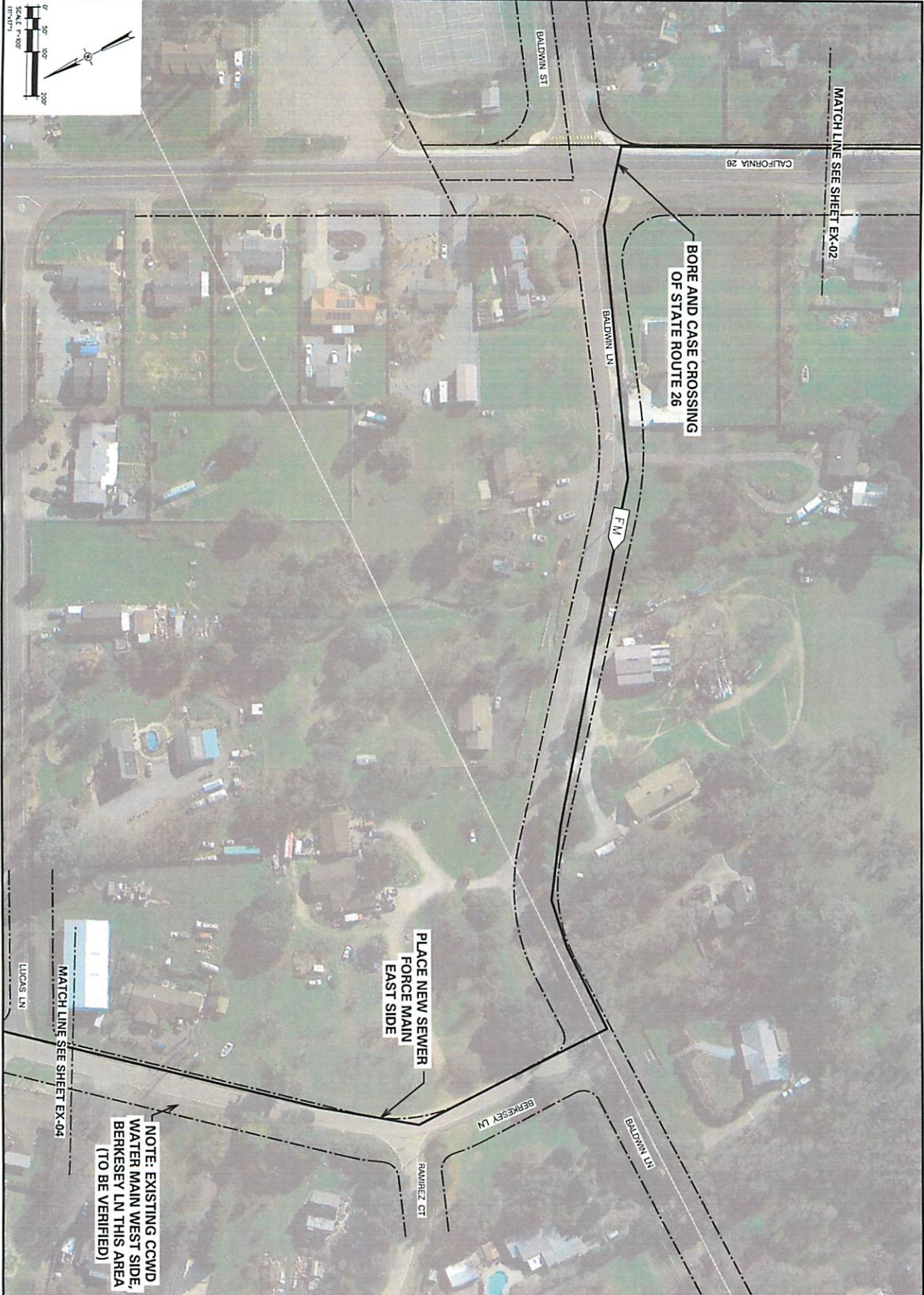
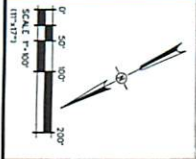
EXHIBIT

SCALE: RELEASE 1
 JOB NO. 8800-03 DATE: JULY 17, 2018

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MATCH LINE SEE SHEET EX-02

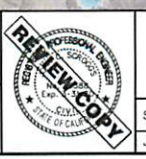
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 PROJECT: JENNY LIND ELEMENTARY SCHOOL
 SHEET: EX-03 OF 8



EX-03
 SHEET

EXHIBITS FOR CONCEPT DESIGN OF
JENNY LIND ELEMENTARY SCHOOL
 RANCHO CALAVEERAS, CALIFORNIA

BERKESEY LN OPTION 3 OF 8



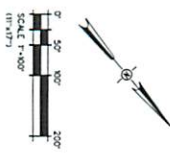
EXHIBIT

SCALE: _____
 JOB NO. 8500-03

RELEASE 1
 DATE: JULY 17, 2018

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NOTE - WHITE ROAD TO FARRIS DR
POSSIBLE LIFT STATION LOCATION



POSSIBLE LIFT STATION SITE
(CCWD STD LIFT STATION AND
CONTROL BUILDING STD DWG S04A)

EXHIBITS FOR CONCEPT DESIGN OF
JENNY LIND ELEMENTARY SCHOOL
RANCHO CALAVEERAS, CALIFORNIA

BERKESEY LN OPTION 4 OF 8

KASL
KASL ARCHITECTURAL & ENGINEERING
10000 W. CALIFORNIA STREET, SUITE 200
DALLAS, TEXAS 75243
TEL: 972.412.1234
WWW.KASL.COM

EX-04
SHEET



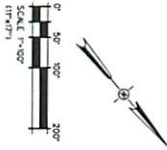
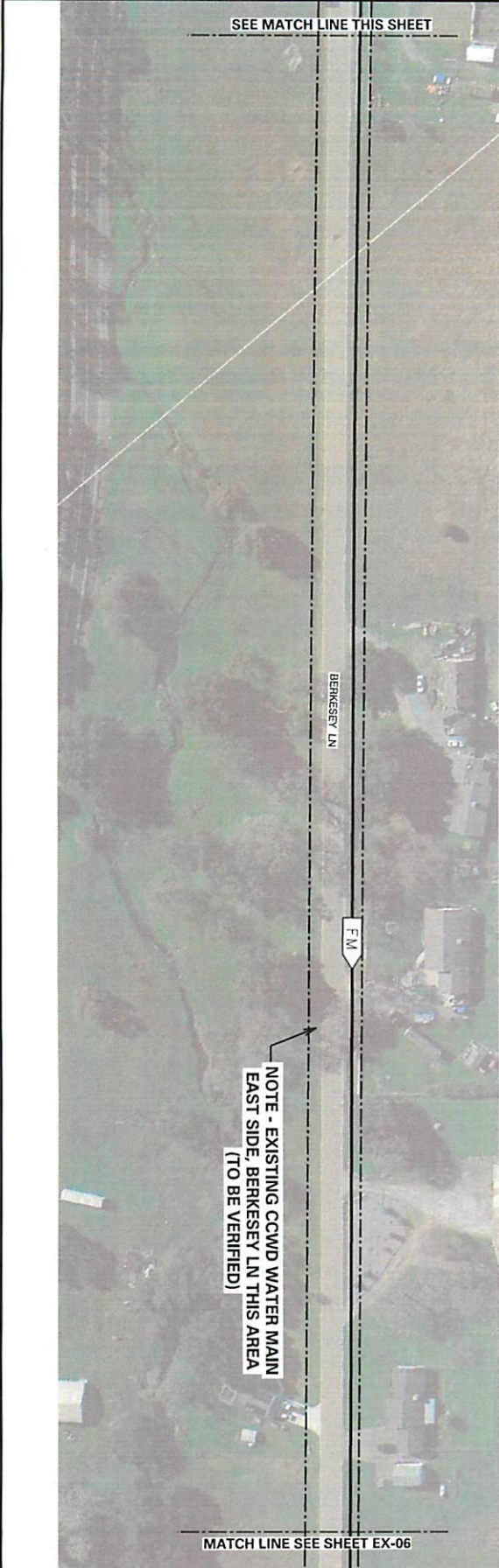
EXHIBIT

SCALE: _____
JOB NO. 8800-03

RELEASE 1
DATE: JULY 17, 2018

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EX-05
SHEET

EXHIBITS FOR CONCEPT DESIGN OF
JENNY LIND ELEMENTARY SCHOOL
 RANCHO CALAVEERAS, CALIFORNIA
BERKESEY LN OPTION 5 OF 8



EXHIBIT

SCALE: _____ RELEASE 1
 JOB NO. 8500-03 DATE: JULY 17, 2018

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REVISIONS

RELEASE 1

SCALE: _____

JOB NO. 8800-03

DATE: JULY 17, 2018



EXHIBITS FOR CONCEPT DESIGN OF

JENNY LIND ELEMENTARY SCHOOL

RANCHO CALAVERAS, CALIFORNIA

BERKESEY LN OPTION 6 OF 8

KASL

10000 KASL DRIVE

PO BOX 10000

RAJAH, CALIFORNIA 95272

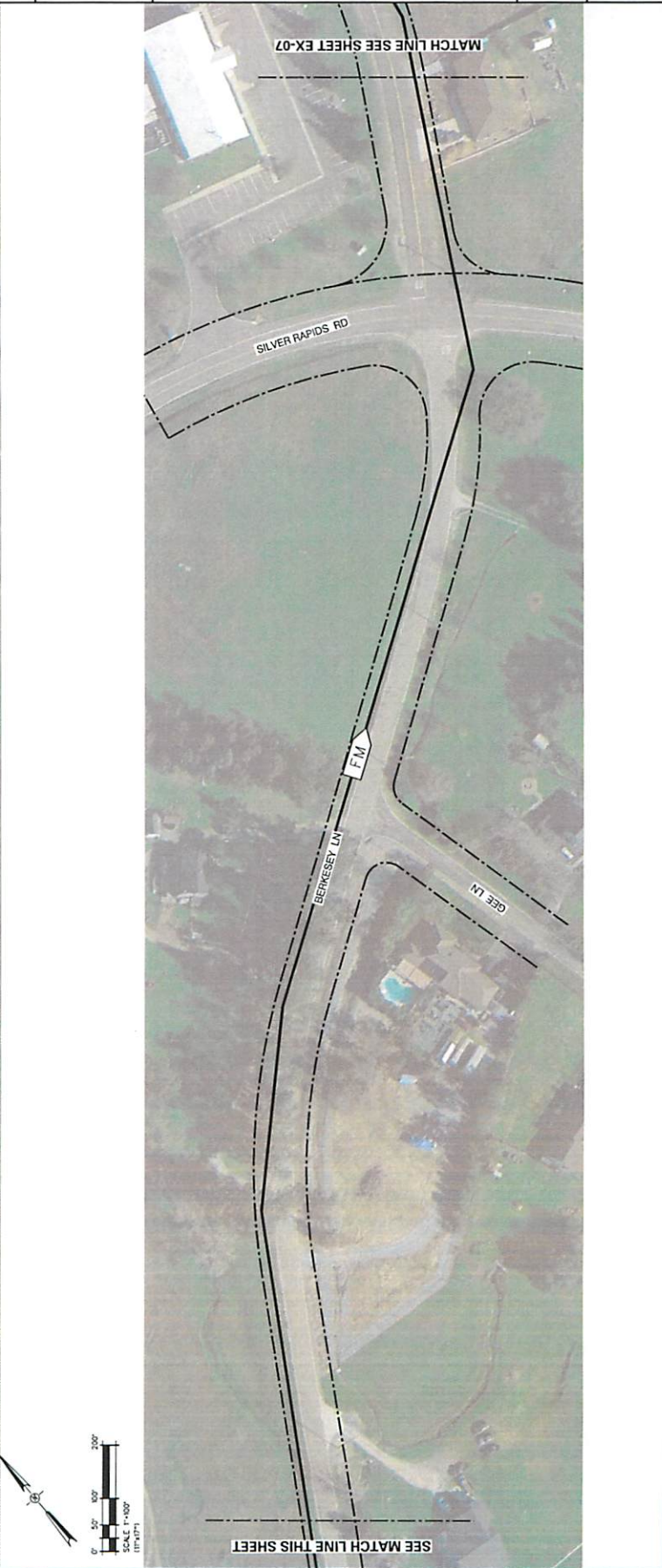
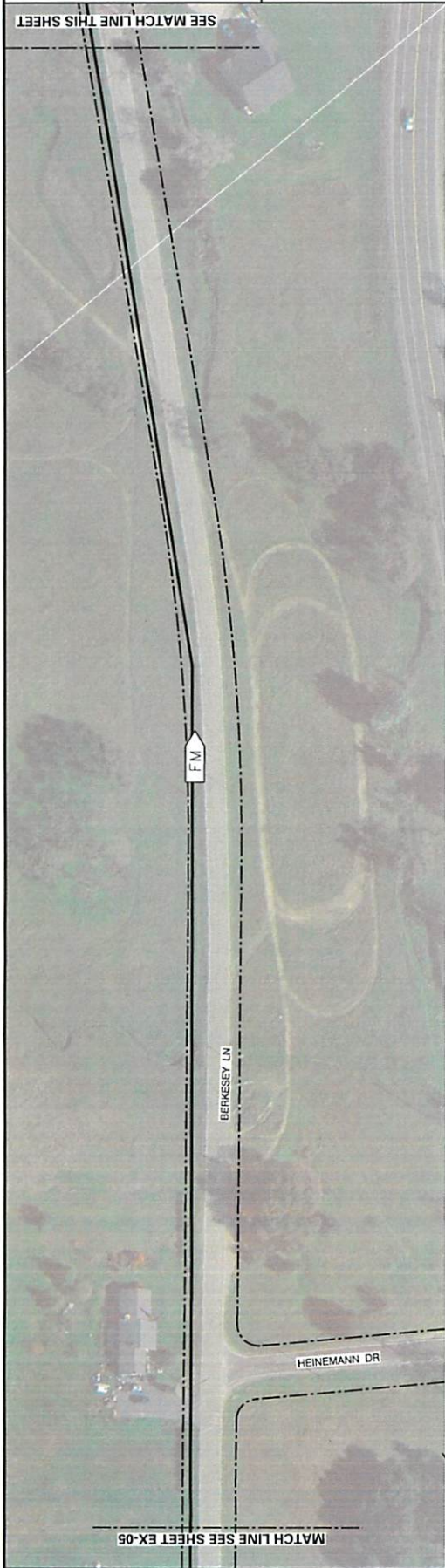
TEL: 916.451.1000

FAX: 916.451.1001

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SHEET

EX-06





SEE MATCH LINE THIS SHEET

MCCALL CT

CLAIR CT

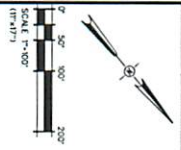
LEWIS WAY

FM

BERKESEY LN

NOTE - EXISTING CCWD WATER MAIN
 WEST SIDE, BERKESEY LN THIS AREA
 (TO BE VERIFIED)

MATCH LINE SEE SHEET EX-08



MATCH LINE SEE SHEET EX-06

BLAKE CT

BLAKE LN

FM

NOTE - EXISTING CCWD WATER MAIN
 WEST SIDE, BERKESEY LN THIS AREA
 (TO BE VERIFIED)

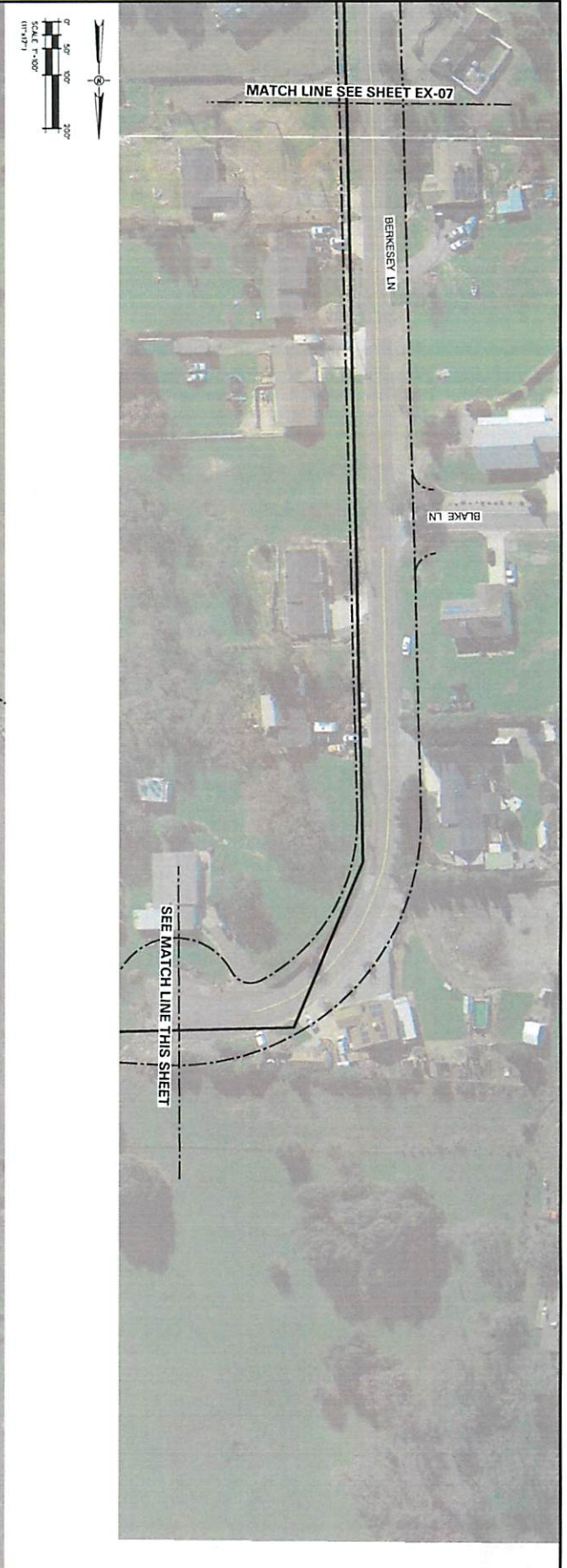
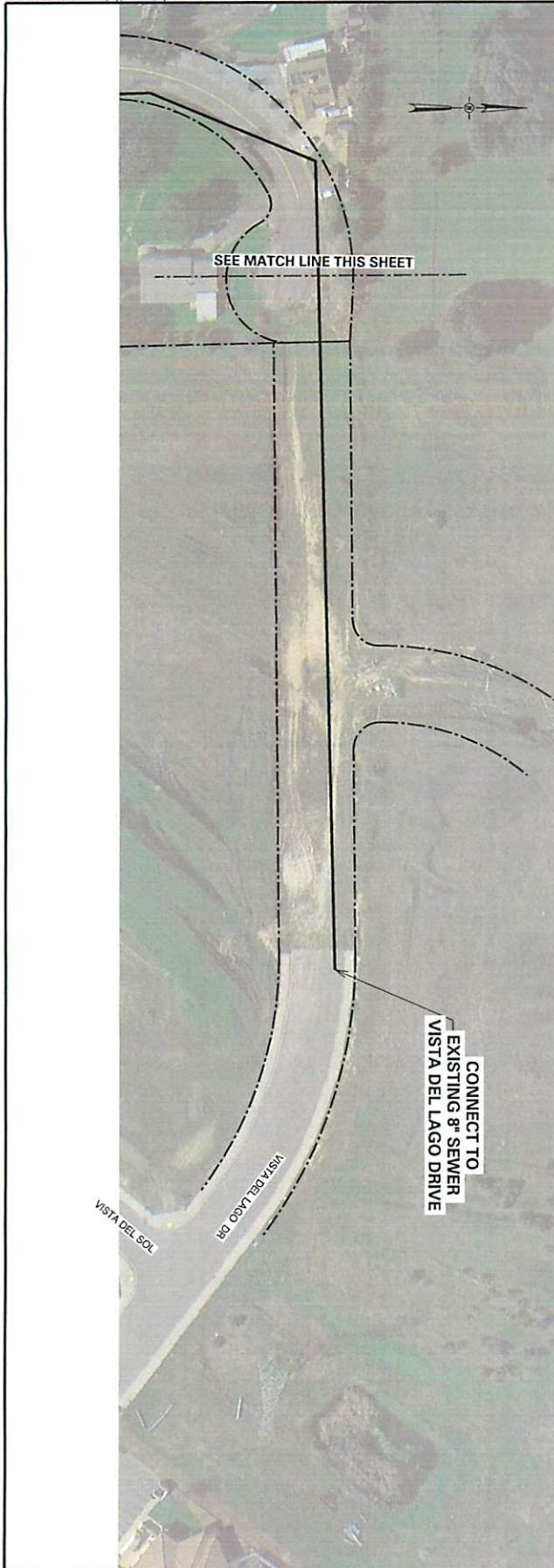
REED CT

REED WAY

SEE MATCH LINE THIS SHEET

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| EX-07 SHEET | | EXHIBITS FOR CONCEPT DESIGN OF JENNY LIND ELEMENTARY SCHOOL RANCHO CALAVEERAS, CALIFORNIA | | | EXHIBIT | | REVISIONS | | |
| | | BERKESEY LN OPTION 7 OF 8 | | | SCALE: JOB NO. 8800-03 | RELEASE 1 DATE: JULY 17, 2018 | NO. DESCRIPTION DATE BY | | |

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EX-08
SHEET

EXHIBITS FOR CONCEPT DESIGN OF
JENNY LIND ELEMENTARY SCHOOL
 RANCHO CALAVEERAS, CALIFORNIA
BERKESEY LN OPTION 8 OF 8



EXHIBIT
 SCALE: _____
 JOB NO. 8800-03
 RELEASE 1
 DATE: JULY 17, 2018

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Agenda Item

DATE: December 4, 2018

TO: Engineering Committee
Jeff Meyer, Interim General Manager

FROM: Charles Palmer, District Engineer

SUBJECT: Discussion of Meter Sizing for Residential Fire Sprinkler Systems

SUMMARY:

This topic has been previously presented and discussed at the September 12, 2018 Board of Directors meeting and at prior Engineering and Finance committee meetings. In summary, the representatives of the local residential building industry have approached CCWD requesting that it increase the standard residential meter size from a 5/8" to 1" meter in order to adequately supply residential fire sprinkler systems for single family homes. The Board has expressed a desire to expedite a solution in the near future to follow suit with other agencies in the region that have already increased their standard residential meter size to facilitate the fire sprinkler systems. It has been advised that given CCWD's bi-monthly rates and capacity fees are all based upon meter size, any proposed changes will need to be undertaken via Prop.218 proceedings and defensible from legal challenges. For purposes of this committee meeting, Staff would like to confirm steps moving forward in this process. At this time, Staff proposes to secure proposals from one or more consulting firms to perform tasks relating to this item including: a) evaluating potential impacts to system capacity, water use, meter standardization and cost of service, b) proposing amendments to the rate structure accounting for the different meter sizes, and c) conducting an ancillary effort to establish new capacity charges based on the recently completed master plans.

FINANCIAL CONSIDERATIONS:

None at this time.