

Wednesday, February 8, 2017
ACTION MINUTES

1. **CALL TO ORDER:** The meeting was called to order by Vice-Chair Gardner at 5:30 p.m.

2. **ROLL CALL/MEMBERS PRESENT:**

Director Cathy Landgraf
Director Rene' Walden-Qualls
Director Anita Ebbinghausen
Director Michael Gardner
Director Richard Miller

Candi Bingham, General Manager

Greg Guina, Plant Operator

ABSENT: None

3. **PLEDGE OF ALLEGIANCE:** Board Chair Landgraf led the Pledge of Allegiance.

4. **AGENDA:**

Motion carried 5-0 to accept Agenda with the following vote:

AYES: Landgraf, Ebbinghausen, Gardner, Walden-Qualls, Miller.
NOES: None.
ABSTAIN: None.
ABSENT:

5. **PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA:**

- 1. Milan Matich – addressed the board in regards to property he is purchasing.
- 2. Current River Pines resident asked the Board to stop sending him notices and address him personally if there are issues to be addressed.

6. **MINUTES: M/S Gardner/Miller approve the January 18, 2017 minutes with the following edit as follows:** F. change to – cover culvert from filling culvert

Motion carried 5-0 with the following vote:

AYES: Landgraf, Ebbinghausen, Gardner, Walden-Qualls, Miller.
NOES: None.
ABSTAIN: None.
ABSENT: None

M/S Gardner/Miller approve the January 31, 2017 minutes as follows:

Motion carried 5-0 with the following vote:

AYES: Landgraf, Ebbinghausen, Gardner, Walden-Qualls, Miller
NOES: None

ABSTAIN: None
ABSENT: None

7. Monthly Financial Report: M/S Ebbinghausen/Gardner as submitted with the following vote:

Motion Carried 5-0 with the following Vote:

AYES: Landgraf, Ebbinghausen, Gardner, Walden-Qualls, Miller
NOES: None
ABSTAIN: None
ABSENT: None

8. EXPENDITURE REPORT: M/S Gardner/Ebbinghausen approve with following vote:
Director Walden-Qualls noted that there were missing check numbers.

Motion carried 5-0 with the following vote:

AYES: Landgraf, Ebbinghausen, Gardner, Walden-Qualls, Miller.
NOES: None.
ABSTAIN: None.
ABSENT: None

9. MONTHLY OPERATIONS REPORT.

- A. Monthly Plant Operator Report – See Report
- B. Monthly General Manager Report – See Report.

10. BOARD MATTERS:

A. Purchase ten-gallon tank for Well 2 – Discussion and possible action

Plant Operator, Greg Guina, stated that he was not sure what size of tank is needed. He has been told a ten gallon and up to a 50 gallon. Directors asked for more research to be conducted and issue to be brought back to the board.

B. Universal Trash Collection – Discussion and Possible Action.

Following considerable discussion among residents, directors and staff, the Board of Directors elected to move forward with Universal Trash Collection. Direction was given to GM to proceed with a contract with Aces Waste Inc., LAFCO approval and Proposition 218.

Motion carried 5-0 with the following vote:

AYES: Landgraf, Ebbinghausen, Gardner, Walden-Qualls, Miller
NOES: None
ABSTAIN: None
ABSENT: None

C. Correspondence Policy – Discussion and Possible Action

GM asked Board of Directors for an established policy that stipulates all correspondence completed by any employee of the District be submitted to the office so that correct records can be kept.

Motion carried 5-0 with the following vote:

AYES: Landgraf, Ebbinghausen, Gardner, Walden-Qualls, Miller
NOES: None
ABSTAIN: None

ABSENT: None

D. Plant/Operation Tour Policy – Discussion and Possible Action

GM asked Board of Directors for an established policy that describes and outlines a regular schedule of touring the water and sewer operations of the District. GM asked that this policy include a touring schedule, at a minimum, on a quarterly basis.

Motion carried 5-0 with the following vote:

AYES: Landgraf, Ebbinghausen, Gardner, Walden-Qualls, Miller
NOES: None
ABSTAIN: None
ABSENT: None

E. Easement to Well 6R Repair – Discussion and Possible Action

GM stated that the easement to Well 6R has been damaged from the storms and is in dire need of repair. Hal Jones stated that the last time the road was repaired from damage was approximately ten years ago, and was funded through FEMA. Board instructed GM to acquire estimates for repair and get approval from owner of easement.

Motion carried 5-0 with the following vote:

AYES: Landgraf, Gardner, Ebbinghausen, Miller, Walden-Qualls
NOES: None
ABSTAIN: None
ABSENT: None

F. Amador Water Agency Vehicle Auction – Discussion and Possible Action

Board instructed GM to contact Amador Water Agency for details on the trucks. If the details given were good, then Director Miller volunteered to go look at the trucks. Board told GM if a truck looked good a bid not to exceed \$4,000 could be submitted.

Motion carried 5-0 to submit a bid not to exceed \$4,000 with the following vote:

AYES: Gardner, Landgraf, Ebbinghausen, Miller, Walden-Qualls
NOES: None
ABSTAIN: None
ABSENT: None

11. BOARD OF DIRECTORS COMMENTS/REPORTS:

A. Capital Improvements and general repairs necessary at the District. Continued Item.
None now

12. COMMITTEE COMMENTS/REPORTS:

Director Walden-Qualls provided a brief update on the status of the Bylaws and Administrative Policies.

13. FUTURE AGENDA TOPICS:

14. ADJOURNMENT: The meeting adjourned at 7:00 p.m.

Respectively submitted,
Candi Bingham, Acting Board Clerk

**River Pines Public Utility District
Profit & Loss by Class
February 2017**

**River Pines Public Utility District
March 8, 2017 Meeting
Agenda Item 7**

	Sewer	Water	TOTAL
Ordinary Income/Expense			
Income			
Amador County Auditor's Warrant Homeowners Exemption	28.79	28.79	57.58
Total Amador County Auditor's War...	<u>28.79</u>	<u>28.79</u>	<u>57.58</u>
Base Fee Income			
Sewer	9,322.37	0.00	9,322.37
Stanby	365.00	365.00	730.00
Voluntary Lock-Off	105.00	105.00	210.00
Water	0.00	10,021.78	10,021.78
Total Base Fee Income	<u>9,792.37</u>	<u>10,491.78</u>	<u>20,284.15</u>
Interest Income	0.72	0.41	1.13
Town Hall Rental	20.00	20.00	40.00
Variable Income			
Door Hanger Fee	0.00	110.50	110.50
Late Fees	285.66	279.88	565.54
Reconnection Fee	0.00	180.00	180.00
Water - Usage	0.00	1,565.29	1,565.29
Total Variable Income	<u>285.66</u>	<u>2,135.67</u>	<u>2,421.33</u>
Total Income	<u>10,127.54</u>	<u>12,676.65</u>	<u>22,804.19</u>
Gross Profit	10,127.54	12,676.65	22,804.19
Expense			
Bank Charges			
60400 - Bank Service Charges	12.00	0.00	12.00
Total Bank Charges	<u>12.00</u>	<u>0.00</u>	<u>12.00</u>
Board Members			
Stipends	187.50	187.50	375.00
Total Board Members	<u>187.50</u>	<u>187.50</u>	<u>375.00</u>
Contracted Expenses			
Manager	2,416.66	2,416.68	4,833.34
Total Contracted Expenses	<u>2,416.66</u>	<u>2,416.68</u>	<u>4,833.34</u>
Employees			
Amador Water - Weekend Cover...	320.00	640.00	960.00
Amador Water -Vacation Coverag	3,997.89	2,621.39	6,619.28
Medical Insurance			
Field	463.89	463.89	927.78
Total Medical Insurance	<u>463.89</u>	<u>463.89</u>	<u>927.78</u>
Payroll Expense			
Field Payroll	2,715.72	2,715.72	5,431.44
Payroll Taxes - Employer's	384.65	384.69	769.34
Total Payroll Expense	<u>3,100.37</u>	<u>3,100.41</u>	<u>6,200.78</u>
Reimbursements			
Phone	27.00	27.00	54.00
Total Reimbursements	<u>27.00</u>	<u>27.00</u>	<u>54.00</u>
Retirement - Field	180.68	180.70	361.38
Total Employees	<u>8,089.83</u>	<u>7,033.39</u>	<u>15,123.22</u>
Sewer Expenses			
Alarm Monitoring	1,480.00	0.00	1,480.00
Electricity - Sewer	1,743.11	0.00	1,743.11
Repairs/Maintenance	67.65	0.00	67.65

River Pines Public Utility District
Profit & Loss by Class
February 2017

	Sewer	Water	TOTAL
Sewer - Parts/Supplies	66.36	0.00	66.36
Storm Work - 2017	810.02	0.00	810.02
Telephone - Sewer	75.39	0.00	75.39
Testing - Sewer	695.00	0.00	695.00
Total Sewer Expenses	4,937.53	0.00	4,937.53
Town Hall Expenses			
Janitorial	120.00	120.00	240.00
Repairs/Maintenance	88.15	88.15	176.30
Total Town Hall Expenses	208.15	208.15	416.30
Water Expenses			
Alarm Monitoring	0.00	300.00	300.00
Certification Fees	33.32	33.33	66.65
Chlorine	0.00	530.35	530.35
Electricity - Water	0.00	1,624.79	1,624.79
Repair/Maintenance	0.00	67.65	67.65
Sm. Tools	0.00	118.38	118.38
Supplies	0.00	211.86	211.86
Telephone - Water	0.00	80.97	80.97
Water Testing	0.00	540.00	540.00
Total Water Expenses	33.32	3,507.33	3,540.65
60200 · Automobile Expense			
Gasoline	64.32	64.32	128.64
Repairs/Maintenance	612.96	612.97	1,225.93
Total 60200 · Automobile Expense	677.28	677.29	1,354.57
64900 · Office Expenses			
Maintenance/Improvements	31.25	31.25	62.50
Software	12.48	12.50	24.98
Supplies	69.82	69.83	139.65
Website Service	50.00	50.00	100.00
Total 64900 · Office Expenses	163.55	163.58	327.13
66700 · Professional Fees			
Legal Fees	99.50	99.50	199.00
Security Service/Maintenance	140.00	140.00	280.00
Total 66700 · Professional Fees	239.50	239.50	479.00
68600 · Utilities			
Disposal	40.06	40.06	80.12
Electricity - Office	0.00	28.78	28.78
Electricity - Town Hall	28.78	0.00	28.78
Electricity - Street Lights	84.12	84.12	168.24
Internet	85.00	85.00	170.00
68100 · Telephone - Office	30.12	30.12	60.24
Total 68600 · Utilities	268.08	268.08	536.16
Total Expense	17,233.40	14,701.50	31,934.90
Net Ordinary Income	-7,105.86	-2,024.85	-9,130.71
Other Income/Expense			
Other Income			
Other Income	6,000.00	0.00	6,000.00
Wireless Site Lease	250.00	250.00	500.00
Total Other Income	6,250.00	250.00	6,500.00
Net Other Income	6,250.00	250.00	6,500.00
Net Income	-855.86	-1,774.85	-2,630.71

River Pines Public Utility District
Balance Sheet
As of February 28, 2017

	Feb 28, 17
ASSETS	
Current Assets	
Checking/Savings	
Bank Accounts	
El Dorado Checking	21,628.09
El Dorado Checking-5866 SRAFPF	823.11
El Dorado Checking - 3101 Laif	521.59
El Dorado Savings - Deposits	28,921.11
El Dorado Savings - DWSRF 7714	100.00
Total Bank Accounts	51,993.90
California Bank & Trust - Water	18,151.17
Change Till	75.00
LAIF Investment Fund - Sewer	312,497.69
Total Checking/Savings	382,717.76
Accounts Receivable	
11000 · Accounts Receivable	86,034.36
Total Accounts Receivable	86,034.36
Other Current Assets	
12000 · Undeposited Funds	-4,932.61
Total Other Current Assets	-4,932.61
Total Current Assets	463,819.51
Fixed Assets	
Accumulated Depreciation	-1,015,908.00
Fixed Assets	
Building - Sewer	3,139.93
Building - Water	80,441.78
Equipment - Sewer	42,219.85
Equipment - Water	103,508.65
Land - Sewer	1,952.12
Land - Water	13,310.51
Office Equipment - Sewer	4,676.99
Office Equipment - Water	5,115.26
System - Sewer	603,941.83
System - Water	792,643.61
Total Fixed Assets	1,650,950.53
Work In Progress - SRAFPF	28,253.57
Total Fixed Assets	663,296.10
Other Assets	
Utility Encroachment - Deposit	828.18
Total Other Assets	828.18
TOTAL ASSETS	1,127,943.79
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	-333.34
Total Accounts Payable	-333.34
Other Current Liabilities	
Payroll Taxes	-6.68
Security Deposits - 50/50 W/S	4,733.15
Vacation Payable - 50/50 W/S	8,120.57

River Pines Public Utility District
Balance Sheet
As of February 28, 2017

	Feb 28, 17
Total Other Current Liabilities	12,847.04
Total Current Liabilities	12,513.70
Long Term Liabilities	
Bank & Trust - Water	90,250.00
Deferred Grant Income	28,252.50
Total Long Term Liabilities	118,502.50
Total Liabilities	131,016.20
Equity	
32000 · Retained Earnings	984,632.75
Net Income	12,294.84
Total Equity	996,927.59
TOTAL LIABILITIES & EQUITY	1,127,943.79

River Pines Public Utility District
Account QuickReport-Board Meetings
 As of February 28, 2017

River Pines Public Utility District
March 8, 2017 Meeting
Agenda Item 8

Type	Date	Num	Name	Memo	Amount	Balance
Bank Accounts						
EI Dorado Checking						
Deposit	01/31/2017			Interest	0.56	30,151.69
Bill Pmt -Check	02/01/2017	12555	Candi Bingham	Services for February 2017 - payment for the 1st.	-2,416.67	30,151.69
Bill Pmt -Check	02/01/2017	12556	Gregory Guina	Phone Reimbursement - February 2017	-54.00	27,735.58
Deposit	02/02/2017			Deposit	508.32	28,189.90
Check	02/03/2017			Deposit	123.01	28,312.91
Check	02/06/2017			Document Software	-9.99	28,302.92
Check	02/07/2017			Internet - January 2017	-170.00	28,132.92
Check	02/07/2017			Document Software	-14.99	28,117.93
Bill Pmt -Check	02/08/2017	12564	Acres Waste Services, Inc.	1175	-80.12	28,037.81
Bill Pmt -Check	02/08/2017	12565	Amador Water Agency	30018	-960.00	27,077.81
Bill Pmt -Check	02/08/2017	12566	Arlita Ebbinghausen	Stipend - February 2017	-75.00	27,002.81
Bill Pmt -Check	02/08/2017	12567	Anthem Blue Cross	208217 - Plant Operator	-927.78	26,075.03
Bill Pmt -Check	02/08/2017	12568	AT&T - Water	209 245-4011 722 0	-80.97	25,994.06
Bill Pmt -Check	02/08/2017	12569	Brent Stewart, P.E.	Alarm Monitoring - January 2017	-1,000.00	24,994.06
Bill Pmt -Check	02/08/2017	12570	California Bank & Trust	1030264749	-890.00	24,104.06
Bill Pmt -Check	02/08/2017	12571	California Laboratory Services	Testing - January 2017	-1,235.00	22,869.06
Bill Pmt -Check	02/08/2017	12572	Candi Bingham	February 2017	-2,416.67	20,452.39
Bill Pmt -Check	02/08/2017	12573	Cathy Landgraf	Stipend - February 2017	-75.00	20,377.39
Bill Pmt -Check	02/08/2017	12574	Chem Quip	Chlorine	-530.35	19,847.04
Bill Pmt -Check	02/08/2017	12575	Ferguson Enterprises	Flex Hose	-35.88	19,811.16
Bill Pmt -Check	02/08/2017	12576	Lemieux & O'Neill	Services for January 2017	-199.00	19,612.16
Bill Pmt -Check	02/08/2017	12577	Michael Gardner	Stipend - February 2017	-75.00	19,537.16
Bill Pmt -Check	02/08/2017	12578	Mission IT Solutions	January 2017 - Security Contract	-280.00	19,257.16
Bill Pmt -Check	02/08/2017	12579	Mt. Aukum Store	Gasoline/Supplies - January 2017	-300.75	18,956.41
Bill Pmt -Check	02/08/2017	12580	NFS	RKE-005495; Gregory Guina	-89.81	18,866.60
Bill Pmt -Check	02/08/2017	12581	PG&E - Office/Town Hall	6898952032-2	-57.56	18,809.04
Bill Pmt -Check	02/08/2017	12582	RA Raymond	Install new Drop Box	-62.50	18,746.54
Bill Pmt -Check	02/08/2017	12583	Rene Walden-Qualls	Stipend - February 2017	-75.00	18,671.54
Bill Pmt -Check	02/08/2017	12584	Richard Miller	Stipend - February 2017	-75.00	18,596.54
Bill Pmt -Check	02/08/2017	12585	SEIU	Pay Period 2/10/2017	-35.17	18,561.37
Bill Pmt -Check	02/08/2017	12586	Sierra Foothill Fire	Fire Extinguishers	-135.30	18,426.07
Bill Pmt -Check	02/08/2017	12587	USA Bluebook	Customer No. 69752	-80.95	18,345.12
Bill Pmt -Check	02/08/2017	12588	Amador Water Agency	Coverage for Greg on Disability	-6,619.28	11,725.84
Bill Pmt -Check	02/08/2017	12589	AT&T - Sewer	209 245-3984 701 9	-75.39	11,650.45
Bill Pmt -Check	02/08/2017	12590	Brent Stewart, P.E.	Service Call to Lift Stations - January 2017	-486.84	10,870.45
Bill Pmt -Check	02/08/2017	12591	PG&E - Water	3357284549-4	-1,137.95	9,245.66
Bill Pmt -Check	02/08/2017	12592	PG&E - Water 2	2458584137-2	-1,743.11	7,502.55
Bill Pmt -Check	02/08/2017	12593	PG&E - Sewer	8721806002-5	299.17	7,801.72
Deposit	02/09/2017			Deposit	5,616.29	13,418.01
Deposit	02/09/2017			Deposit	132.40	13,550.41
Check	02/10/2017			Gregory Guina	-1,927.89	11,622.52
Check	02/10/2017			Tax Impound - State	-161.74	11,460.78
Check	02/10/2017			Tax Impound - Federal	-787.34	10,673.44
Check	02/10/2017			Tax Impound - State	-167.72	10,505.72
Check	02/10/2017			Tax Impound - Federal	-16.23	10,489.49
Check	02/14/2017			Sterling Auto Repair	-1,114.71	9,374.78
				Replaced Sensor, Ignition Switch, Oil Change, Tir...		

River Pines Public Utility District
Account QuickReport-Board Meetings
As of February 28, 2017

Type	Date	Num	Name	Memo	Amount	Balance
Check	02/14/2017	debit	Amazon	Battery - Emergency Light Town Hall	-11.30	9,363.48
Check	02/14/2017	debit	Amazon	Storage Cabinet - Well 6R	-118.38	9,245.10
Deposit	02/14/2017			Deposit	115.36	9,360.46
Check	02/15/2017	debit	Amazon	Manager's Handbook - Union Employee's	-139.65	9,220.81
Deposit	02/15/2017			Deposit	133.05	9,353.86
Check	02/16/2017	debit	Digital Deployment	March 2017 - Website	7,155.10	16,508.96
Deposit	02/16/2017			Deposit	-50.00	16,458.96
Check	02/17/2017	debit	Eldorado Savings Bank	Wire Transfer Fee	128.53	16,587.49
Check	02/22/2017	debit	Digital Deployment	October Website - Missed Payment	-12.00	22,575.49
Check	02/23/2017	eft	Tax Impound - State		147.25	22,722.74
Check	02/23/2017	eft	Tax Impound - State		-50.00	22,672.74
Check	02/23/2017	eft	Tax Impound - State		-1,939.44	20,733.30
Check	02/23/2017	eft	Tax Impound - State		-164.09	20,569.21
Check	02/23/2017	eft	Tax Impound - State		-795.82	19,773.39
Check	02/23/2017	eft	Tax Impound - State		-154.91	19,618.48
Deposit	02/23/2017			Deposit	-14.99	19,603.49
Deposit	02/23/2017			Deposit	6,285.67	25,889.16
Deposit	02/23/2017			Deposit	64.32	25,953.48
Deposit	02/23/2017			Deposit	279.27	26,232.75
Deposit	02/24/2017			Deposit	254.31	26,487.06
Check	02/24/2017	debit	Sterling Auto Repair	Install New Battery Cables and Updated GPS	124.95	26,612.01
Check	02/26/2017	eft	RingCentral	Office Phone	-100.50	26,511.51
Bill Pmt -Check	02/27/2017	12594	California Bank & Trust	1030264749	-60.24	26,451.27
Bill Pmt -Check	02/27/2017	12595	Candi Blingham	Services for March 2017	-890.00	25,561.27
Bill Pmt -Check	02/27/2017	12596	Gold & Sons Trucking	Sand for Sandbagging - Sewer Pond	-2,416.67	23,144.60
Bill Pmt -Check	02/27/2017	12597	NFS	Water Certificate Renewal - Reimbursement	-810.02	22,334.58
Bill Pmt -Check	02/27/2017	12598	PG&E - Street Lights	RKE-005495 - Gregory Guina Retirement	-66.65	22,267.93
Bill Pmt -Check	02/27/2017	12599	SEIU	7368064062-7	-271.57	21,996.36
Bill Pmt -Check	02/27/2017	12600	Wilson Electrical & Data	Town Hall Exit Sign - Parking Light	-168.24	21,828.12
Deposit	02/28/2017	12601		Interest	-35.44	21,792.68
					-165.00	21,627.68
					0.41	21,628.09
Total El Dorado Checking					-8,523.60	21,628.09
Total Bank Accounts					-8,523.60	21,628.09
TOTAL					-8,523.60	21,628.09

**River Pines Public Utility District
 Operations Report**

For Month of: February 2017

Water System

<u>Water Production</u>	<u>SOURCE</u>	<u>Gallons</u>
	Well 2	335,200
	Well 3R	379,200
	Well 6R	67,073
	Total Produced	781,473
	Total Metered/Sold	521,390
	Net Loss	33%

- Did Monthly report for California Dept. of health.
- Did meter reads for month
- Replacing meters that need to be changed
- Investigated complaint that their neighbor was bypassing water meter. When I arrived I was shown the illegal pipes, and confirmed that water was being bypassed and not being metered. Since then I have removed and capped this service.
- I have checked a customers concern of a possible water leak. I tested the water for a CL2 residual, but it came up negative. After confirming the test result, I show the GM the effected area ran another test so she could verify that water did not have any CL2 residual and the possible cause for this flow of water was due heavy rains. All over town river of water are flowing down hillsides and roadways, and will continue to do so do the ground being so saturated with water.
- PG&E hit a water connection box and broke line, I responded and fixed water connection and replaced water box.
- Had work order for service connection that was located under steel plate. I removed part of bush and dirt behind plate so I would be able to read meter without having to lift steel plate.
- Replaced water box by well #2 in driveway that damaged by cars running over it. The old box was made out of plastic and not traffic rated, so I replaced it with a traffic rated concrete box.
- Worked with engineer to get the correct address for each meter box they have located on maps they have created.
- We are having increased problems at well #2 due to high pressure and water hammer. It is blowing off lines to the CL-17 and causing damage to water meter. We have disused adding a pressure to help remedy this problem.

Major or Significant Activities

Wastewater System

Wastewater Flows

(Gal.)

Influent Treated	805,000
Effluent Discharged	1,926,700

Major or Significant Activities

- Due to heavy rains and storm surge, ponds are still at capacity. I have been able to bring down the storage pond a foot and three inches. I have been in contact with the state and county about the PUDs current situation. I have had the state resources inspector come out to see the condition of the treatment plant and spray fields, he saw how we sandbags around the ponds in the event that the pond levels rise. After his inspection he thought everything was fine and to continue what we are doing I am doing everything possible so that the ponds do not overflow its banks.
- Cal fire have been out in spray fields clearing brush and burning piles of brush. They are continuing cutting on the north side of the pond so that tree roots do not make there way to the ponds and compromise the integrity of the pond walls
- The road to the waste treatment plant has been severely damaged by this past storm, and at one point Impassable. Since the road base has been added, road conditions have improved.

River Pines Public Utility District
Alarm Monitoring Summary – February 2017

<u>Station Alarm</u>	<u>Date & Time</u>	<u>Reason</u>
Well 6R Alarm	02/02/2017 09:58 AM	Low Chlorine
Horseshoe LS Alarm	02/03/2017 12:31 PM	Alarm Testing
Slate Creek LS Alarm	02/03/2017 02:55 PM	Alarm Testing
Well 2 Alarm	02/06/2017 08:38 AM	Low Chlorine
Slate Creek LS Alarm	02/15/2017 09:26 AM	Alarm Testing
Well 6R Alarm	02/15/2017 11:14 AM	Low Chlorine
Grinder 2 Alarm	02/16/2017 11:35 AM	Alarm Testing *
East Side LS Alarm	02/16/2017 12:47 PM	Alarm Testing
Horseshoe LS Alarm	02/16/2017 01:57 PM	Alarm Testing
Well 2 Alarm	02/19/2017 05:13 AM	<u>See attached letter</u> *
Slate Creek LS Alarm	02/19/2017 05:14 PM	See Note 1
Slate Creek LS Alarm	02/20/2017 07:10 PM	See Note 1
Well 6R Alarm	02/22/2017 08:58 AM	Low Chlorine
Well 2 Alarm	02/25/2017 12:17 PM	<u>See attached letter</u>
Well 2 Alarm	02/27/2017 08:52 AM	<u>See attached letter</u>
Well 2 Alarm	02/28/2017 08:21 AM	<u>See attached letter</u>

* Multiple alarms

<u>Communication > 30 min.</u>	<u>Date & Time</u>	<u>Reason</u>
Slate Creek LS	02/19/2017 05:14 PM	See Note 1
Slate Creek LS	02/21/2017 04:49 PM	See Note 2

NOTES:

1. A radio at Grinder 4 began failing, causing garbled communication to Slate Creek Lift Station. This caused false alarms on Feb. 19 and 20. I immediately notified Amador Water Agency that these were false alarms.
2. Shortly after the radio was replaced at Grinder 4, power went out, and we discovered that the old battery was not able to handle the new radios. We added a new power supply and batteries to handle the new radios.

WELL 2&3R MAINTENANCE ISSUES

March 4, 2017

Candi Bingham, General Manager
Members of the Board
River Pines Public Utility District
P.O. Box 70
River Pines, CA 95675

Dear Ms. Bingham and Members of the Board,

The Well 2 & 3R chlorine injection and monitoring system has been experiencing problems on and off since installation last year. Pressure regulators, check valves and tubing have failed repeatedly, but the cause has been a mystery.

In January, Greg and I were running tests to determine how to best implement better generator control, and discovered that when power is interrupted, the distribution piping experiences a severe water hammer. It appears that the water pressure spikes to 400-500 psi, which has the potential to rupture both the steel and PVC piping in the well system.

I immediately contacted Jesse Shaw at Toma & Associates, and we came up with a solution of adding a 10 gallon surge tank at the well building. The timing on adding the tank is urgent, given the number of power failures we are experiencing this winter.

There have been several more short power outages since our recommendation, and it appears that these water hammers have also been damaging the components in the chlorine system. On two successive Saturdays, the chlorine system stopped working entirely, and the Amador Water Agency was called out to make repairs. Due to their unfamiliarity with the system and not knowing about the water hammer damage, much time was wasted trying to stabilize the chlorine level.

This week, the problem occurred again while Greg was on duty. He was able to determine that the water hammer had damaged the chlorine injection system to the point where it was unable to work correctly when both wells were running. He dropped to a single well, and with the lower system pressure, the chlorine injection system was able to work. (see Fig. 1, next page)



Further, Greg also determined that the Well 3R flowmeter has been damaged by the water hammer as well. There is a check valve between the Well 2 flowmeter and the water hammer, but the Well 3R flowmeter is directly exposed to the water hammer.

It is my opinion that the recent damage to the injection system and flowmeter could have been prevented by prompt action to add the surge tank. I urge the District to act immediately to remedy this situation, and to commend Greg for his excellent detective work in identifying the cause of this problem.

The damage to the chlorine injection system and flowmeter needs to be repaired. The District currently has no spare pump or flowmeter- this would be an opportunity to purchase spares and repair kits.

Sincerely,

Brent Stewart, P.E.
Electrical Engineer

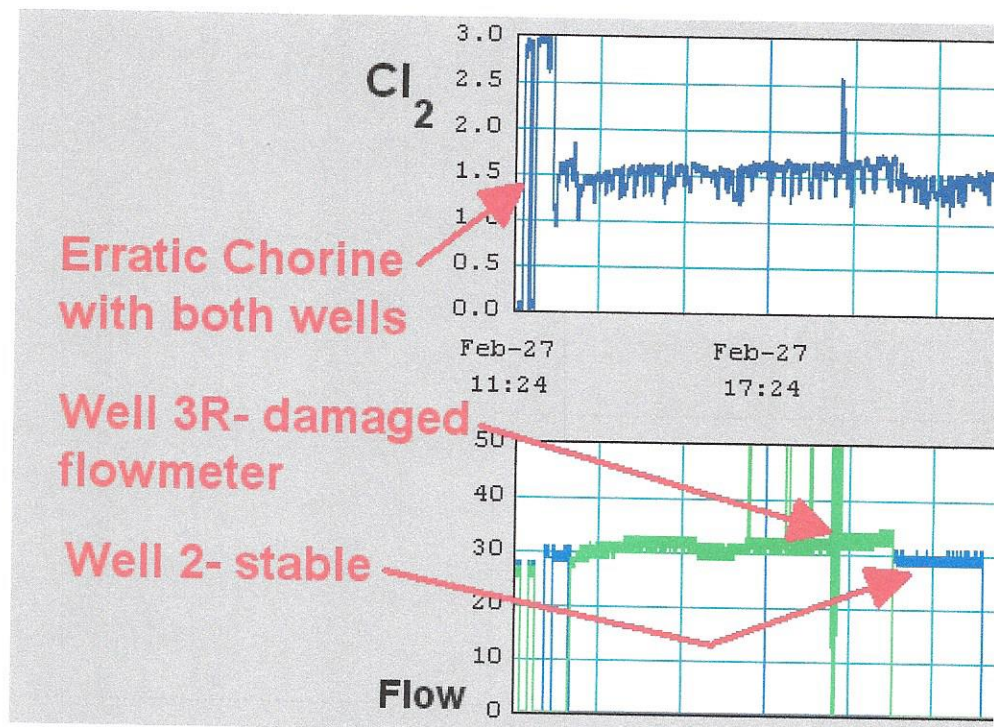


Fig. 1- Chlorine and Flow Levels - Feb. 27, 2017





GENERAL MANAGER'S REPORT

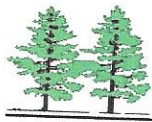
For the Month of: February 2017

1. Arranged for 42 yards of sand to be delivered for sandbagging sewer pond
2. Ordered 448 filled sandbags from Lowe's for sewer pond
3. CALFIRE sandbagged entire sewer pond
4. District Vehicle Repaired – Greg reported sensor light came on – bad sensor was replaced, ignition switch was broken, so was replaced, oil change, tires rotated
5. Submitted for to OES for storm reimbursement – included sandbagging expense, Emigrant Trail damage, and Spring Lane damage
6. February 21st – Ken Croyle inspected sewer facilities.
7. Emigrant Trail – 2.5 inch rock laid and graded
8. Met with Jack Scroggs – Surveyors still surveying. Having difficulties finishing due to wet weather. Aerial view completed. Jack met with Greg for new meter locations
9. Met with Aces Waste – received contract for review
10. CALFIRE Grant – curb-side chipping was completed. Brush and branches trimmed alongside the roads to
11. Still working on estimates for handicap ramp – estimates in the works, but I have not received them
12. Working on estimates for shop and slow sand filter building – One estimate received. Trying to get two more
13. Sent out Newsletter with the “billing” – included vote ballot for universal disposal – requested all be returned to the office no later then March 20th
14. Met with Union Rep – discussed personnel issues.
15. Handed out Form 700 to Board Members – Have only received one back - Due April 15th
16. Weekly Bank Deposits
17. Monthly Service Billing
18. Monthly Late Notices
19. Monthly 48 Hour Notices
20. Minutes

21. Agenda & Packets

Work in Progress:

1. Contract with Aces Waste
2. OES (Fema) – reimbursement/payment for storm damage
3. Amador LAFCO Project (ongoing) – working with Roseanne Chamberlain, Amador LAFCO Executive Officer – Will be on their March or April Agenda for approval.
4. Working on Office Manual – required for anyone who works the office
5. Working on Capital Improvement Plan – required by state
6. Working on Maintenance Schedule



RIVER PINES PUBLIC UTILITY DISTRICT

River Pines Public Utility District

March 8, 2017 Meeting

Agenda Item 10a

MEETING DATE: March 8, 2017
FROM: Candi Bingham, General Manager
SUBJECT: Well 2/3R Hammering Issue
AGENDA TYPE: Regular Meeting
ATTACHMENTS: No

RECOMMENDATION: n/a

BACKGROUND: Issue at Well 2 building is becoming an emergency problem. Briski Well Drilling gave an estimate for a 10-gallon tank to help relieve the pressure. Brent Stewart feels that this is adequate. Greg has spoken with KASL Engineering. Greg said they think it needs at least a 100-gallon tank.

I phoned Greg with Briski Well Drilling. He is going to come out on March 10th and look at the whole setup to see what is needed. He told me that with a 2inch pipe leading to the tank, it was never meant to run both wells at the same time. He also stated that he has seen where other facilities have installed an extra tank and that did not fix the problem.

He is going to ask Brent Stewart and Greg to be present when he arrives.

DISCUSSION: Once a remedy has been determined, would the Board like to have a Special Meeting to vote on the resolution? Would the Board wish to give approval for "x" number of dollars and let it get fixed right away?

BUDGET IMPACT: Briski's first estimate was for \$1,142.27. This included parts and installation based on a 10-gallon tank. He is thinking it could be more of a valve issue.

**RIVER PINES PUBLIC UTILITIES DISTRICT
and
ACES WASTE SERVICES, INC.**

**FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION,
DISPOSAL AND RECYCLING SERVICES**

This Franchise Agreement for Solid Waste Collection, Disposal and Recycling Services ("Franchise Agreement") is made and entered into effective March 1, 2017 ("Effective Date") between the RIVER PINES PUBLIC UTILITIES DISTRICT ("District"), a Public Utilities District formed under the laws of the State of California; and ACES WASTE SERVICES, INC. ("ACES" or "Contractor"), a California corporation.

WHEREAS, for its public health, safety and welfare, District desires to take a broader scope and authority over solid waste and recycling collection and disposal in the District area pursuant to Public Utilities Code §16461.

WHEREAS, the District intends on implementing universal solid waste service for its residents for the same reasons set forth above.

WHEREAS, contingent upon District implementing universal solid waste collection service for its residents, District desires to utilize ACES, and ACES desires to provide the collection and disposal of all solid waste and recyclables, as further defined herein, accumulated in District and any service area over which District has jurisdiction.

WHEREAS, the District enters into this Franchise Agreement with ACES on the terms and conditions set forth below and otherwise provided for herein; and

NOW, THEREFORE IT IS HEREBY AGREED between the parties hereto as follows:

ARTICLE A. DEFINITIONS.

Agreement. Agreement means this Franchise Agreement, including all attachments and future amendments.

Applicable Law. Applicable Law means all laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the collection, handling, processing, and disposition of Solid Waste and Recyclables that are in force on the Effective Date and as they may be enacted, issued, or amended during the term of this Agreement.

Bin. Bin means a front-loaded or otherwise receptacle provided by the Contractor upon Customer or District request and serviced weekly by ACES' collection trucks.

Bulky Waste. Bulky Waste means large items of Solid Waste such as appliances, furniture, branches, and other oversize wastes whose large size precludes or complicates their placement in containers or handling by normal collection, processing, or disposal methods, but excluding Excluded Waste; C&D Debris, items larger than five cubic yards or heavier than 500 pounds; and items of excessive size or density, such as engine blocks, spas, boats, and trailers.

Cart. Cart means an industry standard receptacle for disposal of residential Solid Waste and Recyclables. A Cart may have wheels and has a handle for ease of movement and a tight-fitting, attached lid and is designed to be dumped manually or mechanically into a Solid Waste Collection vehicle.

Collection, Service, or Collection Service. Collection, Service, or Collection Service means all or any part of the activities involved in the Collection of Solid Waste, and/or Recyclable Materials specified in this Agreement and their transportation to a Designated Disposal Site or Recyclables Processing Facility.

Commercial Customer. Commercial Customer means a Customer that receives Commercial Service, including, but not limited to, those Multiple-Family Dwellings that use Bin, Debris Box or Compactor Service.

Commercial Premises. Commercial Premises means all industrial, manufacturing, and warehouse establishments; wholesale and retail stores; service establishments; professional offices; other business establishments; government facilities; schools; and construction sites.

Commercial Recycling. Commercial Recycling means the collection, processing, and marketing of those Recyclable Materials that are collected from Commercial Customers under this Agreement.

Commercial Service. Commercial Service means Bin or Cart Service provided under this Franchise to Commercial Premises and Bin Service provided to Multiple-Family Dwellings.

Contractor Service Fee. Contractor Service Fee means the compensation provided to the Contractor for Services performed pursuant to this Agreement.

Construction and Demolition Debris or C&D Debris. Construction and Demolition Debris or C&D Debris means waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition operations on pavements and on houses, commercial buildings, and other structures, but not including any Excluded Waste.

Contractor. Contractor means ACES Waste Services, Inc.

Curbside. Curbside means that part of a property, located at the edge of the public street where it meets the curb, without blocking sidewalks, driveways, or on-street parking.

Customer. Customer means an individual or entity that receives any services provided by the Contractor. Customer shall also mean the person, organization, or corporation receiving services to which billing statements are sent. Customer also means those generators of Recyclable Materials in the District to whom the Contractor provides collection service under this Agreement.

Designated Disposal Site. The Designated Disposal Site means a transfer station or sanitary landfill designated by ACES for delivery of Solid Waste collected by the Contractor under this Agreement.

Disposal. Disposal means the final disposition of Solid Waste collected by the Contractor, whether occurring at the Designated Disposal Site or after subsequent delivery to a different facility.

District. District shall mean the River Pines Public Utility District.

District Charges. District Charges means any charges that the District includes in the Rates, if elected, in addition to the Contractor Service Fee to cover District-related programs, administrative costs, and/or other expenses.

District Representative. District Representative means the District Manager, or designee.

Effective Date. Effective Date means March 1, 2017.

E-Waste. Electronic Waste or E-Waste means waste containing or consisting of electronic devices and components, such as computers, monitors, terminals, computer cards and components, computer peripheral devices, main frame computers, keyboards, mice, printers and scanners, mini-systems, power supply units, servers, connectors/cables, storage discs, consumer electronics, printed circuit boards, televisions, chips and components, cellular and other phones, telecommunications equipment, and fax machines and copiers, but not including Excluded Waste.

Excluded Waste. Excluded Waste means Hazardous Waste; Medical and Infectious Waste; volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material; waste that the Contractor reasonably believes would, as a result of or upon disposal, be a violation of local, state, or federal law, regulation, or ordinance, including land use restrictions or conditions; waste that cannot be disposed of in Class II or Class III landfills; waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose the Contractor or the District to potential liability; and Special Waste. Excluded Waste includes Batteries (except automobile batteries); Thermostats; Lamps with fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and other lamps with hazardous waste characteristics; Cathode ray tubes; Aerosol cans; Mercury-containing items, including light switches, pressure gauges, and thermometers; Appliances, devices, and other objects containing electronic components, including (but not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCRs, and televisions and E-Waste; and Prescription and non-prescription

drugs. Excluded Waste does not include de minimis volumes or concentrations of waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe collection, recycling, treatment, and disposal of Household Hazardous Wastes in compliance with Sections 41500 and 41802 of the California Public Resources Code.

Franchise. Franchise means the rights granted to and responsibilities assumed by the Contractor under the terms and conditions of this Agreement.

Franchise Materials. Franchise Materials means all Solid Waste and Recyclable Materials, including C&D Debris, generated in the District and included within the Franchise.

Franchise Services or Services. Franchise Services or Services mean all of the duties and obligations of the Contractor hereunder as stated in this Agreement.

Hazardous Waste. Hazardous Waste means a waste, or combination of wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may do either of the following:

- (1) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness.
- (2) Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed. (California Public Resources Code Section 40141.)

Household Hazardous Waste. Household Hazardous Waste shall have the meaning set forth in Title 14, California Code of Regulations, Section 18502 or successor laws and regulations as may be amended from time to time.

HDPE (High Density Polyethylene). HDPE means a recyclable plastic that includes, but is not limited to, milk jugs.

Medical and Infectious Waste. Medical and Infectious Waste means biomedical waste generated at residences in excess of legal limits or at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments.

Multiple-Family Dwelling. Multiple-Family Dwelling means any building or structure, or portion thereof, used for residential purposes and having two (2) or more distinct living units. Multiple-Family Dwellings, at the Customer's request, may be provided with Residential Service using Carts or with Commercial Service using Bins.

Parties. Parties means the District and the Contractor.

PET (Polyethylene, Terephthalate). PET means a recyclable plastic that includes, but is not limited to, 2-liter soda bottles.

Processing or Process. Processing or Process means treatment, sorting, or other activities intended to improve the market value of Recyclables.

Rates. Rates mean the Contractor Service Fees plus any District Charges for Franchise Service, if elected, collected by the District or Contractor, pursuant to Article G. Section 6 of this Agreement, from each Customer receiving service under this Franchise.

Recycle, Recycling, or Recycled. Recycle, Recycling, or Recycled means the process of separating, collecting, sorting, cleansing, treating, reconstituting, or otherwise processing materials that are or would otherwise be disposed of in a landfill and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

Recyclable Materials or Recyclables. Recyclable Materials or Recyclables means those materials that may be separated on a commercially reasonable basis from Solid Waste and returned to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Subject to mutually agreed revision by the Parties, Recyclable Materials or Recyclables include, food waste, newspaper (including inserts, coupons, and store advertisements), corrugated cardboard, mixed waste paper (including office paper, computer paper, magazines, junk mail, catalogs, Kraft bags and Kraft paper, paperboard, egg containers, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, and cereal and other similar food boxes), glass containers (including colored glass bottles and jars), aluminum (including beverage containers, foil, food containers, and small scrap metal), plastic milk and juice containers, steel or tin cans, small scrap metal, PETE and HDPE plastic containers (natural and colored), used motor oil and oil filters, and any other commercially viable recyclable materials mutually agreed to by the Contractor and the District.

Recyclables Processing Facility. Recyclables Processing Facility means a facility used for handling, processing, and preparing collected Recyclable Materials for marketing.

Residential Customer. Residential Customer means a Customer that receives Residential Service, including those Multiple-Family Dwellings that use Cart service.

Residential Recycling. Residential Recycling means the collection, processing, and marketing of those Recyclable Materials that are collected from Residential Customers under this Franchise.

Residential Service. Residential Service means Collection Service normally provided under this Franchise to all Single-Family Residences and those Multiple-Family Dwellings that receive Cart service.

Service Area. Service Area means the jurisdictional boundary of the District, including all areas hereafter annexed or otherwise added to the territorial limits of the District.

Single-Family Residence. Single-Family Residence means any one-unit house or mobile home, and any building or structure, or portion thereof, that is used for residential housing purposes and has two (2) or fewer distinct living units.

Solid Waste. Solid Waste means and includes all forms of residential and commercial waste generated within District limits and intended for disposal. Solid Waste includes all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, construction and demolition waste and debris (C&D Debris), abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes. Excluded from the definition of Solid Waste are Excluded Waste and Recyclable Materials. Notwithstanding any provision to the contrary, "Solid Waste" may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of Household Hazardous Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.

State. State means the State of California.

Transport. Transport means the hauling of Solid Waste to a Designated Disposal Site and of Recyclables to a Recyclables Processing Facility

Uncontrollable Circumstances. Uncontrollable Circumstances means any acts of god or nature, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions; sabotage; civil disturbances; acts of a public enemy; wars; blockades; riots; eminent domain; condemnation or other taking; or other events of a similar nature, not caused or maintained by the District or the Contractor, which event is not reasonably within the control of the Party claiming the excuse from its obligations due to such event, to the extent such event has a material adverse effect on the ability of a Party to perform its obligations thereunder. Events which could have been prevented by reasonable precautions, including compliance with agreements and Applicable Law, shall not be considered an Uncontrollable Circumstance. Labor unrest, including but not limited to, strike, work stoppage or slowdown, sickout, picketing, or other concerted job action lawfully conducted by the Contractor's employees or lawfully directed at the Contractor or a subsidiary are not considered

ARTICLE B. REFUSE COLLECTION AREA.

The collection area for the collection of refuse by Contractor as herein provided is described as follows:

All residential, commercial, and industrial areas within the boundaries of the River Pines Public Utilities District as they existed on the effective date of this Franchise Agreement, and as they may be hereafter modified or increased by annexation or de-annexation. Territory annexed to the District shall be added to the franchise area granted by this Agreement, and Contractor shall be permitted to adjust rates to be consistent with his corresponding schedule within said area.

ARTICLE C. FRANCHISE PURPOSE, TERM, AND COMMENCEMENT

1. **Exercise of District Rights.** District chooses to exercise its authority under Public Utilities Code §16461 and any other applicable law to grant an exclusive franchise to ACES for the collection and disposal of all solid waste, garbage, refuse, construction and demolition debris and recyclable materials as more fully set forth herein. Notwithstanding this grant of franchise, District retains and reserves to itself the full authority to regulate and control activities of the franchise, including termination and suspension. To the maximum extent allowed by law, District shall provide for franchisee control of all solid waste, garbage, refuse, construction and demolition debris and recyclable materials upon relinquishment of ownership by placement in the refuse collection and disposal system operated by franchisee.

2. **Exclusive Franchise.** District grants to Contractor the exclusive right to collect and dispose of all solid waste and recycling within District for a term of ten (10) years, the period commencing upon the operational date of this Franchise which is March 1, 2017 and continuing to and including February 28, 2027 (“Initial Term”). ACES has the option to extend the Agreement for one additional (10) ten-year term (“Extended Term”). The Extended Term shall automatically commence upon the expiration of the Initial Term ACES shall give 180 days’ written notice to District of intent to exercise option. ACES shall not have the option to extend the Agreement under this Section if it is in breach or default of any provision of this Agreement.

ARTICLE D. REPRESENTATIONS, WARRANTIES AND COVENANTS

1. **Representations and Warranties of Contractor.** Contractor hereby makes the following representations and warranties for the benefit of the District as of the effective date of this Agreement:

- A) Contractor is duly organized and validly existing as a corporation in good standing under the laws of the State of California;
- B) Contractor has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement by all necessary and proper action by its Board of Directors, or by its shareholders, if necessary;

- C) The person signing this Agreement on behalf of the Contractor is authorized to do so, and this Agreement has been duly exercised and delivered by Contractor in accordance with the authorization of its Board of Directors or by its shareholders, if necessary, and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms;
- D) Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder conflicts with, violates, or will result in a violation of any existing applicable law;
- E) Contractor has sufficient financial resources to perform all aspects of its obligations hereunder;
- F) Contractor has the expert, professional and technical capability to perform all of its obligations under this Agreement.

2. **Representations and Warranties of the District.** The District hereby makes the following representations and warranties to and for the benefit of Contractor as of the effective date of this Agreement:

A) The District is a California Public Utilities District, duly organized and validly existing under the laws of the State of California, with full legal right, power and authority to enter into and perform its obligations under this Agreement;

B) The Party executing this Agreement on behalf of the District is duly authorized by the District Board of Directors to do so. This Agreement constitutes the legal, valid and binding Agreement of the District and is enforceable against the District in accordance with its terms.

2. C) In return for the negotiated rates, the District shall actively enforce its universal solid waste collection service against non-compliant residents and agrees District shall guarantee ACES' services rates due, on a monthly basis, for services provided to District residents. District and ACES further agree that if an unreasonable number of residents remain non-compliant or in arrears on payments, the mutual intent of this Agreement is frustrated and ACES may renegotiate its rates or other provisions of this Agreement upon thirty (30) days written notice to the District. Written notice must set forth reasonable facts for renegotiation request under this provision. District must renegotiate the rates or other provisions of the Agreement in good faith. If renegotiation of rates is not completed within thirty (30) days following the written notice or District fails to compensate ACES for services provided to District residents, ACES may opt out of this Agreement.

3. **Contractor's Covenants.** Contractor covenants it shall obtain and deliver to District within 15 days of the Effective Date, the following documents;

A) Certificates of Insurance. Contractor shall furnish the District with satisfactory Certificate(s) of Insurance in the form and according to the provisions of Article F of this Agreement. Such certificates shall be signed by Contractor's insurer, and shall clearly state the types of and amounts of coverage required under Article F, the effective dates and expiration dates of the policies, and all required endorsements.

4. **District Option to Terminate.** If the foregoing documents are not delivered to District in satisfactory form within 15 days of the Effective Date, District may terminate this Agreement with absolutely no continuing obligations to contractor and with resort to the rights and remedies provided for in Article M, Section 2 hereof.

ARTICLE E. COMPLIANCE WITH LAW, PERMITS

1. **Compliance with Law.** Contractor shall comply, at its expense, fully and faithfully with all local, state and federal and state laws, ordinances, regulations and permit requirements, as they may be amended from time to time, applicable to its performance under this Agreement or in any way related to Contractor's performance of the services required under this Agreement; including but not limited to local, state, and federal laws, ordinances and regulations relating to collection, disposal and processing of solid waste, recyclables, and yard waste; and laws, ordinances and regulations relating to protection of the environment. Without limiting the generality of the foregoing, Contractor shall, at its sole expense, prepare and complete, or arrange for the preparation and completion, of, any environmental impact report or other environmental reviews required under applicable local, state and federal law for the construction, modification or operation of physical plants, if any, necessary to perform the services provided under this Agreement.

2. **Permits, Authorizations, Licenses.** Contractor shall obtain and shall maintain throughout the term of this Agreement, at Contractor's sole expense, all necessary permits, licenses, inspections and approvals required for Contractor to perform all the work and services agreed to be performed by Contractor pursuant to this Agreement. Contractor shall show proof of such permits, licenses, or approvals upon the request of the District.

ARTICLE F. INDEMNIFICATION AND INSURANCE

1. **Contractor's Duty to Indemnify District.** To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless the District, its agents, officers, employees, successors, and appointed and elected officials (collectively, "Indemnitees") from and against all liabilities, claims, suits, allegations, actions, damages, interest, penalties, fines, and/or causes of action (collectively "claims") arising from or in connection with Contractor's exercise of the franchise, or which are caused by Contractor's failure to comply with laws legally binding on Contractor which are described in Article E. Contractor shall to the maximum extent allowed by law, indemnify and hold harmless the Indemnitees from and against all costs of investigations, litigation, negotiation or alternative dispute resolution; counsel fees' expenses incurred in

obtaining expert testimony and the attendance of witnesses; and all other expenses and liabilities incurred in connection with the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered thereon, except to the extent such claims arise solely out of the active negligence or willful misconduct of the District. In the event of legal challenge to the issuance of this franchise, District shall be responsible for defense of any legal action arising from allegation of procedural irregularities in the granting of the franchise. Franchisee shall be responsible for, and shall indemnify and hold District harmless from, any legal action arising from the award of this franchise to franchisee, including any allegation of unfair business practices in the obtaining of the franchise, save and except for any procedural irregularities in granting the franchise. The District shall provide Contractor with prompt notice of any claims, and Contractor may assume the defense of any claim. Contractor shall have authority to settle any claim, provided such settlement fully releases and extinguishes Indemnitees' alleged liability under the claim. The provisions of this subsection shall survive the termination of this Agreement.

2. **Insurance.** Irrespective of, and in addition to, the indemnity and hold harmless provisions set forth above, Contractor shall secure and maintain throughout the course of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of insurance, as of the commencement date of this franchise, shall be included in the Contractor's fixed price for provision of service hereunder.

A) **Comprehensive General Liability Insurance.** Contractor, at its own expense, shall maintain liability and property damage insurance and for the period covered by this Agreement in the amount of Two Million dollars (\$2,000,000) per occurrence combined single limit coverage. The amount of this coverage may be increased upon mutual Agreement of the parties, and the costs of such increases shall be considered during District Council review of any rate increases sought by Contractor. Such coverage shall include, but not be limited to, protection against claims arising from: Bodily and personal injury, including death resulting therefrom; damage to property resulting from activities contemplated under this Agreement; product liability; and claims relating to completed operations. The District, its officers, employees, appointed and elected officials, agents and volunteers (collectively "Insured Parties") shall be named as additional insureds for all liability arising out of: activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to the Insured Parties. The policy shall stipulate that this insurance is primary insurance and that no other insurance carried

by the District will be called upon to contribute to a loss suffered by Contractor hereunder. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the District and shall provide that written notice must be given to the District thirty days prior to policy cancellation by certified mail, return receipt requested. Contractor shall notify the District within ten days of its knowledge of any material change in coverage.

B) Automobile Liability Insurance. Contractor, at its own expense, shall maintain automobile liability insurance for the period covered by this Agreement in the amount of Two Million Dollars (\$2,000,000) per occurrence combined single limit coverage for personal and bodily injury and property damage. The amount of this coverage may be increased upon mutual agreement of the parties; the costs of such increases shall be considered during District Council review of any rate increases sought by Contractor. The District may require increases in the amount of coverage on an annual basis proportionate to inflation in the regional Consumer Price Index. Such coverage shall include, but shall not be limited to, the use of owned and non-owned automobiles. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the District and shall provide that written notice must be given to the District thirty days prior to policy cancellation by certified mail, return receipt requested. Contractor shall notify the District within ten days of its knowledge of any material change in coverage.

C) Worker Compensation Insurance. Contractor, at its own expense, shall carry and maintain full Worker Compensation Insurance, as required by the California Labor Code and Employer's Liability insurance with limits as required by law. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the District. Such policies shall provide that written notice must be given to the District thirty days prior to cancellation by certified mail, return receipt requested. Contractor shall notify the District within ten days of its knowledge of any actual or impending material change in coverage under insurance policies or self-insurance programs.

D) Non-renewal or Cancellation. Upon notification of receipt by the District of a notice of cancellation, material change in coverage, or expiration of policy(ies), Contractor shall file with the District a certified copy of a new or renewal policy(ies) and certificates for such policy(ies) satisfactory to the District.

E) Failure to Comply. If at any time during the term of the Agreement, Contractor fails to comply with the provisions of Article F (3), the District may, in addition to any other remedy available to District, take out and

maintain, at Contractor's expense, such insurance as the District may deem proper and charge the cost thereof to the Contractor.

F) Copies of the initial certificates of insurance, policy endorsements are attached hereto and incorporated herein by reference as Attachment 3.

ARTICLE G. SERVICES TO BE PERFORMED BY CONTRACTOR

1. **General.** The Contractor shall, in accordance with the terms of this Agreement, Applicable Law, and best industry practices, provide all labor, materials, facilities, services, and equipment necessary to:

- Collect, transport, and dispose of all Solid Waste;
- Collect, transport, process, recycle, and market all set-out Recyclables in the District Area;
- Provide public education and Customer Services within the District. The following Sections describe these services.

2. **Solid Waste Collection.**

(a) Residential Service. The Contractor shall, once per week, collect the Solid Waste which has been placed at Curbside prior to the Contractor's normal weekly collection time. ACES shall charge the rates for the cart sizes as set forth in Attachment 1. Contractor shall provide and replace damaged and defective Carts to Customers for Recyclables at no charge. In the event the damage to the Cart is caused by Customer, Contractor may charge Customer for the cost of the replacement Cart. In addition, upon request, the Contractor, without expense to the District or Customer, shall provide a Solid Waste Cart to a new Residential Customer that has no such container within five (5) working days after notice, of, or request for, service, or in the case of annexations, within fourteen (14) days of the annexation effective date.

(b) Commercial Service. The Contractor shall provide Solid Waste collection service to Commercial Customers as often and as otherwise requested by the Customer or required by the District. Contractor shall provide any with Bins in the sizes set forth in Attachment 2. Customers shall be responsible for sanitation and deodorizing of such Bins.

(c) Bin Service. ACES shall provide bin service to any customer upon request and shall charge a reasonable rate not to exceed its maximum rate charged to any other Amador County residents for same service. Rates set forth in Attachment 1.

(d) Cleanup. The Contractor shall be responsible for cleanup of any Solid Waste dropped or spilled by its employees or agents during collection or transport.

(e) Non-Collection Due to Non-Payment by Customer. The Contractor shall not be required to collect Solid Waste from a Customer if the Customer's account is in arrears beyond thirty (30) days. Nothing in this provision shall affect

District's guaranteed payment, pursuant to Article D. Section 2(C) of this Agreement, of ACES' services rates due, on a monthly basis, for services provided to District residents.

3. **Recyclable Materials Collection.**

(a) Residential Recycling. The Contractor shall collect, process, recycle, and transport Recyclables placed Curbside in Recyclables Carts from all Residential Customers at least once every other week on the same day as Solid Waste collection provided that Recyclables collection service. Contractor shall provide and replace damaged and defective Carts to Customers for Recyclables at no charge. In the event the damage to the Cart is caused by Customer, Contractor may charge Customer for the cost of the replacement Cart. In addition, upon request, the Contractor, without expense to the District or Customer, shall provide a Solid Waste Cart to a new Residential Customer that has no such container within five (5) working days after notice, of, or request for, service, or in the case of annexations, within fourteen (14) days of the annexation effective date. Cart sizes shall be agreed upon by ACES and District and listed in Attachment 2.

(b) Commercial Recycling. The Contractor shall collect, process, recycle, and transport Recyclables from all Commercial Customers that participate in Recycling service. Recycling Containers shall be provided within fifteen (15) working days of sign-up and Customer's provision of a proper site. Available cart sizes shall be the same as set forth in Attachment 2 for Residential Recycling.

(c) Cleanup. The Contractor shall be responsible for cleanup of any Recyclables dropped or spilled by its employees or agents during collection or transport.

(d) Non-Collection Due to Contamination. The Contractor shall not be required to collect Recyclables from a Cart if the Recyclables are commingled with Solid Waste. In the event the Recyclables and Solid Waste are commingled to the extent that they cannot reasonably separated by the Contractor or the nature of the material renders the Recyclable Materials contaminated by definition under the Public Resources Code, California Code of Regulations, the Contractor will leave the material in the Cart and will leave a non-collection notice explaining the reason for non-collection of the Solid Waste and Recyclables. Contractor may, at its sole discretion, collect the contaminated materials and charge Customer for the collection and disposal thereof as Solid Waste. ACES shall have the discretion to discontinue recycling service to any habitual violator of this sub-section (any customer exceeding 4 weeks in any month or 8 weeks in any year, whether continuous or not). ACES shall notify District of any habitual violator.

(e) Non-Collection Due to Non-Payment by Customer. The Contractor shall not be required to collect Recyclable Materials from a Customer if the Customer's account is in arrears beyond thirty (30) days.

4. **Bulky Item Collection.** Contractor shall collect Bulky Items, not to exceed one (1) cubic yard in size or material, from all Customers upon request at the

Rates set forth in Attachment 1. However, Contractor shall provide one annual clean-up week to all Customers without charge, which shall include free Bulky Item collection not to exceed one (1) cubic yard in size or material. Contractor shall notify Customers of the free clean-up week which shall include at a minimum notice by inserts in Customers' billing statements the billing cycle prior to the clean-up week.

5. **C&D Debris.** ACES has the exclusive right to collect C&D Debris in the District Area. Contractor shall collect C&D Debris from all Customers upon request. ACES shall charge customers for C&D Debris collection at the rates set forth in Attachment 1. Rates for collection of C&D Debris may be raised by ACES no more than once per annum. Rates for collection of C&D Debris within the District shall not exceed the maximum rates charged for any other resident of Amador County and are set forth in Attachment 1.

6. **Special Billing Provision.** ACES shall provide customer billing for the first six (6) months of the initial term starting on the effective date using its normal billing practices in order to manage the implementation of the new universal service for District residents. Upon the expiration of the first six (6) months of the initial term, District shall assume customer billing. ACES shall provide all necessary customer data and assist District as District may request in implementation of District customer billing.

ARTICLE H. COLLECTION OPERATION DUTUES

1. **Frequency of Collection.** Contractor shall make at least one weekly collection of all refuse from all residential, commercial and institutional subscribing customers within the collection area unless otherwise approved by the District. The pickup days and schedule shall be designated by Contractor and shall not be changed by him without at least 30 days prior written notice to the District and the customer affected by any such change.

2. **Equipment.** The equipment shown on the Equipment List, attached hereto as Attachment 2 and incorporated herein by reference, shall be maintained at all times during the term hereof, unless said equipment is replaced with comparable or better equipment. All equipment used by Contractor for the collection and hauling of garbage shall be of the watertight "compactor" type truck. Equipment used exclusively for the collection of refuse may be of any suitable type but shall be provided with coverings to adequately contain the refuse within the truck body. Contractor shall maintain all trucks in a clean and sanitary condition, and shall have clearly visible an insignia and telephone number on each truck designating the name of the Contractor. Contractor shall clean the inside of the trucks regularly after dumping, and shall keep the outside of the bodies free from dirt and filth.

3. **Hours of Collection.** Refuse collections shall generally commence at 7:00 a.m., but Franchisee may, if reasonably required, commence pickup at 6:00 a.m. in residential areas. Such collection may be made in any commercial and industrial districts, except the "downtown" area, at any time subject to such reasonable

modifications of collection periods as may be imposed by the District. Collections in the "downtown commercial area" shall occur prior to 12:00 p.m. No regularly scheduled residential collections shall be made on Saturdays or Sundays, and no regularly scheduled collections may be made on Sundays. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited.

4. **Standard of Care.** Contractor shall not litter in the process of making collection from any residence or business, nor allow any refuse to blow or fall from any vehicle used for collections. Contractor shall repair or replace at its expense containers damaged as a result of its negligent handling thereof, reasonable wear and tear excepted. Contractor shall replace lids or covers on containers immediately after emptying.

5. **Customer Complaints and Business Office.** District and ACES shall supply each other with copies of all complaint reports and information as to their disposition received by either during their respective billing periods as described above in Article G. Section 6. of this Agreement. All complaints shall be processed within a reasonable amount of time. District and ACES shall work together to provide prompt notice to one another of any complaints received. Contractor agrees to establish and maintain at a designated location a satisfactory business office in which its business operations shall be conducted, and public access during normal business hours is provided. Nothing contained herein shall prevent Contractor from discontinuing service for customer nonpayment.

6. **Disposal Operations.** All refuse collected in the area described herein by Contractor shall be disposed of at a licensed transfer station, solid waste facility, landfill or recycling/processing facility as designated by ACES. Refuse will only be disposed of in landfill sites having all the necessary permits and approvals of any administering jurisdiction.

7. **Expected Performance Level.** Contractor understands and acknowledges that every detail of this solid waste handling operation is important to the District for the protection of the health and safety of its residents. Therefore, Contractor agrees to and shall develop and maintain a high and uniform level of orderly and uninterrupted service, cleanliness, appearance, well maintained equipment and responsible training and business techniques which will protect and enhance customer needs and contribute to the service reputation of the District and this franchise system. Accordingly, Contractor agrees:

A) To hire and carefully supervise efficient, competent, sober and courteous operators and employees for the conduct and operation of the business;

B) To maintain all equipment shown on the Equipment List (Attachment 2), to conform with public health standards of cleanliness and neatness, including regular disinfecting and cleaning of each truck.

C) To purchase and maintain said equipment in a manner capable of satisfying all of the District's standards and meeting all customer needs. Normal downtime for repairing and service of said equipment is not a material failure to perform the work.

D) Contractor shall comply, as a part of Contractor's duties hereunder, with all State, Federal, Regional or other appropriate governmental authorities, rules and regulations relating to resource reduction and/or recycling.

ARTICLE I. RATES.

1. **Rates.** For all services required to be performed under this Franchise, Contractor shall not charge any amount in excess of the rates fixed pursuant to the Rate increased prior to July 1 2018. The second year of this contract will be treated as Rate Year 2 for the purposes of the Rate Adjustment Process described below. Rate increases/decreases in all RRI years and the Detailed Rate Review shall be conducted concurrently with the County of Amador's established audit/rate schedule.

2. **Rate Adjustment Methodology.** The Rate Adjustment Process will be on a three-year cycle with a cost based adjustment (Detailed Rate Adjustment) in Rate Year 1 followed by Indexed Rate Adjustments (Refuse Rate Index) in Rate Year 2 and Rate Year 3. The cycle will then repeat with a Detailed Rate Adjustment in Rate Year 4 and so forth in successive years.

Detailed Rate Adjustments under the Agreement shall occur in the same years, and simultaneously with, detailed rate adjustments that occur in accordance with Contractor's separate Franchise Agreement with the County of Amador, if Contractor is providing franchise service to the County. The Parties recognize that coordinating the District's and County's detailed rate reviews in this manner will provide efficiency in the review process, achieve an economy of scale in the review, and result in lower review costs. For purposes of this Agreement, and to conform the District's rate-review schedule to the County's schedule, a Detailed Rate Review shall be conducted for Calendar Year 2017 (i.e. July 1, 2015 through June 30, 2016), which shall be treated as a Rate Year 1. Calendar Year 2016 will be considered a Rate Year 2 and Calendar Year 2017 will be considered a Rate Year 3. Notwithstanding the foregoing, or any provision of the Agreement to the contrary, the parties shall mutually have the right to waive a Detailed Rate Review for any year for which such a review would be required. If the parties mutually elect to waive a Detailed Rate Review, any adjustment in rate for that year shall be adjusted pursuant to the Refuse Rate Index, as the Agreement provides. If the parties mutually elect to waive a Detailed Rate Review for a particular year, a Detailed Rate Review shall not occur until the next regularly scheduled year in which a Detailed Review would be authorized under this Section (i.e., every third year, after two successive years of adjustments per the Refuse Rate Index). Any costs attributable to DRR and RRI will be direct 'pass throughs.

Rate
increase
2018

A) DETAILED RATE REVIEW. A Detailed Rate Review will be performed in each Rate Year that requires a Detailed Rate Adjustment.

Non-Allowable Expenses

1. Fines.
2. Liquidated Damages.
3. Penalties and Violations.
4. Income Taxes.
5. Charitable or Political Contributions (including CRRC PAC Expense; CRRC dues other than PAC expenses are an “Allowable Expense”).
6. Good Will.
7. Employee free services in excess of normal weekly garbage service and limited roll off service (debris box/employee/year).
8. Related party charges in excess of that which would otherwise reasonably be charged by an unrelated party.
9. Long-term rental or lease charges for collection vehicles or equipment which are greater than the cost of acquisition (although normal interest/financing charges and costs borne by the leasing/rental company that would normally be the responsibility of the hauling company if they owned the assets directly. These costs include but are not limited to license fees, property taxes, insurance, repairs and maintenance).
10. Costs that are not reasonable or necessarily incurred in the performance of the services provided in accordance with the Franchise Agreement.
11. Unless specified in this section, all other reasonable or necessary expenses incurred by ACES in the performance of the services provided in accordance with the Franchise Agreement are allowable.

Pass Through Costs and Expenses (Not Subject to Profit)

1. Third-party Transfer, Processing and Disposal Expenses (ACES material transport costs are an “Allowable Expense”).
2. Host Fees, Franchise Fees, and Administration Fees.
3. Regulatory or Other Fees.
4. Third-party Rate Review Costs. The cost of third-party review shall be passed through to ratepayers over a period of three years, commencing in the fiscal year that follows final completion of the DRR, and recovered in equal quarterly installments during each fiscal year.
5. Reimbursement for expenses of Proposition 218 compliance.

Other Allowable Expenses. Reasonable Franchise-related Marketing Expense, Promotional Expense and Travel Expenses are Allowable Expenses.

Variance Analysis. ACES to provide line item revenue and expense variance analysis for prior 4 years (since last Detailed Rate Review) and provide explanation of significant variances as part of Detailed Rate Application.

Other Terms Related To Profit

1. Eighty Seven point Five percent (87.5%) Operating Ratio contingent upon the District's compliance with all terms and conditions of the Franchise Agreement and any and all other related requirements. Determination of compliance shall rest solely with the District.
2. Basis for Rate Adjustment Calculation. The rate adjustment for the Current Year is to be based on the Rate Adjustment Methodology applied to the results for the Prior Year (e.g., FYE 2017 Actual results will serve as the basis for 2018 Rate Adjustment)

Schedule for Annual Rate Adjustments

1. Detailed and Indexed Rate Applications due to District by March 15th
2. Detailed Rate Review to be completed by May 1st.
3. Rate Adjustment to become effective on July 1st.

Other Terms Related to Detailed Rate Adjustment

1. ACES to provide Income Statements annually including Indexed Rate Adjustment Rate Years.
2. Income Statement to be audited for Detailed Rate Review year only (with exception of Material Sales Revenues which District reserves the right to have audited every year).
3. Notwithstanding the Schedule for Annual Rate Adjustments, if an extraordinary or unanticipated event should occur, including change in law, new or increased/decreased governmental or regulatory fees or tip fees or other event that materially affects ACES' compensation and over which they have no control, then ACES or District may request an Interim Compensation Adjustment. At the District's discretion, the Interim Compensation Adjustment may be incorporated into the base rate, but not more frequently than quarterly. ACES shall clearly document the reason for the proposed adjustment, calculation of the proposed cost adjustments and supporting documentation. The District reserves the right to determine what constitutes a material affect that would trigger an Interim Compensation Adjustment as a result of events

- other than a change in law, increase/decrease in governmental or regulatory fees or tip fees.
4. There are to be no Balancing Accounts associated with the Rate Adjustment process. Either party may request a full cost based rate application (Detailed Rate Review) in place of an Indexed Rate Application. If allowed, any associated third party cost in excess of \$5,000 is to be paid by the party making the request.
 5. ACES is to identify any revenues and/or expenses that are allocated and identify the specific allocation methods. District reserves the right to review any such allocations for reasonableness.
 6. District reserves the right to review ACES' franchised operations to obtain assurances that ACES is operating in a cost effective manner. District recognizes that there are many reasonable and cost effective ways of providing solid waste services and the District is not interested in dictating the specific collection methodologies, the District's concern is that the chosen methods are reasonable and can be reasonably justified by ACES.
 7. Any third-party cost of future rate reviews are to be paid by ACES and are to be allowed as a Pass Through Cost not subject to profit.

B) INDEXED RATE ADJUSTMENT. An Indexed Rate Adjustment will occur in Rate Year 2 and 3 and as set forth above. An Indexed Rate Adjustment will be based upon the Refuse Rate Index ("RRI").

Rate Year 2

1. RRI to be applied to the total of each applicable category (e.g., labor, fuel, R&M, depreciation, Other: from detailed rate review Income Statement (Rate Year 1) to generate Year 2 Indexed Expenses that will serve as the basis for the Year 2 Rate Adjustment Calculation.
2. Disposal expenses to be projected based on best available information.
3. Material Sales revenues to be set to prior year actual revenues during RRI years to account for commodity price fluctuations. District reserves the right to require that Material Sales revenue be audited during RRI years.

Rate Year 3. RRI to be applied to Rate Year 2 Indexed Expenses that will serve as the basis for the Rate Year 3 Adjustment calculation. Material Sales revenue to be set to prior year actual revenues during RRI years to account for commodity price fluctuations.

Other Terms Related To Refuse Rate Index

1. Indexed Adjustment for “All other” costs to be set at 100% of CPI rather than 75% as originally proposed.
2. Consideration to be given to the use of CA No 2 Diesel Fuel Index or other proposed index (e.g., CA No 2 Diesel Ultra Low Sulfur Fuel) mutually agreed upon by ACES and District.
3. Material Sales Revenues to be set to prior year actuals during RRI years to account for commodity price fluctuations.

ARTICLE J. PROFITS FROM RECYCLING OPERATION

1. **Profits from Recycling Operation.** Contractor shall include revenues and expenses from the collection and sale of recyclable materials generated from its recycling collection in the District as separate line items on its operating statements.

ARTICLE K. REPORTS AND FINANCIAL AUDITING

1. **Financial Reporting.** Contractor shall submit to the District quarterly and annual year-end financial statements which clearly identify Contractor’s profits or losses on its recycling program. ACES shall pay District ten percent (10%) of any recycling profits for the preceding quarterly period. ACES shall also provide financial statements as determined to be necessary by the District which shall be required in the event of any request by contractor for a rate increase. Contractor agrees to and shall keep true and correct records and books of account from which the District may readily determine the status and progress of the Franchisee’s business operation. The Contractor further agrees that District, by any of its authorized personnel, may inspect such books and records related to the performance of services under this Agreement, in Contractor’s business office at reasonable times. District shall have the right to examine equipment orders, customer accounts and other related records, as deemed necessary by District.

2. **Annual Reports.** Upon request by the District, within one hundred twenty (120) days after the close of Contractor’s fiscal year (Contractor’s fiscal year ends December 31st each year), Contractor shall submit to the District a written annual report, in a form approved by the District, including but not limited to, the following information:

A) A summary of the previous year’s (or in the case of the initial year, the initial year’s) activities including, but not limited to, services begun or discontinued during the reporting year, and the number of customers for each class and level of service.

B) A list of Contractor’s Officers and member of its Board of Directors.

3. **Customer Lists.** Upon commencement of operations, Contractor shall immediately furnish to District copies of customer lists, pick-up addresses and corresponding parcel numbers and service levels if requested by District. District acknowledges that information pertaining to the accounts or customer list is confidential information which District will protect from public disclosure, except in the event of substantial default by Contractor, or where disclosure is required by court order.

a. Privacy of Customer Information. ACES shall use all reasonable efforts to observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or content of a customer's refuse or recyclables shall not be revealed to any person, private agency or company, unless upon the request of federal or state law enforcement personnel, the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or other reports requested by the District under the Franchise Agreement or required or requested by any governmental agency.

b. Mailing List. ACES shall not market or distribute outside the normal course of its business mailing lists with the names and addresses of customers.

4. **Failure to Report.** The refusal, failure or neglect of ACES to file any of the reports required, or to provide material information to District, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by Contractor shall be deemed a material breach of the Franchise Agreement, and shall subject the Contractor to all remedies, legal or equitable, which are available to the District under the Franchise Agreement.

ARTICLE L. DEFAULT, TERMINATION, WAIVER.

1. **Default and Automatic Termination.** Contractor shall be deemed to be in default under this Franchise and all rights and privileges granted to contractor shall terminate upon thirty (30) days written notice and this Agreement shall be terminated automatically if:

A) Contractor's collection or disposal service remains inoperative for any period of five (5) or more consecutive business days.

B) Contractor fails to submit required franchise fee payments to District or maintain all required policies of insurance.

C) Contractor: (i) becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding

instituted by or against the Franchisee under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (iii) taking any action approving of, consenting to, or acquiescing in, any such proceeding; or (iv) being a party to the levy of any distress, execution or attachment upon the property of the Franchisee which shall substantially interfere with the Franchisee's performance hereunder. In the event of the Franchisee being or becoming insolvent or bankrupt, the Franchisee shall: (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; (iii) provide adequate assurance of future performance under this Agreement under 11 USC Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the District from requesting such other conditions to assumption of this Agreement, as it deems reasonable and necessary; and (iv) Franchisee concludes any other transfer of this franchise except as authorized by Article N of this Agreement.

D) Contractor fails to perform any material condition, covenant or performance requirement in the Agreement, as established by the District Council findings of fact and a decision supported thereby.

2. Duties Upon Termination. In the event of termination of this Franchise Agreement for any reason, Contractor shall:

- A) Within Thirty (30) days of written notice from District, cease all operations hereunder; and
- B) Immediately cause all business records, customer lists, addresses, billing data and other pertinent operating information to be transferred to District; and
- C) Immediately pay all amount of fees (including attorney's fees and court costs) which may be owing and appoint District or any of its officers as its attorney-in-fact to execute all instruments and to do all things necessary to accomplish the operations of garbage collection and disposal on behalf of the public; and
- D) Permit District to provide collection service by any means available to District, and pay any and all costs incurred by District over and above the amount of the performance bond (defined in Article I herein). In such event, District shall also have the right to the use and possession of all items of operating equipment used in the business of Contractor within the franchise area, for the purpose of providing garbage collection service. This provision shall be in addition to any other remedies available to

District at law or in equity to compensate it for losses caused by Contractor's breach or to compel compliance with this Franchise. In such event, District shall hold harmless, indemnify and defend Franchisee from any liability proximately caused by District's use and operation of such equipment and shall provide liability insurance coverage satisfactory to Franchisee in the reasonable exercise of its discretion.

E) Notwithstanding the foregoing, and at District's sole election, in the event of termination, Contractor shall provide all services pursuant to this Agreement for a period of three months following the effective date of termination, or for a lesser period as determined by District.

3. **Waiver.** The waiver of any default or defaults shall not operate as a waiver of any successive defaults and all rights of the District on default by contractor shall continue, notwithstanding one or more waivers.

4. **No Default.** Contractor shall not be held in breach of this Agreement or Default for any condition or act arising from a force majeure act, change in law or uncontrollable circumstance.

ARTICLE M. ASSIGNMENT.

1. **Right of Assignment.** Neither this Franchise, nor any rights, privileges or duties hereunder, shall be assignable or transferable in whole or in part by the Contractor by stock transfer, formation of a new partnership, corporation or entity or any other conveyance mechanism without prior written approval by District which may not be unreasonably withheld. This prohibition shall not apply to interfamilial testamentary transfers.

2. **Transfer Fee.** Any application for a franchise transfer shall be made in a manner prescribed by the District Manager or his/her successor. The application shall include a transfer fee in an amount to be set by the District Council to cover the anticipated cost of all direct administrative expenses including consultants and attorneys necessary to adequately analyze the application and to reimburse District for all direct and indirect expenses.

3. **Non-recoverable Costs.** These Franchise Transfer Fees shall not be recoverable costs for rate setting purposes.

ARTICLE N. LIABILITY FOR BREACH.

In the event of any defaults on the part of Contractor, District shall permit Contractor to cure and correct the same within sixty (60) days of written notice from District specifying the nature of the default, the time within which to cure and any procedures required. Upon receipt of any such notice to cure a default, contractor shall

pay to District all actual damages, costs and expenses, including reasonable attorney's fees incurred by District as a result of the default.

ARTICLE O. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery when delivered personally to the parties as specified below or three (3) days following the date deposited in the United States Mail. All notices or other communications sent by mail shall be sent postage prepaid by certified first class mail, return receipt requested, to the address specified below:

If to the District, address to:

Candi Bingham
River Pines Public Utility District
General Manager
P.O. Box 70
River Pines, CA 95675

If to the Contractor, address to:

Paul Molinelli, Sr.
ACES
P.O. Box 321
Pine Grove, CA 95665

w/ cc to Contractor's Attorney

Jasun Molinelli, Esq.
Archer Norris
2033 N. Main Street #800
Walnut Creek, CA 94596

ARTICLE P. SEVERABILITY.

Each article, part, term and provision of this Franchise shall be considered severable. If for any reason any article, part, term or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, articles, parts, terms or provisions of this Franchise and the latter will continue to be given full force and effect and bind the parties hereto. The invalid article, part, term or provision shall be deemed not to be a part of this Franchise.

ARTICLE Q. ENTIRE FRANCHISE.

This Franchise and the documents and applicable state and local laws referred to herein shall be the entire, full and complete Franchise between the parties and shall supersede to obligate the Contractor to perform accordingly hereunder.

1. **Force Majeure.** Franchisee shall not be in default under this Franchise Agreement in the event that the collection, transportation and/or disposal services of Franchisee are temporarily interrupted or discontinued for reasons outside the reasonable control of the Franchisee, including but not limited to riots, wars, sabotage, civil disturbance, insurrection, explosion, natural disasters such as floods, earthquakes, disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of Franchisee. Other events do not include the financial inability of the Franchisee to perform or the failure of the Franchisee to obtain any necessary permits or licenses from other governmental agencies of the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Franchisee.

2. **Independent Contractor.** Franchisee is an independent contractor and not an officer, agent, servant or employee of District. Franchisee is solely responsible for the acts and omissions of its officers, agents, employees, grantees, and subgrantees, if any. Nothing in this Franchise Agreement shall be construed as creating a partnership or joint venture between District and Franchisee. Neither Franchisee nor its officers, employees, agents or subgrantees shall obtain any rights to retirement or other benefits which accrue to District's employees.

3. **Right of Entry.** Franchisee shall have the right, until receipt of written notice revoking permission to pass is delivered to Franchisee, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting Solid Waste pursuant to this Franchise Agreement.

4. **Law to Govern: Venue.** The law of the State of California shall govern this Franchise Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Amador.

5. **Successors and Assigns.** Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the District and Franchisee.

6. **Fees and Assigns.** Franchisee shall not, nor shall it permit any agent, employee or subgrantee employed by it to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Franchise Agreement.

7. **Entire Agreements and Amendment.** No amendment of this Franchise Agreement shall be valid unless in writing duly executed by the Parties. This Franchise

Agreement contains the entire Agreement between the Parties and no promises, representations, warranty or covenant not included in this Agreement have been or are relied upon by either party. This Franchise Agreement is intended to supersede and replace all prior agreements between the parties, except as otherwise specifically provided in this Agreement.

8. **Compliance with Franchise Agreement.** Grantee shall comply with those provisions of the District Code which are applicable, and with any and all amendments to such applicable provisions during the term of this Franchise Agreement, provided that such provisions are not inconsistent with the terms of this Franchise Agreement.

9. **Police Powers.** Nothing in this Agreement is intended to or may limit District's authority pursuant to its Police Powers.

10. **Exhibits Incorporated.** Exhibits are attached to and incorporated in this Franchise Agreement by reference.

11. **Joint Drafting.** This Franchise Agreement was drafted jointly by the Parties to the Franchise Agreement, therefore no presumption shall arise from the identity of the drafter.

12. **Judicial Review.** Nothing in this Agreement shall be construed to prevent either party from seeking redress to the courts for the purposes of legal review of administrative proceedings in regard to rate setting or District's actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement. Provided, however, that prior to the institution of any such judicial proceedings the parties shall first meet and confer informally in order to resolve any such dispute. The parties may utilize the services of a mutually acceptable mediator for purposes of dispute resolution. In that event, each party shall pay for the costs of one-half of the mediation.

ARTICLE R. MISCELLANEOUS

1. **Compliance with Hazardous Waste Laws.** The Parties hereto recognize that federal, state and local agencies with responsibility for defining Hazardous Waste and for regulating the collection, hauling or disposing of such substances, are continually providing new definitions, tests and regulations concerning these substances. Under this Agreement, it is Franchisee's responsibility to keep current with the regulations and tests on such substances and to identify such substances and to comply with all federal, state and, to the extent not inconsistent with this Agreement, local regulations concerning such substances. Franchisee shall make every reasonable effort to prohibit the collection and disposal of Hazardous Waste in its operation.

2. **Non-Collection Tags.** When solid waste is not collected from any solid waste customer, Franchisee shall notify its customer why the collection was not made and shall

attach tags approved by the District to the waste not so collected which clearly identify the reasons for such non-collection.

3. **No Collection or Disposal of Hazardous Waste.** Except as provided in this subsection, Franchisee shall not collect, handle, process, transport, arrange for the transport of or dispose of Hazardous Waste pursuant to this Franchise Agreement.

ARTICLE S. PROPOSITION 218

1. **Proposition 218 Compliance.** District shall be responsible for complying with all requirements of XIID of the California Constitution and all requirements of Government Code Section 53750 *et seq.* (collectively, "Proposition 218"), to the extent compliance with Proposition 218 is required. Contractor shall cooperate with District in providing the records and documentation, including customer and mailing lists with corresponding assessor parcel numbers, necessary to provide all notices and information required to conduct majority protest proceedings under Proposition 218. In conducting such proceedings, District shall consult with Contractor, as necessary, and shall keep Contractor reasonably informed of the progress concerning each protest hearing District conducts. However, District shall at all times act independently of Contractor in administering majority protest proceedings and shall at all times exercise its own judgment in ascertaining and applying the requirements of Proposition 218.

2. **Reimbursement for Expenses of Proposition 218 Compliance.** Following the completion of any proceeding under Proposition 218, Contractor shall reimburse District for all expenses incurred in providing notices to affected ratepayers and conducting the majority protest proceeding required by that initiative. Such expenses shall include the reasonable costs that District administration, staff, and counsel incur in providing or administering the notices, hearing, and counting of protests required. For Purposes of Article J, Section 2 of the Agreement, such expenses shall be treated as pass-through costs and expenses.

3. **Reductions in Service Following Majority Protest.** Following a majority protest to any requested rate increase, the Parties shall promptly meet and confer to discuss the impact to Contractor on its ability to provide further services under the Agreement. As part of their efforts to meet and confer, the Parties shall discuss modifications to the services Contractor provides, or reductions in the levels of service it provides, that would allow Contractor to continue to receive a reasonable profit under the Agreement. Should the Parties agree on modifications and/or reductions in service, they shall enter into a separate amendment to the Agreement to memorialize the agreed upon terms. ACES may elect to modify and/or reduce service. In no event, however, shall any modification in service or reduction in the service level be authorized in violation of any legal minimum performance standard governing the collection of solid wastes and recycled materials.

ARTICLE T. ATTACHMENTS INCORPORATED HEREIN

The below listed Attachments are incorporated into this Agreement and are comprised of material terms and provisions to this Agreement

- Attachments 1 – Rate Sheet
- Attachment 2 – Equipment List
- Attachment 3 – Insurance Certificates

IN WITNESS WHEREOF, the Parties to this Agreement execute this Agreement as of the Effective Date.

AGREED AND ACCEPTED:

RIVER PINES PUBLIC UTILITIES
DISTRICT

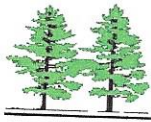
ACES WASTE SERVICES, INC.

By: _____

By: _____

Its: _____

Its: _____



RIVER PINES PUBLIC UTILITY DISTRICT

River Pines Public Utility District
March 8, 2017 Meeting
Agenda Item 10c

MEETING DATE: March 8, 2017
FROM: Candi Bingham, General Manager
SUBJECT: Account Number 42-021
AGENDA TYPE: Regular Meeting
ATTACHMENTS: No

RECOMMENDATION: Create District Policy/Procedure to address future issues

BACKGROUND: Plant Operator gave me a work-order stating that a customer reported to him that a neighbor had water that was not metered. Plant Operator stated on the work-order that he checked the faucet and could confirm the report. Plant Operator also stated on the report that the incident was photographed and video recorded.

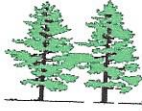
On Monday when I came to work I read the work-order. I asked Greg, the Plant Operator, to send me the photographs and video recording for review and for the file. He phoned me to state that he could not. I asked why, and he stated that Patrick Henry was over at the customer's property taking pictures and recordings when he arrived and Patrick refused to give him copies. Greg, also stated to me that when he arrived at the customer's property there were a bunch of people on the property turning on faucets, etc.

I asked Greg to meet me at this customer's property so that I could verify what was being stated. I could confirm what was written on the work-order (when I arrived at the faucet I noticed that a cap to the faucet was on the ground next to the faucet that was not metered. I asked Greg what it was and he stated "that he did not know"). Greg also stated that there was a faucet on the same hill below this faucet that was also not metered.

When I got back to the office I wrote up a work-order instructing Greg to cap off the faucet's that were not metered and send me a picture for the file once completed.

DISCUSSION: The District needs to create a Policy and Procedure on how to handle future situations. The District, also, needs to include in that Policy and Procedure steps for the District to take when future suspicions/concerns arise involving water that may not be metered.

BUDGET IMPACT: n/a



River Pines Public Utility Dis
22900 Canyon Ave., PO BOX 70, River Pines, CA
Phone: (209) 245-6723 Fax: (209) 245-5710 Email: RPPL

River Pines Public Utility District
March 8, 2017 Meeting
Agenda Item 10d

February 3, 2017

Dennis Hook
8934 Marwick Court
Dublin, CA 94568

Re: Lot Line Adjustment

Dear Mr. Hook:

We wish to notify you that your fence is encroaching upon the property of the River Pines Public Utility District ("District"). Please consider this proposal to resolve the issue.

Toma & Associates surveyed the District's property at 15055 and 15077 Shenandoah Road on October 19, 2016 (please see enclosed document).- This survey ~~illustrates~~ revealed that your fence is encroaching on the ~~River Pines Public Utility~~ District property and building.- This encroachment interferes with our access and use of the property and has a negative dramatically effects on its ~~the~~ value, access and use of the Public Utility District's property. For example, t- The District cannot ~~has no~~ access to even maintain ~~its own building for maintenance purposes.~~ and this is unacceptable. We cannot allow this encroachment to continue and must act to resolve the problem.

Since ~~Please note that, because~~ the District's property is owned by a Public Utility, you cannot claim a ~~Adverse Possession cannot be claimed by you, as a home owner, pursuant to California Civil Code §§318, 325, 328.~~

To resolve this situation, the District is offering to do two lot line adjustments that would benefit both parties (please refer to the enclosed survey map for proposed adjustments):

1. Your fence line "A" that runs north/south would be moved to accommodate access and the ~~the~~ ability for ~~of~~ the River Pines Public Utility District to maintain the District's Shop Building.
2. Your fence line "B" on survey map running east/west would be adjusted as shown on map, which extends your property beyond the survey map, to your current erected fence which currently encloses District property.

We propose that t ~~The~~ recording cost for the lot line adjustment be split equally between both parties ~~would be shared by both parties equally.~~ - The District would also reserve the right, and be granted an easement, to access your property in order to service its² utilities and fire hydrant.

We request a written response to this offer ~~must be received~~ within 30 days from the date of this notification. If no response is received, the District must assume that the offer has been rejected and we will have no choice but to seek legal recourse. Thank you for your consideration.

Sincerely,

Cathy Landgraf, Board Chair

ANNEXATIONS/DETACHMENTS POLICY:

1. Property owners wishing to annex or detach from a District Improvement shall be financially responsible for costs incurred in processing such a request. A fee shall be established that represents the costs of such processing and said fee shall be modified from time to time, as necessary, to capture such costs in accordance with the Water District Act and Rules and Regulations. The fee shall be non-refundable, regardless of the public hearing outcome for approving the annexation/detachment. The General Manager has the discretion to waive the fee for extenuating circumstances.
2. The fee for the annexation/detachment request shall include, but not be limited to, such expenses as staff time, public notices, legal reviews, preliminary field investigations for annexation, and field work for abandonment of detachments.
3. Property owners wishing to annex to District facilities are responsible for the actual costs of extending and connecting to facilities. The District will provide an estimate of connection costs at the time of the annexation request if such capacity is available.
4. In cases where a detachment will have a negative fiscal impact to an improvement district, a corresponding annexation must occur before the Board will consider the detachment. The purpose of this requirement is to maintain a consistent debt service to the balance of the property owners in the improvement district. The Board will, however, reserve the right to review, and consider detachment requests that have extenuating circumstances.

POLICY PROJECT NOTES:

Annexation is the same term used to increase the Sphere of Influence resulting in 2 definitions; 1. Annex(ation) – connect to District facilities. 2. Annex(ation) – add or increase the Sphere of Influence.

The main source of the context of this policy is derived from the Amador Water Agency Policy.

This policy is referred to in the proposed Bylaws.

River Pines Public Utility District Administrative Policy

CLAIMS AGAINST THE DISTRICT:

The purpose of this policy is to provide direction to District staff for processing and resolving (if possible) property damage claims against The District. Inherent in this policy is the recognition that every claim will be unique, and that guidelines cannot be written to accommodate every case. Therefore, staff must use discretion and good sense in handling each claim.

1. Property (Land and Improvements) Damage Claims – In the course of The District operations, damage to land and improvements thereon occasionally occur due to the proximity of The District’s facilities to private property. When District employees are aware that property has been damaged in the course of their work, restorative measures are to be taken to return the property as close to its original condition as possible.
 - a. When a property owner informs a District employee of damage to their property (by telephone or in person), the employee receiving the claim will document in writing the, time and date, and a description of the stated circumstances and allegations. Employees should respond to questions, be cordial and respectful, but refrain from commenting on liability questions.
 - b. As soon as possible after information about the damage has been received, it shall be given to the Human Resources Department. The Human Resources Department, or his/her designee, shall investigate the property owner’s allegations.
 - c. If the owner of damaged property informs a member of the Board of Directors, the information will be given to the General Manager. Directors should not independently investigate claims, but may go with staff to observe.
 - d. Investigations shall be done in a timely fashion and documented with a written report, including photographs and/or interviews, when appropriate. A copy of the report shall be submitted to the General Manager.
 - e. If the investigating staff person is convinced that the damage was caused by District personnel, equipment, or infrastructure, he/she shall prepare a work order to have the damage repairs, with a copy to the Human Resources Department, subject to the following conditions:

River Pines Public Utility District Administrative Policy

CLAIMS AGAINST THE DISTRICT:

- i. Property owner agrees that the proposed repairs are appropriate and adequate;
 - ii. Property owner agrees to allow District personnel access to their property to perform the repair work;
 - iii. District personnel have the necessary tools, equipment, and expertise to perform the necessary work;
 - iv. Repair work can be accomplished within a reasonable amount of time;
 - v. Cost of material for the repairs will not exceed \$1,000. If the cost of material for repairs is stated by claimant or estimated by staff to exceed \$1,000, the owner will be asked to submit their claim in writing on an District claim form.
- f. The General Manager shall review the damage claim and the proposed repair work. If he/she determines that the damage is The District's responsibility and that the proposed repair work is appropriate, he/she may authorize the work if the cost of material for the repairs will not exceed \$5,000.
- g. If the cost of material for repairs is stated by claimant or estimated to exceed \$5,000, the claim will be submitted to The District's insurance company, the Association of California Water Agencies Joint Powers Insurance Authority (JPIA), and the Board will be briefed. The Board may consider the claim during a closed session of a regular or special meeting. Action to accept or reject the claim shall be taken in open session. The claimant shall be notified of the Board's action regarding their claim.
- h. Notification that a claim has been rejected shall be accompanied by proof of service.
2. Claims for personal injury/wrongful death shall not be investigated by District staff or directors but shall be immediately forwarded to the JPIA.
- a. Property (Vehicles and Unsecured Property) Damage Claims – All claims of damage to vehicles or other unsecured property shall be submitted to the General Manager. He/she shall review the damage claim and the requested restitution.

River Pines Public Utility District Administrative Policy

CLAIMS AGAINST THE DISTRICT:

- b. If he/she determines that the damage is The District's responsibility, he/she may authorize repairs or reimbursement of expenses to an amount not to exceed \$5,000 or the insurance deductible.
 - c. The claim will be processed as described above if the cost of material for repairs is estimated to exceed \$5,000.
 3. Property Damage Claims of District Form – Except for damage to land and improvements estimated to cost less than \$500, all damage claims must be submitted in writing on an District claim form. This will ensure that a claim is valid and protect important rights of The District.
 - a. If an individual does not wish to file a claim on The District form, he/she may present the claim by letter if it conforms to Section 910 and Section 910.2, California Government Code. Section 910 specifies that a claim needs to show all of the following:
 - i. The name and post office address of the claimant;
 - ii. The post office address to which the person presenting the claim desires notices to be sent;
 - iii. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted.
 - iv. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of the claim;
 - v. The name or names of the public employee or employees causing the injury, damage, or loss, if known.
 - vi. The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.
4. Section 910.2 of the California Government Code specifies the following:
 - a. The claim shall be signed by the claimant or by some person on his behalf. Claims against local public entities for supplies, materials,

River Pines Public Utility District Administrative Policy

CLAIMS AGAINST THE DISTRICT:

equipment or services need not be signed by the claimant or on his behalf if presented on a billhead or invoice regularly used in the conduct of the business of the claimant.

5. If the filed letter does not meet the requirements of the California Government Code Sections 910 and 910.2, then a letter shall be sent to the claimant informing them of this fact.
6. District staff shall provide no assistance to the claimant in filling out the claim form. Claimant must fill out the claim form in its entirety and submit it via mail, FAX, or personal delivery to The District office. Upon receipt, office staff shall date-stamp the document.

POLICY PROJECT NOTES:

JPIA – Joint Powers Insurance Authority, Association of California Water Agencies JPIA website link:

<http://www.acwajpia.com/AboutUs.aspx> see attached printout, "About the JPIA"

This policy refers to California Government Code Section 910, add to government code book, link:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=910.&lawCode=GOV

Please note tabled concern: Claimants may appeal decisions to the Board of Directors.

The main source of the context of this policy is derived from the Amador Water Agency.

This policy is referred to in the proposed Bylaws.

River Pines Public Utility District Administrative Policy

CONFLICT OF INTEREST POLICY

The purpose of the conflict of interest policy is to protect the District's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to special districts.

Supporting recommendations, copies, links, and documents for this policy include:

1. CSDA recommendation for the, Incompatibility of Office Doctrine, Government Code Sections 1125, et. Seq.
2. California Government Code 1125; hard copy provided and link: http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1125.&lawCode=GOV
3. Conflict of Interest 2010 California Attorney General's Office, 126 pages including a Table of Contents, and Table of Authorities; hard copy provided and link: <http://ag.ca.gov/publications/coi.pdf>

In an attempt to condense the above into a comprehensive policy the following is set forth:

1. Definitions.
 - a. Interested Person. Any director, principal officer, or member of a committee with governing board-delegated powers who has a direct or indirect financial interest, as defined below is an interested person.
 - b. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - i. An ownership or investment interest in any entity with which the organization has a transaction or arrangement;
 - ii. A compensation arrangement with the organization or with any entity or individual with which the organization has a transaction or arrangement; or
 - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the organization is negotiating a transaction or arrangement. "Compensation" includes direct and indirect remuneration as well as gifts or favors that are substantial.
 - c. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.
2. Procedures.
 - a. Duty To Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing

River Pines Public Utility District Administrative Policy

CONFLICT OF INTEREST POLICY

- board-delegated powers who are considering the proposed transaction or arrangement.
- b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide whether a conflict of interest exists.
 - c. Procedures for Addressing the Conflict of Interest.
 - i. An interested person may make a presentation at the governing board or committee meeting, but as stated above, after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - ii. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - iii. After exercising due diligence, the governing board or committee shall determine whether the organization can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - iv. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the District's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
 - d. Violations of the Conflict of Interest Policy.
 - i. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - ii. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines that the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
3. Records of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:
-

River Pines Public Utility District Administrative Policy

CONFLICT OF INTEREST POLICY

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest; the nature of the financial interest; any action taken to determine whether a conflict of interest was present; and the governing board or committee's decision as to whether a conflict of interest in fact existed.
 - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement; the content of the discussion; including any alternatives to the proposed transaction or arrangement; and a record of any votes taken in connection with the proceedings.
4. Compensation.
- a. A voting member of the governing board who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.
 - b. A voting member of any committee whose jurisdiction includes compensation matters, and who receives compensation, directly or indirectly, from the organization for services is precluded from voting on matters pertaining to that member's compensation.
 - c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.
5. Annual Statements. Each director, principal officer, and member of a committee with governing board-delegated powers shall annually sign a statement, complying with Annual Statement of Conflict of Interest Code, which affirms that such person:
- a. Has received a copy of the conflict of interest policy
 - b. Has read and understood the policy
 - c. Has agreed to comply with the policy
 - d. Understands that the District is a public utility district and that in order to maintain its status it must enforce compliance with the guidelines set forth by the California Attorney General's Office.

POLICY PROJECT NOTES

Added:

CSDA recommendation and guidelines for Incompatibility of Office Doctrine
Government Code Section(s) CA Gov Code 1125, et seq.

Copy of California Government Code Section(s) 1125, et seq. and link.

Copy of California Attorney General's Office, Conflict of Interest 2010 126 pages
including Table of Contents and Table of Authorities; and link.

River Pines Public Utility District Administrative Policy

CONFLICT OF INTEREST POLICY

The following items were determined irrelevant and removed from the above policy:

Periodic Reviews. To ensure that the organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- e. Whether compensation arrangements and benefits are reasonable, are based on competent survey information, and are the result of arm's length bargaining.
- f. Whether partnerships, joint ventures, and arrangements with management organizations conform to the organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or an excess benefit transaction.

Use of Outside Experts. When conducting the periodic reviews as provided for in Article XI, Section 7, the organization may, but need not, use outside advisers. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring that periodic reviews are conducted.

The main source of this policy was derived from the NEM Bylaws.

This policy is referred to in the proposed Bylaws.

River Pines Public Utility District Bylaws and Administrative Policy

CPA BOARD REQUIRED MONITORING POLICY:

The purpose of this policy is to define how the designated board director(s) shall accomplish the task of monitoring the District's bank statements per the recommendation of the District's auditor.

The General Manager shall:

1. Provide copies of all of the District's bank statements to the director designated by the board in a timely and orderly manner.
2. Provide an Expenditure Report also known as an Account Quick Report, this is the same report included in the regular meeting agenda packet; that meets the following criteria:
 - a. The balance forward shall match a balance forward from a previous report; the report will go back as far as necessary to accomplish this goal; or an itemized adjustment may be provided in case of older adjustments for duplicate entries, voids, etc.
 - b. All check numbers shall appear on the report in consecutive order, and shall progress chronologically as well. For instance, check number 11230 will not be dated before check 11229.
 - c. For vendors that submit multiple billings like utility companies, they shall be set up designating the "cost center". For example; AT&T Office, AT&T Street Lights, AT&T Sewer, AT&T Water, AT&T Water 2. Once set up each of these vendors will retain the account information specific to the billing for that cost center.
 - d. Payroll shall be posted in a grouping, or consolidated manner including the net wages and various payroll taxes.
 - e. The report shall be a true reflection of the bank statement including; bank charges, increases, and adjustments. The account should be reconciled before producing the report to minimize any changes.
 - f. For deposits to one district account from another district account, also known as a transfer of funds; especially when a check is issued to complete the transaction, the check shall be deposited alone for an easier trail to follow. Preferably the check would be issued to a vendor named as the receiving account; for example, 5007 EDS RPPUD, when used with the corresponding account the deposit/entry automatically appears on the receiving account.
 - g. The General Manager will review and respond to the concern/discrepancy list as submitted by the board designated director with the intention that all items will be adequately addressed prior to the regular board meeting.
3. Provide all voided checks to a designated board director for review.

One of the designated board directors shall verify all voided checks are accounted for, marked void, and signature lines are destroyed.

Another designated board director shall monitor the district's bank accounts per the auditor's recommendations, the tasks for this director shall include:

River Pines Public Utility District Bylaws and Administrative Policy

1. Collect the bank statements and expenditure/account quick reports.
2. Verify balance forward from previous expenditure/account quick report matches.
3. Verify all check numbers are accounted for and are in consecutive order.
4. By preferred method reconcile bank accounts monitoring routine and out of the ordinary transactions.
5. Determine, if any, concerns or discrepancies in an orderly list detailing dates, check numbers, payee, amount, etc. with description of concern or discrepancy. These items shall be submitted to the General Manager for review and response; preferably via email prior to the regular board meeting. It is the intention that all items will be adequately addressed prior to the regular board meeting at which the designated director may report that they have no concerns or discrepancies.

Other items of concern:

1. How to address new items outside of proposed policy, as well as items that are not adequately addressed during the concerns or discrepancy phase. One suggestion would be to include these items on a list to be shared with the board in a manner as yet to be determined.
2. Need mini-policy regarding bank charges so that they are handled the same each time. The current approach is posting directly to the check register for the exact amount charged by the bank to the account; this is acceptable as it does not create items that will never be reconciled.
3. Need to find way to reduce number of voided checks, determining the number of checks in a batch, counting out a batch, and only putting those checks in the printer may be a solution.
4. Transactions that are not cleared in the reconciling process including checks, charges, and deposits, etc. Although it may take a while for some checks or charges to clear, others may never clear; these items may be cleared or addressed by including them on a discrepancy list. Please note, if a check becomes voided or cancelled under these circumstances we may never have the original document for normal "void" procedure. Regarding deposits that appear on the expenditure/account quick reports that do not clear under the reconciling process, each item should be included on a discrepancy list and given an acceptable explanation.
5. Transactions voided after the fact including duplicate entries for checks and deposits. As these are likely to affect the balance forward, preferably the solution would be to itemize and share the adjustment with the board to explain the difference.
6. The year-end adjustment made by the auditor. Preferably the board receives an itemized description as this may amount to thousands of dollars.

River Pines Public Utility District Bylaws and Administrative Policy

EASEMENT ACQUISITION PROCEDURES including ABANDONMENT AND ACCEPTANCE

The purpose of this policy is to identify and establish proper procedures for easement acquisition, abandonment, and acceptance.

At this time there is no policy set forth other than the following policy project notes.

POLICY PROJECT NOTES:

A clause set forth in the interest of this policy; "In accordance with the services of a land appraiser or other prudent methods..."

All of the following policy is derived from the Amador Water Agency. The amounts and references such as, in accordance with 4050.1, are remnants from the AWA policy and should be updated as the District creates its own policy. Furthermore, it is proposed these items be consolidated into one policy, as opposed to the three separate policies set forth by the Amador Water Agency.

1. EASEMENT ACQUISITION

- a. The District shall establish a value for easements and payment therefore. The fee paid by The District for acquisition of the easement in question will be based on a percentage of the fair market value of the land upon which the easement is to be taken. Should the landowner wish to receive District services for the easement value, this will be done on an equal dollar-for-dollar basis. The fees paid for easements are as follows and are based on easement impact.
 - i. Road frontage value is 20% of fair market value.
 - ii. Side/back lot line value is 40% of fair market value.
 - iii. Bisecting lot value is 75% of fair market value.
- b. The General Manager is authorized to develop, negotiate and approve easement values in accordance with 4050.1, up to a cash value of \$20,000. The General Manager or his/ her designee may, at his/her discretion, engage the services of a land appraiser to value easements.
- c. The General Manager or his/her designee may develop and negotiate easement values greater than \$20,000, which easement values shall be approved by the Board unless delegated to the General Manager.

River Pines Public Utility District Bylaws and Administrative Policy

EASEMENT ACQUISITION PROCEDURES including ABANDONMENT AND ACCEPTANCE

2. EASEMENT ABANDONMENT

- a. Abandonment by The District of its interest in public utility easements and other easements dedicated to The District for installation, maintenance, repair, etc., of facilities, shall require approval of the Board.
- b. Commitments to abandon easements or assurances that easements will be abandoned may be provided by District staff after approval of same by the Board.

3. EASEMENT ACCEPTANCE

- a. The Board has authorized by Resolution No. 2007-35, adopted on September 13, 2007, its General Manager to accept easements on behalf of The District and consent to the recordation of such accepted easements pursuant to certificates of acceptance executed by the General Manager.
- b. Commitments to accept easements or assurances that easements will be accepted may be provided by District staff only after approval of same by the General Manager.

This policy is referred to in the proposed Bylaws.

River Pines Public Utility District Administrative Policy

FACILITIES INSPECTIONS:

The purpose of this policy is to outline a system and schedule for inspecting District facilities to determine general repairs and capital improvements needed for the district resulting in a scope of work for the bidding, purchasing, and budgeting process. There are two parts to this policy; an annual schedule of routine facility inspections by the Plant Operator, and quarterly on-site special meetings for the Board.

Regarding the Annual Schedule of routine facility inspections by the Plant Operator:

The General Manager shall:

1. Provide the schedule, forms, and checklists, needed for each inspection.
2. Review the inspection report, attempt to fill in any relevant data necessary to result in a clear scope of work, then name the project, i.e. Lift Stations (date) inspection repairs. The General Manager may then:
 - a. If within the allowance and parameters set forth by the board, for instance, an emergency, the General Manager may hire, or purchase time and materials to accomplish said scope of work. Ideally the District has specified vendors that may be called on in such instances.
 - b. Present the scope of work to the board for approval, etc.
 - c. Place the item on a list of capital improvements for budgeting purposes.
3. Under each of these circumstances the General Manager will act as the bidding and purchasing agent for the district providing all documentation to the board.
4. Set forth and coordinate a quarterly schedule of on-site special meetings for board members.

The Plant Operator shall:

1. The Plant Operator will review The District's facilities per the annual schedule set forth by the General Manager. The Plant Operator is encouraged to communicate with the General Manager regarding any concerns or priorities they may be aware of, the schedule may be adjusted under these circumstances.
2. The intent of each inspection is to create a report by way of a standard form or checklist to determine general repairs and improvements needed for the district. As there are various facilities to inspect each may have its own criteria; for instance, a well, lift station, and grinders will have little in

River Pines Public Utility District Administrative Policy

FACILITIES INSPECTIONS:

common and therefore have different criteria on a form or checklist. For continuity it would be preferable to have appropriate checklists or forms for each type of facility inspection to provide the most information possible to the board as this will ultimately become a scope of work, the basis for bidding or purchasing, as well as budgeting.

Regarding the Quarterly on-site Special Meetings for the Board:

1. To keep abreast of the District's needs, and to have a better understanding of The District's facilities, the Board will review The District's facilities on a quarterly basis, the schedule as set forth by the General Manager.

POLICY PROJECT NOTES:

Formerly known as, "ANNUAL FACILITIES INSPECTION", this version has been modified to include a quarterly inspection for the board that was presented at a regular meeting. It has also included the purpose, and specified the tasks for the general manager, plant operator, and the board.

At 2/27/17, discussion at recent regular meeting proposed a quarterly facilities inspection for board members policy.

NOTE: Capital Improvements and General Repairs (??? AGENDA ITEM 10A)

There has been discussion regarding building a comprehensive list of district facilities, including a map, as well as creating an annual inspection schedule for the Plant Operator. The system should include forms and checklists to guide the inspector to report general repairs and improvements needed to the district. Ultimately, the result should be a scope of work, a comprehensive description of the repair or improvement for bidding or purchasing purposes.

The following has been removed from previous version and replaced with a clause for the general manager to present a list to the board for budgeting purposes

1. The Annual Inspection may take place during the month of April to allow for proper planning of any recommendations to coincide with the annual budget process. It is left to the discretion of the Board and the General Manager as to the extent of the facilities that will be reviewed.

Portions of this policy are derived from the Amador Water Agency Policy.

This policy is referred to in the proposed Bylaws.

River Pines Public Utility District Administrative Policy

PROFESSIONAL CONSULTANT SELECTION POLICY, consider renaming CONTRACTING AND BIDDING POLICY:

The purpose of this policy is to set forth the guidelines for entering into contracts, for but not limited to; a general manager, consultant for construction or otherwise, contractors, engineering, or auditing purposes. This policy is intended to supplement but not replace any applicable state and federal laws governing contracting and bidding applicable to special districts.

Supporting recommendations, copies, and documents for this policy include:

1. CSDA recommendation for Contracting and Bidding, Public Contract Code sections 20100, et seq. specific to special districts. This recommendation includes a summary regarding said law and provides a basis for further research, including whether or not bidding requirements are included in an enabling act, or if a district is free to determine their own contracting procedures through board policy.
2. California Government Code sections 20100-20929, index for the Local Agency Public Construction Act, 3 pages. Also included are hard copies of Heading of Article section 20100, Award of Contracts section 20103.8, and Public Utility Districts section 20200. Based on the aforementioned it is proposed that Government code 4526 is not applicable, this should be verified when the time comes to apply the code.

In an attempt to make progress the following policy is set forth:

1. The District employs outside contractors or consultants for construction or engineering projects, or for auditing purposes. The District procedure is as follows.
 - a. The District will select consultants on a qualification based process in accordance with the applicable California Government Code (4526, it is proposed that code 4526 is not applicable and should be verified when the time comes to apply the code.)
 - b. Staff shall prepare a Request for Proposal (RFP) which provides the opportunity for the consultant to demonstrate their experience, knowledge, and available staff to perform specific work.
 - c. The number of consultants may be limited to those that The District staff feels are most qualified through a review of Statements of Qualifications submitted by consultants, and on file with The District,

River Pines Public Utility District Administrative Policy

PROFESSIONAL CONSULTANT SELECTION POLICY, consider renaming CONTRACTING AND BIDDING POLICY:

- general knowledge by District staff regarding consultant qualifications, and project specifics.
- d. Compensation for consultant's work is requested to be placed in a sealed envelope and only opened after consultants have been ranked based on qualifications.
 - e. Consultant selection ranking will be based on consultants experience, demonstrated knowledge and understanding of the requested work, qualifications of dedicated staff to complete the work, and presentation of proposal. In case of ranking ties, preference shall be given to consultants located in the County if applicable.
 - f. District staff may negotiate with the #1 qualified consultant for changes in scope of work or compensation. If unsuccessful, District staff will negotiate with the #2 consultant, and so on until a mutually agreed upon scope of work and compensation package is reached. If necessary, District staff may re-submit the RFP to a wider selection of consultants and/or re-submit the RFP with a modified scope of work.
 - g. Once District staff has selected the consultant of choice, a draft contract is then presented to the General Manager and/or the Board for approval in accordance with policy.

POLICY PROJECT NOTES

Consider renaming CONTRACTING AND BIDDING POLICY. Need to consider contracts for staff, contractors, etc. As well as whether or not bidding requirements are included in an enabling act, or if a district is free to determine their own contracting procedures through board policy.

The main source of this policy is derived from the Amador Water Agency.

This policy is referred to in the proposed Bylaws.

River Pines Public Utility District Administrative Policy

WATER DISTRIBUTION SYSTEM RATES, RULES, and REGULATIONS POLICY

The purpose of this policy is to define how the district is to manage and implement various tasks associated with the Water Distribution System including: rates, rules and regulations; as well as consolidate these efforts into a comprehensive format.

As this is one of the more complex policies, and previously had been included with the district's bylaws, this should be considered a work in progress. The basis for this policy adapts all of the "Water System" Articles from the previous version of the bylaws as shown by way of scans of those documents; specifically, Articles I and II, completely included, 3 pages.

The term Plant Operator may include any person or entity the district has fulfilling this specific duty; for instance; any employee of the Amador Water Agency dispatched for coverage on weekends or holidays, or as otherwise required by the district.

The term General Manager may include any person or entity the district has fulfilling this specific duty, and in some cases may be fulfilled by a person designated as district staff.

Additions to above referenced policy:

Unmetered Connections – Work in Progress – the purpose of the Unmetered Connection rule portion of this policy is to define how the district shall manage such matters generally following a: discovery, investigation, outcome, type of outline.

Furthermore, in the best interest of all involved this policy defines a process that should be followed allowing an outcome based on documentation and an investigation. With this concept in mind, and under certain circumstances, the term "alleged unmetered connection" reflects that concept and should be considered acceptable.

1. Discovery shall be documented with a description including a date and address, as well as pictures of the unmetered connection as described below, then forwarded to the district.
 - a. Upon discovery the Plant Operator shall:
 - i. Verify the connection is from the district's water distribution system before a metered connection.
 - ii. Take a picture of the exposed unmetered connection.

River Pines Public Utility District Administrative Policy

WATER DISTRIBUTION SYSTEM RATES, RULES, and REGULATIONS POLICY

- iii. Test the lines for connectivity, take a picture or note in description the outcome of the test.
- iv. Take a picture of the capped off exposed unmetered connection.
- v. Upon completion of the above the Plant Operator will immediately forward the description including a date and address, with all pictures to the district office preferably by email, however hard copies are also acceptable.
- vi. Unless otherwise requested by the district or board, possibly during the investigation process, this shall be the extent of duties for the Plant Operator under these circumstances.
 1. Be it further known, the Plant Operator is advised to avoid discussion of unresolved cases; from this point on it is the duty of the Plant Operator to allow the district to follow policy to determine the outcome of each case as will be addressed during regular monthly meetings.
2. The investigation shall begin when the General Manager receives the documentation provided by the Plant Operator.
 - a. Upon receipt of the documentation the General Manager shall:
 - i. File documents, either working documents or copies, with the property file; then verify the correct parcel address, identify the parcel number, and owner including contact information such as the current mailing address.
 - ii. Further the investigation by notifying the property owner via registered mail. This notification shall include.
 1. A cover letter, the documents including email and pictures provided by the Plant Operator, a separate property owner statement, and any other documents to aid in the investigation. One complete set of this documentation shall be filed with the property file.
 - a. The property owner statement provided by the district on letterhead shall include;
 - i. the date of notice
 - ii. name and mailing address
 - iii. address and parcel number of disputed unmetered connection

River Pines Public Utility District Administrative Policy

WATER DISTRIBUTION SYSTEM RATES, RULES, and REGULATIONS POLICY

- iv. A place to state what the property owner knew about the unmetered connection.
 - v. A place to state when the property owner knew about the unmetered connection.
 - vi. A place to include any other comments the property owner deems relevant.
 - vii. A place for the owner to sign and date verifying the truthfulness of their statement.
 - viii. The date the signed statement must be returned to the district with any supporting documents.
 - b. A copy of the returned property owner statement and any supporting documents shall be added to the property file and become part of the case file presented during the outcome portion of implementing this policy.
- 3. The outcome phase shall consist of options for the district to implement based on the investigation process. In the past based on various circumstances the district has in some cases been complacent without any penalty being implemented after capping off the unmetered connection; however, it is in the best interest of the district to construct a means to recapture lost revenue if it is possible. Furthermore, the district should also realize the possibility that property owners may be unaware of unmetered connections; ultimately the district needs to identify unmetered connections and determine how to move forward for each case as each month's net loss in water production has been generally accepted as a result of aging infrastructure. Possible outcomes may include but are not limited to:
 - a. Complacency, no official outcome pursued by the district. The district should define under which terms complacency should be the outcome for unmetered connections.
 - b. Action, a means to recapture lost revenue. To calculate an amount and provide a means to collect the lost revenue it should be determined if standard charges have been charged and collected; for instance, a connection charge, or the monthly base service rate. In addition the district will need to determine a water usage lost revenue amount based on a determined number of months multiplied by the estimated

River Pines Public Utility District Administrative Policy

WATER DISTRIBUTION SYSTEM RATES, RULES, and REGULATIONS POLICY

gallons per month usage. The district should take into consideration all possibilities and consider various ways to allow property owners to repay lost revenue including payment plans. For the usage calculation there should also be a determination of responsibility from unintentional to intentional that may be a factor in calculating a total lost revenue; if based on a scale of 1 to 5, 5 being intentional at 100%, 1 being unintentional at 20%.

- i. In cases of intentional unmetered connections and lack of cooperation by property owners, the district should move forward in a manner set forth by current applicable law to recapture lost revenue.

Please refer to the "Water System" Articles included from the previous version of the bylaws as shown by way of scans of those documents; specifically, Articles I and II, completely included, 3 pages following.

River Pines Public Utility District Administrative Policy

WATER DISTRIBUTION SYSTEM RATES, RULES, and REGULATIONS POLICY

The following is a scan from the previous version of the bylaws (and includes the page number 10):

Chapter 2 - Water System

Article 1 - General Provisions

2.01.010 Setting of Rates.

The schedule of water rates will be those established and adopted by the District Board of Directors from time to time in accordance of law.

2.01.020 Rates Outside the District.

The District will not normally serve water outside the District limits. In those cases where it is authorized by the Board, the rate shall be one hundred-fifty (150) % of the rate for service inside the District limits.

2.01.030 Rates by Contract.

In cases not provided for by this chapter, the rate may be fixed by special contract, as agreed upon by the Director of Finance or in the absence of this position, the Board and the Public Works Director or in the absence of this position, the Chief Plant Operator on behalf of the District, and the water user involved. If such rates cannot be agreed upon by the Director of Finance and the Public Works Director, the Board shall fix and determine proper rates, and such determination shall be final.

2.01.040 Commencement and End of Charges.

Water charges shall in all cases commence to accrue when the water is turned on through the District's water meter, at rates determined by the District's Rate Schedule proportioned for the period from that date until the following last day of the billing period, as may be established by the District.

2.01.050 Metered Service.

1. Meters will be required on all new residential, commercial, and industrial water services within District boundaries covered by the following conditions:
 1. All new property annexations to the District requesting District water service;
 2. All existing parcels, which have had no previous District water service and District water service is requested;
 3. When a parcel is split, water services to all parcels will be metered;
 4. All parcels at which a single-family dwelling(s) is being replaced by multiple family units or a nonresidential use;
 5. All parcels where off-site improvements are required;
 6. When any water customer requests water service upsizing or relocation.
2. Metered water service shall be installed on all existing commercial and industrial users when the Public Works Director or in the absence of this position, the Chief Plant Operator determines the installation of metered water service to be in the best interest of the District.
3. Meters on existing commercial and industrial water services not covered under subsection A of this section shall be installed by the District at the District's expense. Meters on all new water services and those covered in subsection A on this section shall be installed by the District, but shall be paid for by the property owner.

2.01.060 Billing Adjustments.

When it is found that any charges for water service, connection fees, installation fees, abandonments, etc., have been incorrectly billed or that no billing has occurred, the District has the right to make

River Pines Public Utility District Administrative Policy

WATER DISTRIBUTION SYSTEM RATES, RULES, and REGULATIONS POLICY

The following is a scan from the previous version of the bylaws (and includes the page number 11):

adjustments as determined by the Public Works Director or in the absence of this position, the General Manager or outside billing and bookkeeping service, if retained by the District. Billings for undercharges or credits for overcharges shall be subject to the three (3) year limitation period. [Civil Code §338].

2.01.070 Responsibility for Loss or Damage.

The District's jurisdiction and responsibility ceases at the end of the District's service connection and the District shall not be responsible for any loss or damage caused by the negligence, want of proper care, or wrongful acts of the property owner or any of the property owner's tenants, agents, employees, contractor's, licensees, or permittees in installing, maintaining, using, operating or interfering with any water receiving equipment beyond the District meter connection. The District shall not be responsible for damage caused by faucets, valves and other equipment which may be open at any time water is turned on at the meter.

2.01.071 Agency Equipment and Facilities.

All service pipe and equipment needed to serve a property up to and including the meter shall be owned by the District whether installed on public or private property. District equipment or facilities required for service which are installed on customer's property may be repaired, replaced or removed by the District without consent of the property owner or the property owner's tenants, agents, employees, contractor's, licensees, or permittees.

2.01.072 Unreadable Meters.

When it is not possible to read a meter due to any reason, a bill will be rendered to the property owner based on an estimated usage. In estimating consumption, due consideration will be given to fluctuations in usage caused by seasonal changes or known service interruptions. Where a meter cannot be read without undue difficulty or not at all because of an obstruction, the property owner will be notified and requested to correct the condition.

Subsequent to the District's initial notification to a property owner to remove any object(s) obstructing the District's water meter, a charge may be added to the property owner's account each time District staff is dispatched to verify such removal and/or the District may discontinue service if the condition is not corrected.

Article II - Main Extension

2.01.080 Policy.

The district board of directors is desirous of adopting a water main extension policy that is fair and equitable to all developing properties and that provides that the cost of extensions shall be distributed among subsequently developing properties connecting thereto.

2.08.080 Application-Determination of Necessity.

A. Whenever a property owner is desirous of obtaining water service, an application shall be made to the public works director for water service.

B. The Public Works Director determines that a water main extension is necessary, the applicant will be required to install at his own expense the water main extension in accordance with engineering plans furnished by applicant and approved by the Public Works Director. The plans shall be prepared in accordance with the current District design standards and this article.

River Pines Public Utility District Administrative Policy

WATER DISTRIBUTION SYSTEM RATES, RULES, and REGULATIONS POLICY

The following is a scan from the previous version of the bylaws and completes the 3 pages:

2.01.110 Minimum Size.

The minimum size water main shall have a nominal inside diameter of six inches except as approved by the Public Works Director in accordance with the District public improvement design standards. In areas zoned or master planned for commercial and industrial uses, the minimum size shall be eight inches in diameter. Larger size mains may be required as determined by the Public Works Director from the District water main plan.

2.01.120 Fire Hydrants.

The installation of fire hydrants or provisions for fire hydrants shall be included in any main extension and the applicant shall pay for the cost of such hydrants. Fire Hydrant location and type shall be as approved by the Fire Chief.

2.01.130 Oversized Mains.

Wherever the District requires that a water main larger than eight inches in diameter be installed in order to serve additional property or to conform to the water master plan, the applicant shall be reimbursed the difference in cost between the actual water main to be constructed and an eight inch diameter water main.

River Pines Public Utility District Administrative Policy

WATER DISTRIBUTION SYSTEM RATES, RULES, and REGULATIONS POLICY

POLICY PROJECT NOTES

The main source of the context of this policy is derived from the previous version of the district bylaws as shown in the attached scans of same. It is the intention of the board to separate this as a defined policy for the Water Distribution System.

The following items are modified remnants from the relevant policy set forth by the Amador Water Agency:

RIVER PINES PUBLIC UTILITY DISTRICT WATER CODE

3010.1 The River Pines Public Utility District Water Code is The District's water service rules and regulations.

3010.2 The Water Code is shown in (Appendix D. NOT APPLICABLE)