

CALAVERAS PUBLIC UTILITY DISTRICT
506 W. Saint Charles Street, San Andreas, CA 95249

TUESDAY, April 14, 2020

7:00pm

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office at (209) 754-9442. Notification in advance of the meeting will enable CPUD to make reasonable arrangements to ensure accessibility to this meeting. Any documents that are made available to the Board before or at the meeting, not privileged or otherwise protected from disclosure, and related to agenda items, will be made available at CPUD for review by the public.

Calaveras Public Utility District hereby provides notice that it will convene its regularly scheduled public meetings of the Board of Directors exclusively by telephone conference until further notice. No attendance will be permitted by the public at the District office until further notice.

Based on guidance from the California Governor's Office and the Department of Public Health, in order to minimize the potential spread of the COVID-19 virus, please do the following:

- *Join the Conference Call meeting*
 - Dial-in number (US): **(978) 990-5000**
 - Access code: **677971#**
 - Join the online meeting: **<https://join.freeconferencecall.com/calaveraspud>**
- *Please mute your call before joining. This will limit technical difficulties with audio.*
- *Only unmute your call if the President has requested public comment on an item. Upon completing your comments please mute your call again.*
- *Do not put the call on hold, as hold music can ruin the call for all other participants. If that occurs, or in the event of disruptive conduct, staff reserves the right to disconnect that caller.*
- *Do no talk over the top of any other callers. Conversations must be one at a time.*

1. Roll Call and Pledge of Allegiance

2. Public Comment (Limit: 3 min/person)

At this time, members of the public may address the Board on any matter within its jurisdiction which is not on the agenda. The public is encouraged to work with staff to place items on the agenda for Board consideration. No action can be taken on matters not listed on the agenda. Comments are limited to 3 minutes per person.

3. Approval of Consent Calendar

- a. Minutes for Regular Meeting of March 10, 2020
- b. Directors Report for March 2020
- c. Maintenance Report for March 2020
- d. Water Report for March 2020

4. Financial Business

- a. Approval of Claim Summary #738

5. Consideration of Resolution 2020-6: Resolution Adopting District Policy 2170 – Discontinuance of Residential Water Service for Non-Payment (As required by SB 998)

6. Discussion/Action: COVID-19 Pandemic

- a. Consideration of Resolution 2020-7: Declaration of Emergency and Resolution of Calaveras Public Utility District to Temporarily Authorize Increased Authority of the General Manager

CALAVERAS PUBLIC UTILITY DISTRICT
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- b. Consideration of Resolution 2020-8: Resolution Authorizing the Temporary Waiver of Late Fees and a Moratorium on Water Discontinuances Required by the Governor's Executive Order N-42-20
- c. Discuss: Temporary Remote Work Authorization and Agreement & Travel Authorization

7. Update: Court Street Line Replacement Project

8. Approval of Revised Job Descriptions and Salary Structure

- a. Review of current Salary Structure (FY 2018/19)
- b. Water Utility Worker I – IV
- c. Chief Treatment Plant Operator

9. Staff Reports

- a. General Manager's Report
- b. Legal Counsel Report
- c. Engineer's Report

10. Board Members Report

- a. Director Lavaroni – LAFCO Meeting Reminder (5/18/20)
- b. Director Blood – UMRWA Meeting Reminder (4/24/20)
- c. Form 700 Filing Date Extension to June 1, 2020

11. Adjournment (Next Regular Meeting on May 12, 2020 at 7:00pm)

FreeConferenceCall.com Instructions

Audio Conferencing - How to Join

To join an audio conference call:

1. Call the dial-in number provided. A link to local in-country dial-in numbers is also available in the invitation from the host
2. When prompted, enter the host's access code, followed by **pound** or **hash (#)**.
3. Mute your individual line by pressing ***6**. Press ***6** again to unmute the line.

Online Meetings - How to Join

Join the online meeting using the FreeConferenceCall.com desktop application (recommended) or Web Viewer.

Note: We recommend Chrome™ web browser for full participant functionality, including VoIP audio, video and viewing screen sharing with chat.

What you need:

- Host's online meeting link and/or online meeting ID (desktop application only)
- If you are dialing in for the audio portion (recommended), have the dial-in number and access code ready

To join with the desktop application (recommended):

1. Launch the FreeConferenceCall.com desktop application.
2. Click **Join** and enter your name, email address and the host's online meeting ID.
3. Join the audio portion of the online meeting by first clicking **Phone** on the Meeting Dashboard. Then click **Telephone** and call the dial-in number and enter the access code followed by **pound** or **hash (#)** or **Mic & Speakers** and **Connect Now** to connect through VoIP.

To join with Web Viewer (no download necessary):

1. Open the online meeting link in a browser to load Web Viewer.
2. On the Web Viewer pop-up window, enter your name and email address and click **Join**.
3. Click **Phone** and/or **Camera** on the Meeting Dashboard then follow the prompts to connect with audio and/or video. You will be placed on hold until the next participant arrives.

AGENDA ITEM 3

Approval of Consent Calendar

If an item is requested for removal from the Consent Calendar, it should be reflected prior to action being taken. The items will be discussed independently upon approval of remaining Consent Calendar items.

- a. Minutes for Regular Meeting of March 10, 2020
- b. Directors Report for March 2020
- c. Maintenance Report for March 2020
- d. Water Report for March 2020

Recommended Action: Approval of Consent Calendar

Motion 1st _____, **2nd** _____, **Carried** _____

CALAVERAS PUBLIC UTILITY DISTRICT

March 10, 2020

Regular Meeting

7:07 P.M.

MEMBERS PRESENT: J.W. Dell’Orto
Clifford Overmier
Richard Blood
John Lavaroni
Scott Speer

MEMBERS ABSENT: None

STAFF PRESENT: Donna Leatherman, General Manager
Kate Jesus, Administrative Account Assistant
Adam Brown, Legal Counsel
John Schmidt, Weber, Ghio & Associates

OTHERS PRESENT: None

1. ROLL CALL AND PLEDGE OF ALLEGIANCE: The regular meeting was called to order by President Dell’Orto at 7:07pm. Directors Dell’Orto, Overmier, Blood, Lavaroni and Speer were present.

2. PUBLIC COMMENT (Limit 3 minutes per person/15 minutes per subject): None

3. PUBLIC HEARING AND CONSIDERATION OF ADOPTION OF PROPOSED RESOLUTION 2020-2: UPDATE TEMPORARY WATER SERVICE FEES FOR BULK WATER FEE: The Manager reported that the notice for public hearing was posted in the Calaveras Enterprise and an email notification went out to all current and former bulk water haulers. An email received from a hauler was read aloud by the Manager. President Dell’Orto opened the public hearing. With no public comment, the hearing was closed. A motion was made by Director Overmier, seconded by Director Lavaroni, to adopt Resolution 2020-2: Update Temporary Water Service Fees for Bulk Water Fee as presented. A roll call vote was taken. Directors Dell’Orto, Overmier, Blood, Lavaroni and Speer voted yes. Motion carried 5-0.

4. APPROVAL OF CONSENT CALENDAR:
- a. Minutes for Regular Meeting of February 11, 2020
 - b. Directors Report for February 2020
 - c. Monthly Maintenance Report for February 2020
 - d. Monthly Water Report for February 2020

Director Blood commented on the minutes regarding the Process Solutions, Inc. invoice and again asked for further clarification on the purpose of the pump; the Manager would get clarification. He also mentioned the minutes regarding the concerns with the lack of a written agreement with the District Engineer regarding the modeling file and software license. The General Manager referenced an email from the District Engineer that addressed his concerns. Director Blood insisted stated that this does not clarify the District’s ability to obtain data files. District Legal Counsel will review. Director Blood requested clarification on the Director’s Report regarding the bulk water usage and the line item for ‘Memberships’; the General Manager clarified. A motion was made by Director Lavaroni, seconded by Director Overmier, to approve the Consent Calendar as presented. Motion carried 5-0.

5. FINANCIAL BUSINESS:

a. Approval of Claim Summary #737: Director Blood inquired about the payments to TD Ameritrade Trust Company; the General Manager reported they are employee's voluntary contributions to their 457 Plans. A motion was made by Director Overmier, seconded by Director Blood, to approve the Claim Summary #737 in the amount of \$143,848.13 as presented. Motion carried 5-0.

President Dell'Orto requested to move to agenda item 11.

11. UPDATE/DISCUSS: COURT STREET LINE REPLACEMENT PROJECT

a. Authorize Manager to Advertise Request for Proposals (RFP): The General Manager reported on the detailed Engineer's memo which provided the Board with a background on project details from 2018, including explanation of project changes and increased cost. Director Blood recommended postponing the project and requested more information before consideration by the Board. He expressed concerns with the changes to the project scope and increase in cost from the original estimate in October 2018. He also inquired about the engineering costs for the project and if they were included in the estimate; the General Manager clarified. Mr. Schmidt reported on the project and mentioned the changes from the original estimate and scope which included the updated Calaveras County Dig Once Policy and required sewer line separation permit. Director Blood requested that the Board be kept informed of project changes and cost overrun before being considered for action. He stated he was uncomfortable with the increase in cost. The General Manager stated that the updates to projects are included in the monthly Manager's Report. Director Overmier stated that the project should go out to bid. A motion was made by Director Lavaroni, seconded by Director Overmier, to authorize the General Manager to advertise request for proposals (RFP) for the Court Street line replacement project. Directors Dell'Orto, Overmier, Speer, and Lavaroni voted yes. Director Blood voted no. Motion carried 4-1.

6. AD HOC COMMITTEE REPORT – POLICIES AND PROCEDURES (DIRECTORS OVERMIER AND BLOOD):

a. Consideration of Resolution 2020-3: Resolution Adopting District Policies: Director Lavaroni acknowledged the committee's hard work on the policy updates and Mr. Brown stated that the committee meetings were very effective in the updating process. The Board reviewed each section individually for comments or concerns. Director Blood explained the difference between standing committees and ad hoc committees as mentioned in Policy 4105; Mr. Brown clarified the reasoning behind the use of an ad hoc committee for an as-needed basis. The General Manager stated that Policy 4110 changes the title of Chairperson to President; Mr. Brown stated this is how it is referenced in the Public Utility Code. Director Blood commented on Policy 4220 stating that the Board can recommend to record certain meetings provided it complies with the Brown Act. A motion was made by Director Overmier, seconded by Director Speer, to approve Resolution 2020-3: Resolution Adopting District Policies as presented. A roll call vote was taken. Directors Dell'Orto, Overmier, Blood, Lavaroni and Speer voted yes. Motion carried 5-0.

7. CONSIDERATION OF RESOLUTION 2020-4: RESOLUTION TO ADOPT A DISTRICT MISSION STATEMENT: The Board was presented with three drafts to consider. A motion was made by Director Lavaroni to accept one of the three drafts; motion failed due to no second. Director Speer liked the mention of stewardship in draft #3. A motion was made by Director Lavaroni, seconded by Director Speer, to accept draft #3 and approve Resolution 2020-4: Resolution to Adopt a District Mission Statement as presented. A roll call vote was taken. Directors Dell'Orto, Overmier, Blood, Lavaroni and Speer voted yes. Motion carried 5-0.

8. CONSIDERATION OF RESOLUTION 2020-5: RESOLUTION DECLARING SURPLUS PROPERTY: The 2000 Toyota Tacoma pickup is no longer in service and the General Manager recommended to surplus the truck and arrange for a sealed bid auction with a minimum bid of \$2,500. Director Lavaroni inquired if there were any benefits to the District for donating the truck; Mr. Brown

clarified and stated it would have to be donated to another agency. A motion was made by Director Lavaroni, seconded by Director Overmier, to approve Resolution 2020-5: Resolution Declaring Surplus Property as presented. A roll call vote was taken. Directors Dell'Orto, Overmier, Blood, Lavaroni and Speer voted yes. Motion carried 5-0. Director Overmier directed the Manager to set a minimum bid of \$2,500.

9. DISOLUTION OF BOARD COMMITTEES APPOINTED AT THE JANUARY 15, 2019 BOARD MEETING: President Dell'Orto dissolved the committees appointed at the January 15, 2019 Board meeting and stated that the newly adopted policies address committee formation.

10. SUGGESTED AD HOC COMMITTEE FOR CAPITAL IMPROVEMENT PROJECTS (DIRECOR BLOOD): Director Blood requested an ad hoc committee be appointed for Capital Improvements Projects (CIP's) which would work with staff and consultants to establish a prioritized list of CIP's that the District is considering for additions, repairs, replacements, or upgrades to the District's infrastructure in the next five years. He expressed concerns with the need for detailed project descriptions as a condition included in the resolution for the approval of the fiscal year 2019/20 budget. President Dell'Orto deferred consideration for the development of the committee for two months or until the policy updates and SEIU negotiations are complete. Director Lavaroni agreed. Director Speer inquired about the timeframe for completions; Mr. Brown stated that the SEIU negotiations have a deadline of April and the policy updates should be complete by mid-summer. The General Manager recommended the Board consider a Master Plan update and emphasized the need to use an independent consultant.

12. STAFF REPORTS:

a. General Manager's Report: A report of ongoing projects was provided for review and discussion, which included information on the rebuild of pump and motor #1 at the South Fork Pump Station, upcoming CSDA Gold Country Chapter workshop, status of the Paloma fire house project, information on the draft report from SWRCB regarding drought index, the CRWA leak detection program, FEMA 2019 storm damages, EAP's for Jeff Davis and Schaads reservoirs, and future plans for the update of the billing/accounting software. A quote was provided for the contract with Mar Tech to remove and evaluate the Schaads hydro motor, turbine and impellor.

b. Legal Counsel Report: Nothing to report.

c. Engineer's Report: The Board reviewed the report. Director Blood inquired about the SRF grant application and a defined list of projects for the Treatment Plant improvements. He also inquired about the details of the Water Loss Control Program. Director Blood suggested possible cost savings if District staff could assist in the process. The General Manager stated there is not adequate staff for this project. The Board discussed the option to employ a staff engineer which was not recommended. Director Blood expressed concerns with the increasing costs and suggested staff develop project scopes in the future.

13. BOARD MEMBERS REPORT

a. LAFCO – Meeting Reminder 3/16/20 – Director Lavaroni will attend.

b. UMRWA – Meeting Reminder 4/24/20 – Director Blood will attend. He mentioned EBMUD's recent position on legislature items.

President Dell'Orto stated that Chris Swann was recently promoted to Manager of the Mokelumne Watershed for EBMUD. Director Lavaroni asked that future Board meetings start at 7:00pm and not postpone until his arrival.

14. CLOSED SESSION

a. Personnel Matters

Update on Negotiations with SEIU Local 1021 (Government Code § 54957.6)

Agency Designated Representative: Donna Leatherman

At 9:17pm the Board convened to a closed session. The Board reconvened at 10:49pm. The Board heard a report and no action was taken. President Dell'Orto called for a Special meeting on Wednesday, March 18, 2020 at 5:00pm.

15. ADJOURNMENT (Next Regular Meeting on April 14, 2020 at 7:00pm): As there was no further business to come before the Board, a motion was made by Director Speer, seconded by Director Overmier, to adjourn the meeting at 10:50 p.m. Motion carried 5-0.

Respectfully submitted,

Kate Jesus, Administrative Account Assistant

System Totals Report

Calaveras P.U.D.

Water Sold This Month

16,918,800 Gallons

	Amount (\$)	# Of Accounts
Total Water	149,672.54	1,902
Total Late Charge	1,650.00	55
Total Adjustments	1,013.38	19
Total New Acct Fee	245.00	7
Total Service Call Out	105.00	3
Total Current Charges	152,685.92	1,903
<hr/>		
Amount Past Due 1-30 Days	12,757.62	187
Amount Past Due 31-60 Days	1,019.13	20
Amount Past Due Over 60 Days	5,579.29	9
Amount Of Overpayments/Prepayments	-29,495.89	360
Total Receivables	142,546.07	1,810

Total Receipts On Account	162,086.44	1,698
Net Change in Deposits	0.00	0
Amount of All Deposits	0.00	
Turned Off Accounts (Amount Owed)	5,749.22	156
Collection Accounts (Amount Owed)	5,749.22	156
Number Of Unread (Turned On) Meters		
Average Usage For Active Meters	8,858	1,910
Average Water Charge For Active Meters	78.69	1,902

Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		35	6,641,870	39.26	15.06
40,001-50,000		10	444,260	2.63	1.59
30,001-40,000		20	689,291	4.07	2.30
20,001-30,000		41	979,365	5.79	3.66
10,001-20,000		166	2,247,841	13.29	10.55
8,001-10,000		107	958,777	5.67	5.22
6,001-8,000		198	1,372,733	8.11	8.68
4,001-6,000		343	1,668,198	9.86	13.89
2,001-4,000		507	1,488,023	8.80	19.92
1-2,000		430	428,444	2.53	17.10
Zero Usage		53	0	0.00	2.04
<hr/>					
Total Meters		1,910	16,918,802	100.00	100.00

Monthly Maintenance Report

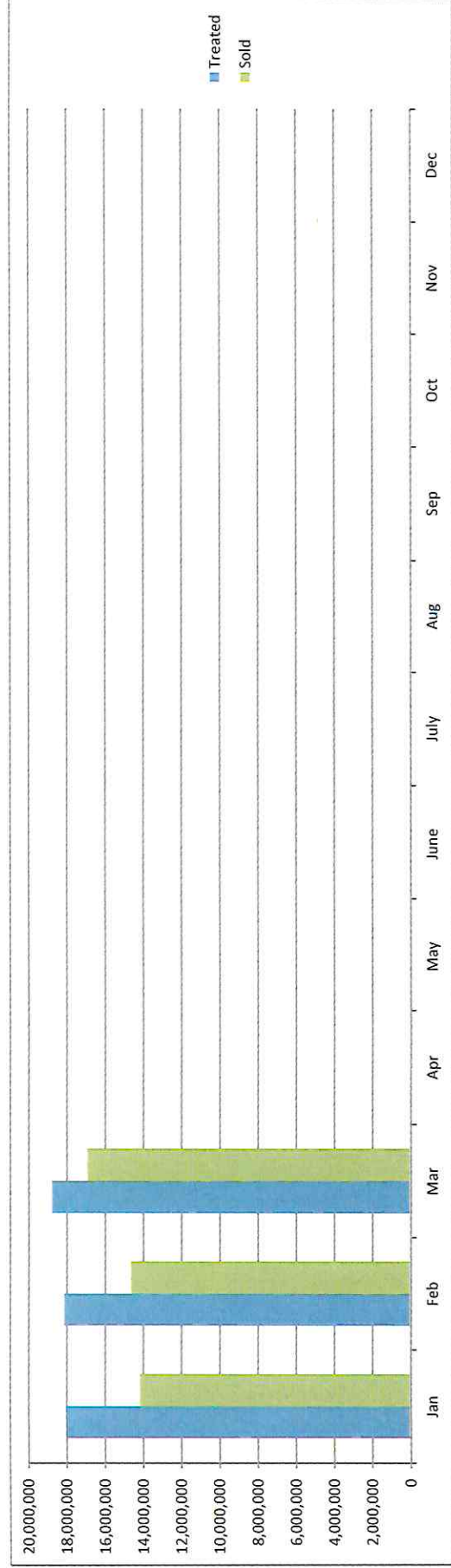
March 2020

LOCATION	DESCRIPTION OF WORK	STATUS
Jeff Davis WTP	Monthly operation and maintenance	Complete
	Routine water sampling and State reporting, WTP in compliance	Complete
	Treated Water - 18,767,208 gallons	
	Monthly backup Generator check	Complete
	Replaced #6 influent air cylinder	Complete
	Replaced air compressor with back up compressor	Complete
	Annual DSOD Dam inspection	Complete
	Solarbee quarterly inspection	Complete
Warehouse Shop	Repaired roof on pole barn carport	Complete
South Fork Pump Station	Weekly routine checks - Pumping through 3/15/20 (2 pumps)	Complete
	Tree removal and clean up (Volcano)	Complete
Schaads Reservoir	Weekly checks	Complete
	MarTech pull pump and motor for evaluation	Pending
	Annual DSOD Dam inspection	Complete
Glencoe Pump Station	Weekly checks - routine monitoring	Complete
Ponderosa PRV Hydro	Weekly checks - routine monitoring	Complete
	Motor/turbine rebuild	Pending
	Electrical panel upgrade	Pending
MCV PRV Hydro	Weekly checks - routine monitoring	Complete
Garamendi's PRV Hydro	Weekly checks - routine monitoring	Complete
	10" stem on packing repaired	Complete
San Andreas Distribution	Routine operations, sampling	Complete
	San Andreas Fill Stations inspections & fee update	Complete
	San Andreas Tank Smartman change out	Complete
Moke Hill Distribution	Routine operations, sampling	Complete
	4" main repair at Rich Gulch Road (needs replacement)	Complete
	Mokelumne Hill Fill Station inspection & fee update	Complete
	Follow up to Center St/Miwok Trail repair (add cutback, clean up)	Complete
Glencoe Distribution	Routine operations	Complete
Paloma Distribution	Routine operations, sampling	Complete
	Paloma Fill Station inspection & fee update	Complete
Rail Road Flat Distribution	Routine operations, sampling	Complete
	Rail Road Flat Fill Station inspection & fee update	Complete
Safety	COVID-19	In Progress

Calaveras Public Utility District (2020)

Water Treated and Water Sold Comparison

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	TOTAL
Treated	17,976,016	18,120,398	18,767,208	0	0	0	0	0	0	0	0	0	54,863,622
Sold	14,154,158	14,629,479	16,918,802	0	0	0	0	0	0	0	0	0	45,702,439
% difference	-21.26%	-19.27%	-9.85%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-16.70%



Financial Business

- a. Approval of Claim Summary #738

Discussion

The Claim Summary #738 submitted of \$143,848.13 reflects payments with descriptions showing on the Bill Payments for All Vendors report.

Recommended Action: Approval of Claim Summary #738: \$143,848.13

Motion 1st _____, 2nd _____, Carried _____

CALAVERAS PUBLIC UTILITY DISTRICT

CLAIM SUMMARY # 738

DATE: March 2020

The claims listed on the schedules attached to this summary have been examined and found to be correct and proper demands against the Calaveras Public Utility District.

Claims Submitted	\$88,932.15
Payroll Submitted	\$30,206.95
P/R Tax Deposits	\$14,546.98
Sub-total	\$133,686.08

Net Additions	
Net Deductions	
Claim Summary Approved for	\$143,848.13



Admin Acct Assistant, Calaveras Public Utility District

Calaveras Public Utility District
Summary Balance Sheet
As of March 31, 2020

	<u>Mar 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	180,686.21
Other Current Assets	<u>4,375,576.45</u>
Total Current Assets	4,556,262.66
Fixed Assets	8,152,078.15
Other Assets	<u>604,328.83</u>
TOTAL ASSETS	<u>13312669.64</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	51,308.76
Other Current Liabiliti...	<u>1,722,278.40</u>
Total Current Liabilities	1,773,587.16
Long Term Liabilities	<u>82,098.31</u>
Total Liabilities	1,855,685.47
Equity	<u>11456984.17</u>
TOTAL LIABILITIES & EQU...	<u>13312669.64</u>

**Calaveras Public Utility District
Bill Payments for All Vendors
March 2020**

Name	Num	Date	Amount	GL #	Amount
ACWA-Health	22228	03/30/2020	980.27	5643	Dental & vision insurance (April)
Alpha Analytical Labs, Inc.	22218	03/15/2020	340.00	5623	Lab fees (February)
Alpha Analytical Labs, Inc.	22241	03/31/2020	520.00	5323	Lab fees (March)
American Fidelity Assurance	22229	03/30/2020	228.82	5646	125 Cafeteria Plan (March)
American Fidelity Assurance Co.(Flex)	22230	03/30/2020	287.50	5646	125 Flex Plan (March)
American Fidelity Assurance Co.(Flex)	22242	03/31/2020	287.50	5646	125 Flex Plan (April)
AT & T	22243	03/31/2020	656.24	5432	Utilities
AT & T	22244	03/31/2020	67.78	5621/5432	Utilities
Blood, Richard	22245	03/31/2020	25.00	5680	Director compensation
Cal PERS	EFT	03/31/2020	10,266.62	5643	Health insurance (Marxh)
Calaveras Auto Supply	22219	03/15/2020	75.86	5424	Vehicle maintenance (February)
Calaveras Auto Supply	22246	03/31/2020	72.27	5424/5421	Vehicle maintenance / materials & supplies (March)
Calaveras Public Power Agency	22247	03/31/2020	25,491.70	5432/5621/5230	Utilities
California Rural Water Association	22248	03/31/2020	816.00	5683	Annual membership dues
Carbon Copy Inc.	22249	03/31/2020	635.14	5623/5620	Printer/copier contact / materials & supplies
Care Free Lawns	22220	03/15/2020	150.00	5623	Landscape services (February)
Care Free Lawns	22250	03/31/2020	150.00	5623	Landscape services (March)
Cole Tiscornia Construction	22251	03/31/2020	6,615.00	5422	Rich Gulch Rd & Campo Seco/Center St repair
Comcast	22231	03/30/2020	307.04	5621	Utilities
Datco Billing	22252	03/31/2020	68.00	5422	DOT Compliance services
De Lage Landen Financial Services Inc.	22232	03/30/2020	83.66	5623	Printer/copier contact
Dell'Orto, J.W.	22253	03/31/2020	25.00	5680	Director compensation
Fischer, Merle	22233	03/30/2020	371.07	5647	Post retirement health reimbursement (April)
Garrett's Cross Connection Control	22234	03/30/2020	240.00	5422	Annual backflow testing
Garrett's Cross Connection Control	22254	03/31/2020	225.00	5422	Annual backflow testing
Grainger	22255	03/31/2020	196.51	5421	Materials & supplies
Henwood Associates, Inc.	22256	03/31/2020	856.57	5200	SA tank SmartMan replace / Ponderosa Hydro repair
Hill Rivkins Brown & Associates	22257	03/31/2020	6,401.50	5682	Legal services (February)
Hobgood's Cleaning Service	22235	03/30/2020	160.00	5623	Janitorial services (March)
Hunt & Sons Inc.	22236	03/30/2020	1,702.23	5424	Fuel
Jackson Tire	22258	03/31/2020	1,036.39	5424	Vehicle maintenance (Truck #6)
Jorgensen Company	22259	03/31/2020	805.00	5422	Annual fire extinguisher maintenance
Knick, Sharon	22260	03/31/2020	77.28	1371	Overpayment (account closed)
Lavaroni, John	22261	03/31/2020	25.00	5680	Director compensation
Lehigh Hanson	22262	03/31/2020	111.58	5421	Materials & supplies
Mead and Hunt, Inc.	22237	03/30/2020	2,656.00	5430	Engineering services (Middle Fork/Jeff Davis EAP)
Motherlode Answering Service	22222	03/15/2020	203.00	5623	Answering service contract (February)
Motherlode Answering Service	22263	03/31/2020	210.56	5623	Answering service contract (March)
NTU Technologies, Inc.	22264	03/31/2020	4,289.04	5322	Treatment Plant materials & supplies
Overmier, Clifford	22265	03/31/2020	25.00	5680	Director compensation
Pace Supply	22266	03/31/2020	1,096.18	5421	Materials & supplies
Pacific Gas & Electric	22223	03/15/2020	640.66	5200/5201/5621	Utilities
Pacific Gas & Electric	22238	03/30/2020	357.23	5200/5201	Utilities
Pacific Gas & Electric	22267	03/31/2020	134.43	5621/5432	Utilities
Postmaster	22268	03/31/2020	700.00	5622	Postage
Public Employees Retirement System	EFT	03/31/2020	13,352.83	5645	Retirement (March)
Safe T Lite	22239	03/30/2020	617.01	5421	Materials & supplies
San Andreas Print Shop	22224	03/15/2020	33.32	5622	Postage
San Andreas Print Shop	22269	03/31/2020	16.56	5622	Postage
San Andreas Sanitary District	22270	03/31/2020	377.04	5432/5620	Utilities
Sender's Market Inc.	22271	03/31/2020	239.45	5421/5322	Materials & supplies
Speer, Scott	22272	03/31/2020	25.00	5680	Director compensation
Staples Credit Plan	22225	03/15/2020	108.70	5621	Materials & supplies (January)
Staples Credit Plan	22273	03/31/2020	266.32	5621	Materials & supplies (February)
TD Ameritrade Trust Company	22226	03/15/2020	600.00	2317	457 Plan
TD Ameritrade Trust Company	22240	03/30/2020	600.00	2317	457 Plan
Treat's General Store	22274	03/31/2020	122.71	5421/5322/5620	Materials & supplies
Verizon Wireless	22275	03/31/2020	264.88	5432	Utilities
Volcano Telephone	22276	03/31/2020	518.71	5230/5322/5200/5201	Utilities
Wells Fargo Bank	22227	03/15/2020	1,119.99	5623/5620	Contract services / Materials & supplies
			88,932.15		

PAYROLL JOURNAL

Payroll Payroll Inc

0085 A850-4915 Calaveras Public Utility District

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				REIMB & OTHER PAYMENTS	WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS				
**** 10 MAINTENANCE Cunningham, John L 1	Salary			2,365.76		Social Security	176.83	Direct Deposit # 20847
	Overtime	40.9500	10.00	409.50		Medicare	41.35	Check Amt 0.00
	CPUD Ins			76.86		Fed Income Tax	316.38	Chkg 0017 2,142.12
	Vacation		M40:00			CA Income Tax	46.92	
						CA Disability	28.52	
	EMPLOYEE TOTAL		50.00	2,852.12			610.00	Net Pay 2,142.12
Moe, James G 8	Salary			2,381.60		Social Security	183.66	Direct Deposit # 20848
	Overtime	41.2200	13.50	556.47		Medicare	42.95	Check Amt 0.00
	CPUD Ins			24.12		Fed Income Tax	299.50	Chkg 5056 2,310.22
						CA Income Tax	96.24	
						CA Disability	29.62	
	EMPLOYEE TOTAL		13.50	2,962.19			651.97	Net Pay 2,310.22
Rovera, Wyatt N 13	Salary			2,072.20		Social Security	191.60	Direct Deposit # 20849
	Overtime	35.8650	12.00	430.38		Medicare	44.81	Check Amt 0.00
	CPUD Ins			587.74		Fed Income Tax	400.42	Chkg 9965 2,138.32
						CA Income Tax	148.90	
						CA Disability	30.90	
	EMPLOYEE TOTAL		12.00	3,090.32			816.63	Net Pay 2,138.32
**** 20 MANAGER Leatherman, Donna M 7	Salary			4,708.21		Social Security	311.99	Direct Deposit # 20850
	CPUD Ins			323.77		Medicare	72.96	Check Amt 0.00
						Fed Income Tax	764.99	Chkg 2134 1,000.00
						CA Income Tax	354.37	Chkg 8258 2,177.35
						CA Disability	50.32	
	EMPLOYEE TOTAL			5,031.98			1,554.63	Net Pay 3,177.35
**** 30 METERS Duke, Kelly 9	Hourly	26.4000	32.00	844.80		Social Security	52.38	Readychex # 1939800117
						Medicare	12.25	Check Amt 587.18
						Fed Income Tax	124.15	
						CA Income Tax	60.39	
						CA Disability	8.45	
	EMPLOYEE TOTAL		32.00	844.80			257.62	Net Pay 587.18
**** 40 SECRETARY Jesus, Kate E 5	Salary			1,724.77		Social Security	121.16	Direct Deposit # 20851
	Overtime	29.8500	6.00	179.10		Medicare	28.33	Check Amt 0.00
	CPUD Ins			50.30		Fed Income Tax	144.84	Chkg 0650 1,451.18
	Sick		M9:00			CA Income Tax	27.20	
						CA Disability	19.54	
	EMPLOYEE TOTAL			1,954.37			231.07	Net Pay 1,451.18

PAYROLL JOURNAL

Payrolls by Paychex, Inc.

0085 A850-4915 Calaveras Public Utility District

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS REIMB & OTHER PAYMENTS			
**** 40 SECRETARY (cont.) Jesus, Kate E (cont.) 5	EMPLOYEE TOTAL		15.00	1,954.17	341.07	161.92	Net Pay 1,451.18
**** 60 EXTRA CLERICAL Storm, Kathleen J 15	Hourly	25.0000	48.00	1,200.00	Social Security 74.40 Medicare 17.40 Fed Income Tax 123.77 CA Income Tax 21.30 CA Disability 12.00	Direct Deposit # 20852 Check Amt 0.00 Chkg 6876 951.13	
**** 70 SUPERINTENDENT Beaudreau, Bret A 11	EMPLOYEE TOTAL		48.00	1,200.00	248.87	Net Pay 951.13	
	Salary			4,502.53	Social Security 329.31	Direct Deposit # 20853	
	CPUD Ins			808.86	Medicare 77.02	Check Amt 0.00	
	Sick		M11:00		Fed Income Tax 966.05	Chkg 0608 3,401.90	
	EMPLOYEE TOTAL		11.00	5,311.39	CA Income Tax 384.00 CA Disability 53.11	Net Pay 3,401.90	
COMPANY TOTALS 8 Person(s) 8 Transaction(s)	Hourly		80.00	2,044.80	1,441.33	550.00	Check Amt 587.18
	Salary			17,755.07	337.07	247.29	Dir Dep 15,572.22
	Overtime		41.50	1,575.45	3,140.10		
	CPUD Ins		20.00	1,871.65	1,139.32		
	Sick		40.00		232.46		
	Vacation		181.50	23,246.97	6,290.28	797.29	Net Pay 16,159.40
	COMPANY TOTAL				Employer Liabilities		
					Social Security 1,441.32		
					Medicare 337.09		
					CA Unemploy 34.76		
					CA Emp Train 2.04		
					TOTAL EMPLOYER LIABILITY 1,815.21		
					TOTAL TAX LIABILITY 8,105.49		
(IC) = Independent Contractor							

PAYROLL JOURNAL

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS				WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS					
	DESCRIPTION	RATE	HOURS	EARNINGS				REIMB & OTHER PAYMENTS				
**** 10 MAINTENANCE Cunningham, John L 1	Salary			2,448.81		Social Security	192.13					
	Overtime	40.9500	14.00	573.30		Medicare	44.94	457 EE Pretax	100.00	Direct Deposit # 20854		0.00
	CPUD Ins			76.86		Fed Income Tax	370.69			Check Amt		2,302.44
						CA Income Tax	57.78			Chkg 0017		
	EMPLOYEE TOTAL		14.00	3,098.97		CA Disability	30.99			Net Pay		2,302.44
Moe, James G 8	Salary			2,464.96		Social Security	184.99			Direct Deposit # 20855		
	Overtime	41.2200	12.00	494.64		Medicare	43.26			Check Amt		0.00
	CPUD Ins			24.12		Fed Income Tax	302.09			Chkg 5056		2,325.88
						CA Income Tax	97.66					
	EMPLOYEE TOTAL		12.00	2,983.72		CA Disability	29.84			Net Pay		2,325.88
Rovera, Wyatt N 13	Salary			2,144.73		Social Security	169.41			Direct Deposit # 20856		
	CPUD Ins			587.74		Medicare	39.62	Retirement	140.27	Check Amt		0.00
						Fed Income Tax	320.62			Chkg 9965		1,922.75
						CA Income Tax	112.48					
	EMPLOYEE TOTAL			2,732.47		CA Disability	27.32			Net Pay		1,922.75
**** 20 MANAGER Leatherman, Donna M 7	Salary			4,708.21		Social Security	311.98			Direct Deposit # 20857		
	CPUD Ins			323.77		Medicare	72.97			Check Amt		0.00
						Fed Income Tax	764.99	457 EE Pretax	300.00	Chkg 2134		1,000.00
						CA Income Tax	354.37			Chkg 8258		2,177.35
	EMPLOYEE TOTAL			5,031.98		CA Disability	50.32			Net Pay		3,177.35
**** 40 SECRETARY Jesus, Kate E 5	Salary			1,793.65		Social Security	114.33			Direct Deposit # 20858		
	CPUD Ins			50.30		Medicare	26.74			Check Amt		0.00
						Fed Income Tax	131.06	457 EE Pretax	50.00	Chkg 0650		1,362.14
						CA Income Tax	24.67	Retirement	116.57			
	EMPLOYEE TOTAL			1,843.95		CA Disability	18.44			Net Pay		1,362.14
**** 60 EXTRA CLERICAL Storm, Kathleen J 15	Hourly	25.0000	52.50	1,312.50		Social Security	81.38			Direct Deposit # 20859		
						Medicare	19.03			Check Amt		0.00
						Fed Income Tax	137.27			Chkg 6876		1,035.44
						CA Income Tax	26.25					
	EMPLOYEE TOTAL			1,312.50		CA Disability	13.13			Net Pay		1,035.44

**Consideration of Resolution 2020-6: Resolution Adopting District Policy 2170 –
Discontinuance of Residential Water Service for Non-Payment (As required by SB 998)**

Background

The Water Shutoff Protection Act (aka SB 998) was approved by the Governor in 2018 for implementation by April 2020. The Act was introduced to minimize the number of Californians that water service is discontinued due to inability to pay. Some of the requirements established by SB998 include:

- Districts have an establish a written policy on disconnection.
- Requires alternate payment schedules.
- Formal appeals process.
- Website and language posting requirements.
- Exception required to those meeting low income levels.
- Owner and Occupant (if not owner) must be mailed discontinuance
- Notification be mailed ten (10) day prior to discontinuance.
- Option to allow tenant to become customer (per District terms and conditions)

Recommended Action:

Approve Resolution 2020-6: Resolution Adopting District Policy 2170 – Discontinuance of Residential Water Service for Non-Payment (As required by SB 998)

Motion 1st _____, 2nd _____, Carried _____, Roll Call Vote

RESOLUTION 2020-6

RESOLUTION ADOPTING DISTRICT POLICY 2170 – DISCONTINUANCE OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT (AS REQUIRED BY SB 998)

WHEREAS, the Board of Directors of the Calaveras Public Utility District, a public agency formed and existing under the California Public Utility District Act, Public Utilities Code Section 15501, *et seq.*, is responsible for the governance of the District pursuant to its statutory authorization; and

WHEREAS, the Board of Directors is statutorily authorized to adopt District ordinances, resolutions, policies and procedures to ensure the proper and orderly function of the District, its services and operations in providing a safe and reliable drinking water supply to its residents; and

WHEREAS, in September 2018, Senate Bill 998 was enacted and added the Water Shutoff Protection Act (SB 998) as California Health and Safety Code section 116900 *et seq.* The Water Shutoff Protection Act (SB 998) establishes additional safeguards related to the termination of residential water service for non-payment to the procedural requirements already established in existing laws; and

WHEREAS, the Water Shutoff Protection Act (SB 998) requires that the Calaveras Public Utility District adopt a written policy regarding the termination of residential water service due to non-payment.

WHEREAS, the District desires to adopt a policy that complies with the requirements of the Water Shutoff Protection Act (SB 998) and the requirements of existing laws, and also includes the District's procedures and practices in connection with the collection of delinquent accounts, including notifications, and the termination of water service;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Calaveras Public Utility District as follows:

1. That the attached Policy 2170, Discontinuance of Residential Water Service Policy (as required by SB 998), be and hereby is adopted by the Board of Directors; and
2. That the aforesaid Policy hereby amends, restates and supersedes any and all prior and currently existing policies of this District pertaining to the subject matter set forth therein; and
3. That unless otherwise amended, restated or superseded herein, all other District policies and procedures presently in existence shall remain unaltered and shall continue in full force and effect.

The foregoing resolution was duly approved and adopted by the Board of Directors of the Calaveras Public Utility District at a regular meeting on the 14th day of April 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Calaveras Public Utility District

Attest:

Kate Jesus, Admin Acct Assistant

I hereby certify the foregoing resolution is a true and accurate copy of the Resolution passed by the Board of Directors of the Calaveras Public Utility District.

Kate Jesus, Admin Acct Assistant

Date

CALAVERAS PUBLIC UTILITY DISTRICT POLICIES

Policy Name:	2170 – DISCONTINUANCE OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT		
Approval Authority:	CPUD BOARD OF DIRECTORS	Adopted:	TBD
Resolution No.	Resolution _____	Revised:	

2170.1 POLICY EXPLANATION

This policy details Calaveras Public Utility District’s (the “District”) administrative actions regarding delinquent accounts and the discontinuance of residential water service for nonpayment. This includes notifications, payment arrangements, account appeals, fees, service discontinuance, and service reconnection. This policy shall comply with all aspects of the *Water Shutoff Protection Act* (SB 998), effective April 1, 2020.

District staff can be contacted in person at the District office or by phone to discuss options for avoiding discontinuation of residential water service for non-payment under the terms of this policy.

A copy of this policy is available to the public on the District website and in writing upon request. This policy is available in English, Spanish, Vietnamese, Korean, Chinese, and Tagalog.

2170.2 DEFINITIONS

- a. *Property Owner (Customer):* The owner(s) of real property with a District water service connection is(are) the individual(s) who is(are) financially responsible for the water service utility payment.
- b. *Alternative Payment Agreement:* A written agreement between the Property Owner and the District providing for the payment of current or delinquent charges on an alternative schedule. All alternative payment agreements must be requested by the Property Owner and approved by the District. See specific details in *Alternative Payment Agreements*, 2170.3).
- c. *Appeals Process:* Written request by the Property Owner to the General Manager for a review, discussion, and possible adjustment of the bill and/or balance on the retail water utility account. See specific details in *Appeals Process*, 2170.4.4.
- d. *General Manager:* The District’s General Manager and/or his/her designee.
- e. *Non-Payment:* Failure of the Property Owner to pay all charges (including penalties and late fees) by the due date, subjecting the water utility account to potential service discontinuance.
- f. *Delinquent Account:* Any account that is not paid, in full, by midnight on the 15th day of the month that it is due.

- g. *Service Discontinuance (Lock-Off)*: The discontinuance of service at an address by turning off and locking a meter (or service connection if not metered), or the removal of a meter due to non-payment.
- h. *Small Balance Account*: Any balance on an account of \$30.00 or less may be carried over and added to the next billing period without being assessed a late fee or incurring further collection action.

2170.3 ALTERNATIVE PAYMENT AGREEMENTS

Any and all alternative payment agreements must be requested by the Property Owner prior to the scheduled date of service discontinuance (lock-off). Alternative Payment Agreements include: 1) Alternate Payment Arrangements/Temporary Deferral of Payment; 2) Payment Amortization; 3) Partial or Full Reduction of Unpaid Balance.

2170.3.1 *Alternative Payment Arrangement/Temporary Deferral of Payment*: A Property Owner who is unable to pay for residential water service within the normal payment period may request an alternative payment arrangement or a temporary deferral of payment to avoid late fees or disruption of service. The General Manager will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.

2170.3.2 *Payment Amortization*: Payment arrangements that extend into multiple months are considered an amortization plan. An amortization plan will amortize the unpaid balance over an extended period agreed to by the District, not to exceed 12 months from the original date of the bill (unless approved by the General Manager). Amortization Plans must be in writing and signed by the Property Owner. The amortized payment amount and the current payment must be received by the District by midnight on the 15th of each month. The Property Owner must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period.

2170.3.3 *Partial Reduction of Unpaid Balance*: Request of partial reduction of the unpaid account balance must be presented in writing to the District office, and will be forwarded to the General Manager. Only one request per residential account may be presented by the Property Owner associated with that account within a twelve-month period. Decisions by the General Manager are final.

2170.3.3.1 Only one active alternative payment agreement may exist on an account at any given time. A Property Owner will not be eligible to participate in any alternative payment agreement if he or she has failed to comply with the terms of a prior alternative payment arrangement within the previous twelve (12) month period.

2170.3.3.2 Failure to comply with the terms of any alternate payment agreement listed above will result in the account being subject to service discontinuance. Service may be discontinued (shut-off) if either of the following occurs: (1)

the Customer fails to comply with the terms of an alternative payment agreement and the breach remains uncured for a period of 30 days or (2) if the Customer does not pay his or her current residential service charges for 60 days or more while participating in an alternative payment agreement.

2170.3.3.3 The District retains the ability to select which of the payment arrangement options are available to the Property Owner, and may set the parameters for such. (SB 998, Chapter 6, §116910, article (b)2).

2170.3.3.4 It is the Property Owner's obligation to ensure the timely submission of complete and satisfactory documentation demonstrating eligibility to participate in an alternative payment agreement. If the information is not submitted in a timely manner or if the information is incomplete, the District will provide notice of a new intended disconnection date no earlier than five (5) calendar days after mailing. In such a circumstance, the only way to avoid the disconnection of service is the payment, in full, of all delinquent charges.

2170.4 APPEALS PROCESS

If the Property Owner wishes to appeal all or part of the account balance, a written request for such must be presented to the District office and will be forwarded to the General Manager. While an account appeal is pending, no additional Late Charges will be applied to the account balance. The District will also not discontinue (shut-off) water service for non-payment while the appeal is pending. (SB 998, 116908, §2b)

2170.4.1 The written request for appeal may be dropped off in person or mailed to the District office.

2170.4.2 The written request must include the Property Owner's contact information, the amount requested for appeal, and the explanation/justification for the request.

2170.4.3 This request must be received within 60 days of the issuance of the bill the customer wishes to appeal and prior to the scheduled date of service discontinuance (shut-off).

2170.4.4 For purposes of the appeal, disputed water charges are presumed valid. The burden rests with the account owner to demonstrate an inaccuracy by a preponderance of the evidence.

2170.5 LATE FEES

2170.5.1 Late Fees (if applicable) are assessed on the 16th of the month. Fees are calculated on all accounts that have a balance exceeding \$25.00 as of 12:00pm(noon) on the 16th of the month.

2170.5.2 An outstanding balance that carries over multiple months may be assessed multiple late fees.

2170.5.3 Late fees will not be assessed on unpaid charges that are the subject of an alternative payment agreement or on unpaid charges that were the subject of an unsuccessful appeal and which are not paid, in full, within five (5) days following the appeal.

2170.5.4 The Property Owner may request a waiver of late fee charges if the account has not been assessed late fees within the preceding twelve (12) months. Approval of a waiver is at the discretion of the District.

2170.6 SERVICE DISCONTINUATION NOTIFICATION

2170.6.1 30-DAY NOTICE

2170.6.1.1 As a courtesy, the District will make a reasonable, good faith effort to notify Property Owners who have a delinquent account approximately 30 days after initial bill issuance.

2170.6.1.2 The District assumes no responsibility for phone or other contact information that has not been kept up-to-date by the Customer.

2170.6.2 60-DAY NOTICE

2170.6.2.1 As a courtesy, the District will again make a reasonable, good faith effort to notify the Property Owner that the account remains past due approximately 60 days after bill issuance.

2170.6.2.2 The District assumes no responsibility for phone or other contact information that has not been kept up-to-date by the Customer.

2170.6.3 SHUT-OFF NOTICE

2170.6.3.1 The District will make a reasonable, good faith effort to notify a Property Owner whose account remains delinquent on the 16th day of the second month after the initial bill was issued (approximately 70-73 days delinquent).

- a. The Property Owner will be advised of the amount past due, the service disconnection (shut-off) date, instructions on how to contact the District to make payment arrangements or appeal the bill, and the availability of the District's Policy on Discontinuation of Residential Service for Non-Payment in writing.
- b. This final notice will be provided a minimum of seven (7) days prior to water service disconnection. (SB 998, 116908, §a1A)

- c. The District assumes no responsibility for phone or other contact information that has not been kept up-to-date by the Customer.

2170.6.3.2 If the Property Owner's mailing address on file with the District and the address of the property to which water service is provided are different, a notice will be mailed to the Property Owner's address and to the service address, addressed to "Occupant". (SB 998, 116908, §a1C)

2170.6.3.3 If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to post the "Final Notice" in a conspicuous place at the service address subject to discontinuation of water service. (SB 998, 116908, §a2)

2170.6.4 OTHER SERVICE TYPES

2170.6.4.1 For services other than to Property Owner-occupied detached single family residences, including commercial, master meter, multi-unit residential structure, or mobile home park, where the offsite owner/manager/employer is the account owner (customer), at least ten (10) days before water service disconnection, the District shall also attempt to notify the occupant(s) of the premises where service is provided of the pending service termination.

2170.6.4.2 In a tenant/landlord situation, the District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least ten (10) days before water service disconnection.

- a. The written notice will advise the tenant/occupant that they have the right to become the Property Owner without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address.
- b. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of valid tenancy in the form of a rental agreement or proof of rent payments.

2170.7 WATER SERVICE DISCONTINUATION

2170.7.1 All delinquent water service payments must be received by the District by 12:00pm(noon) on the day specified in the Final Notice. Any customer's account which remains unpaid and without an alternative payment agreement beyond the due date of the final notice will be subject to water service discontinuation (shut-off).

2170.7.2 All alternative payment agreement requests or requests for appeal must be received by the District office by 12:00pm on the day specified in the written disconnection notice.

2170.7.3 The District will discontinue (shut-off) water service by turning off and locking off the water meter on the date provided on the 30-Day, 60-Day, and Final Service Discontinuation Notices. The Property Owner (Customer) will be charged a “Reconnection Fee.” See Fee Schedule (Appendix B) for Reconnection Fee amount.

2170.7.1 District Field Staff are unable to make payment arrangements or accept payments.

2170.7.2 Water services shall not be shut-off to a residence if **ALL** of the following conditions are met:

- a. Receipt and verification by the District office of “*Certification of Medical Necessity*” provided by the Customer’s Primary Care Provider stating the “*discontinuance of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.*” (SB998 §116910, a1)
- b. A Property Owner (Customer) has demonstrated they are financially unable to pay for residential service within the District’s normal billing cycle. The Property Owner (Customer) “*shall be deemed financially unable to pay for residential service within the ...normal billing cycle if any member of the customers household is a current recipient of CalWORKS, CalFresh, General Assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the households annual income is less than 200 percent of the federal poverty level.*” (SB998 §116910, a2)
- c. The Property Owner (Customer) is willing to enter into an amortization agreement, alternate payment schedule, or a plan for deferred or reduced payment, consistent with the written policies of the District. (SB998 §116910, a3)
- d. It is the Property Owner’s obligation to ensure the timely submission of complete and satisfactory documentation. If the information is not submitted in a timely manner or if the information is incomplete, the District will provide notice of a new intended disconnection date no earlier than five (5) calendar days after mailing. In such a circumstance, the only way to avoid the disconnection of service is the payment, in full, of all delinquent charges, including all late fees.

2170.8 WATER SERVICE RECONNECTION (RESUME SERVICE)

2170.8.1 In order to re-establish or resume water service that has been disconnected for non-payment, the account owner (customer) must pay at minimum

all past-due bill amounts, all late fees and the reconnection fee attributable to the service discontinuation.

2170.8.2 Payment plans and payment amortization plans are not available to the Property Owner while the water service is discontinued.

2170.8.3 The District will endeavor to reconnect service as soon as possible between the hours of 8:30am - 3:30pm on normal business days. At a minimum, the District will reconnect service before the end of the next regular working day following receipt of payment.

2170.8.4 There may not be District personnel available to complete an after-hours reconnection. If available, service restored after 3:30pm Monday-Friday, weekends, or holidays will be charged an after-hours reconnection fee. The after-hours reconnection fee is in addition to the regular reconnection fee and the past-due late fees for a delinquent account. See Fee Schedule for Reconnection Fee amount.

2170.8.5 Water meters, curb cocks, and locks are District property, and shall only be operated by qualified District staff.

- a. Water service that is reconnected or resumed by any individual other than District staff will be subject to a "Lock Replacement Fee". If applicable, these fees will be added to the Property Owner's (Customer's) water utility account, and will be subject to the same policies of water utility services and if left unpaid, may result in the discontinuance of water service.
- b. See Fee Schedule (Appendix B) for Lock Replacement Fees.
- c. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the Property Owner (Customer). Any damage to District property (lock, meter, curb cock, etc.) requiring replacement of equipment will be billed to the Property Owner's water utility account. Charges to the Property Owner will include all costs for replacement and installation of the damaged property.
- d. Unpaid balances for damage to District property or miscellaneous charges will be subject to the same policies of water utility services and if left unpaid, may result in the discontinuance of water service, a lien on the property receiving the water service and/or a lawsuit for damages against the Property Owner.

2170.9 RETURNED PAYMENTS

When a payment of any kind is not honored by a Customer's bank (returned payment), the residential water account shall be considered unpaid and subject to possible disconnection. The District will make a reasonable, good faith effort to notify the Customer by phone, door tag or mail of the returned payment.

2170.9.1 If the account is delinquent, water service will be discontinued (shut-off) if the amount of the returned payment and the returned payment charge

(if applicable) are not paid on or before the date specified in the Service Discontinuation Notice(s). Only payment in the form of cash, cashier's check or credit/debit card will be accepted to pay for the returned payment and returned payment fee (if applicable).

2170.9.2 If it is determined that a payment was made in person or online on the disconnection deadline date in order to avoid service interruption and/or a reconnection fee, and that payment is subsequently returned by the bank, a seven (7) day *Final Notice of Discontinuance of Service* will be issued, advising the customer that payment for the returned payment and the returned payment charge (if applicable), must be made by the date specified on the Final Notice to avoid water service discontinuation and the reconnection fee. Payment must be made by cash or cashier's check only.

2170.9.3 In the event a Customer's check or online payment is returned by the bank unpaid three (3) times within a twelve (12) month timeframe, a letter will be mailed to the Customer notifying them that only cash, cashier's check or credit/debit card will be accepted as payment for a period of twelve (12) months from the most recent returned payment.

2170.9.4 Returned Checks & Payments for Previously Discontinued Water Service

- a. In the event Property Owner (Customer) tenders a non-negotiable payment to restore residential water service previously disconnected for non-payment and, in good faith, the District restores residential water service to the location; the District will consider the delinquent account unpaid and may promptly discontinue water service without providing additional notice.
- b. Any Property Owner issuing a non-negotiable payment to restore residential water service discontinued for non-payment will be required to pay cash, cashier's check or credit/debit card to restore any future water service discontinuations for a period of 12 months from the date of the returned payment.

Discussion/Action: COVID-19 Pandemic

- a. Consideration of Resolution 2020-7: Declaration of Emergency and Resolution of Calaveras Public Utility District to Temporarily Authorize Increased Authority of the General Manager

Background

On March 2, 2020 the Governor declared a State of Emergency to exist in California as a result of the threat of COVID-19. As a result of ongoing changes that may affect the District, this resolution authorized the General Manger to respond to and take necessary measures in order prevent delaying responses or complying with federal, state and local health order and directives. It also prevents the District from delaying response to additional future measures that may be needed to protect the health, safety and welfare of the District. The resolution will terminate by action of the Board or declaration by the Governor that emergency measures to contain the COVID-19 outbreak have been terminated or suspended.

Recommended Action: Approve Resolution 2020-7: Declaration of Emergency and Resolution of Calaveras Public Utility District to Temporarily Authorize Increased Authority of the General Manager

Motion 1st _____, 2nd _____, Carried _____, Roll Call Vote

- b. Consideration of Resolution 2020-8: Resolution Authorizing the Temporary Waiver of Late Fees and a Moratorium on Water Discontinuances Required by the Governor’s Executive Order N-42-20

On April 2, 2020, the Governor signed Executive Order N-42-20 that expresses the State of California under Water Code Section 106.3 that every human being has the right to safe, clean, and affordable. Some highlighted mandates in the order include temporarily suspend late charges and discontinuance of residential water services, permit the deferral of payment for water service, and services discontinued for non-payment since March 2, 2020 must be restored.

Recommended Action: Approve Resolution 2020-8: Resolution Authorizing the Temporary Waiver of Late Fees and a Moratorium on Water Discontinuances Required by the Governor’s Executive Order N-42-20

Motion 1st _____, 2nd _____, Carried _____, Roll Call Vote

- c. Discuss: Temporary Remote Work Authorization and Agreement & Travel Authorization

In further response to Executive Orders passed by State and recommendation from County Health Services the District develop a Temporary Remote Work Authorization/Agreement & Travel Authorization for District staff. Staff has not implemented remote working at this time the agreement was established in the event of the need to do so. The travel authorization was provided to all staff members in the event of proof to travel to and from their essential jobs.

CALAVERAS PUBLIC UTILITY DISTRICT

RESOLUTION NO. 2020-7

**DECLARATION OF EMERGENCY AND RESOLUTION OF THE CALAVERAS
PUBLIC UTILITY DISTRICT TO TEMPORARILY AUTHORIZE INCREASED
AUTHORITY OF THE GENERAL MANAGER**

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of Novel Coronavirus 2019 (“COVID-19”); and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20 in further response to the spread of COVID-19, mandating compliance with state and local public health officials as it pertains to measures to control the spread of COVID-19; and

WHEREAS, on March 19, 2020, the Governor issued Executive Order N-33-20 in further response to the spread of COVID-19, ordering all individuals living in the State of California to stay at home or their place of residence, and exempting certain essential critical infrastructure such as community water authorities handling the treatment, testing and conveyance of drinking water; and

WHEREAS, on March 27, 2020, the Calaveras County Health Officer declared the County to be under a state of Local Health Emergency due to the COVID-19 outbreak; and

WHEREAS, the health, safety and welfare of the Calaveras Public Utility District ("District") residents, businesses, visitors and staff are of utmost importance to the Board of Directors (“Board”), and additional future measures may be needed to protect the community; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 may require the District to divert resources from normal day-to-day operations and it may impose extraordinary requirements on and expenses to the District; and

WHEREAS, in the absence of Board action, strict compliance with certain District rules and ordinances could prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19 and remain in compliance with federal, state and local law, including the Governor’s Executive Orders, as such may be updated from time to time; and

WHEREAS, after consideration of all the facts reasonably available for review at the present time, the Board of Directors finds it in the best interest of the District to authorize the General Manager to respond to and take all necessary measures in order for the District to comply with federal, state and local health orders and directives to ensure safe and uninterrupted District operations, and to approve all acts necessary and appropriate to ensure the operation of the District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Calaveras Public Utility District, as follows:

1. The Board of Directors declares a State of Emergency to exist in the Calaveras Public Utility District as a result of the threat of Novel Coronavirus 2019 (“COVID-19”).
2. The General Manager may take all actions necessary, proper, and appropriate in her reasonable discretion to ensure the continuous operation of the District, the safety of employees, and the safety of the public, including, but not limited to, reasonable deviations from Ordinances, Resolutions, Policies, and Procedures adopted by the Board of Directors. Any exercise of the General Manager’s authority pursuant to this Resolution shall be reported to the Board within a reasonably prudent timeframe.
3. The authority vested in the General Manager by this resolution will terminate by action of the Board or a declaration by the Governor that the State of California that the emergency measures to contain the COVID-19 outbreak have been terminated or suspended.

PASSED AND ADOPTED by the Board of Directors of the Calaveras Public Utility District on April 14, 2020, by the following roll call votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Calaveras Public Utility District

Attest:

Kate Jesus, Admin Acct Assistant

I hereby certify the foregoing resolution is a true and accurate copy of the Resolution passed by the Board of Directors of the Calaveras Public Utility District.

Kate Jesus, Admin Acct Assistant

Date

RESOLUTION 2020-8

RESOLUTION AUTHORIZING THE TEMPORARY WAIVER OF LATE FEES AND A MORATORIUM ON WATER DISCONTINUANCES REQUIRED BY THE GOVERNOR'S EXECUTIVE ORDER N-42-20

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of Novel Coronavirus 2019 ("COVID-19"); and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20 in further response to the spread of COVID-19, mandating compliance with state and local public health officials as it pertains to measures to control the spread of COVID-19; and

WHEREAS, on April 2, 2020 Executive Order N-42-20 expressed that it is the policy of the State of California under Water Code section 106.3 that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking and sanitary purposes; and

WHEREAS, the health, safety and welfare of the Calaveras Public Utility District ("District") residents, businesses, visitors and staff are of utmost importance to the Board of Directors ("Board"), and additional future measures may be needed to protect the community; and

WHEREAS, the discontinuance or termination of residential water service for non-payment as set forth in Health and Safety Code sections 116902, 116908 and 116910, have been temporarily suspended by the Governor's Executive Order N-42-20; and

WHEREAS, Executive Order No. N-42-20 further mandates that water systems shall restore any residential service to occupied residences that has been discontinued for nonpayment since March 4, 2020; and

WHEREAS, Executive Order No. N-42-20 further mandates that water systems shall not discontinue services to any business in the critical infrastructure sectors as designated by the State Public Health Officer as critical to protect the health and well-being of all Californian that qualified as a small business under 13 C.F.R. 121.201 of the Small Business Administration's regulations; and

WHEREAS, Executive Order No. N-42-20 further directs the State Water Resources Control Board to identify best practices, guidelines, or both to be implement during the COVID-19 emergency (i) to address non-payment or reduced payments, (ii) to promote and to ensure continuity of service by water systems and (iii) to provide measures such as the sharing of supplies, equipment and staffing to relieve water systems under financial distress; and

WHEREAS, Executive Order No. N-42-20 does not eliminate the obligation of water customers to pay for water services, or prevent a water system from charging a customer for such services, or otherwise reduce the amount a customer already may owe to a water system.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Calaveras Public Utility District, as follows:

1. The General Manager is hereby authorized to take all actions necessary, proper, and appropriate in her reasonable discretion to ensure this District's compliance with the Governor's Executive Order No. N-42-20, and to otherwise restore the District's procedures in relation to the discontinuance of water service under the Water Shutoff Protection Act (SB998) as to residential customers and other applicable District ordinances as to commercial customers, once Executive Order No. N-42-20 has been lifted.
2. The General Manager is further authorized to waive any and all late charges incurred by all District customers from and after April 2, 2020 and during the time that Executive Order N-42-20 remains in force and effect, and to permit the deferred payment of charges for water service to residential and commercial customers on a case by case basis in her reasonable discretion.
3. The authority granted to the General Manager by this Resolution shall expire automatically without further action by the Board upon the Governor's lifting of Executive Order No. N-42-20.

PASSED AND ADOPTED by the Board of Directors of the Calaveras Public Utility District on April 14, 2020, by the following roll call votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

President, Calaveras Public Utility District

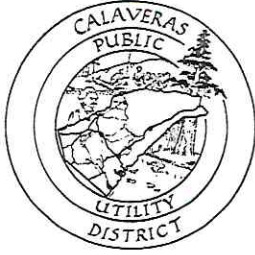
Attest:

Kate Jesus, Admin Acct Assistant

I hereby certify the foregoing resolution is a true and accurate copy of the Resolution passed by the Board of Directors of the Calaveras Public Utility District.

Kate Jesus, Admin Acct Assistant

Date



CALAVERAS PUBLIC UTILITY DISTRICT Temporary COVID-19 -- REMOTE WORK AUTHORIZATION AND AGREEMENT

In response to the COVID-19 virus, the District is temporarily changing our routine to slow the spread of this pandemic and to offer the best protection to our employees and our communities. Some positions can be temporarily restructured so individuals can carry out their jobs while working remotely.

This Remote Work Authorization and Agreement (this "Agreement"), effective _____, is between _____ an employee (referred to as "Employee") and Calaveras Public Utility District (referred to as "District"). The parties, intending to be legally bound, agree as follows:

Scope of Agreement – The Employee has been authorized and agrees to work remotely at his/her residence (or another approved worksite other than the District's normal worksite subject to the authorization of the General Manager). This agreement is temporary in response to COVID-19 precautions and may be terminated by the District at any time.

Term of Agreement – This Agreement shall become effective as of the date written above and shall remain in full force and effect unless the agreement is terminated. Employees will be notified when this Agreement is terminated, and when employees are expected to return to their normal District workspace.

Termination of Agreement – Working remotely is available only to eligible employees, at District's sole discretion. Working remotely is not an employee benefit intended to be available to the entire organization. As such, no employee is entitled to or guaranteed the opportunity to work remotely. This temporary Agreement is not an employment contract or term of employment.

Salary, Job Responsibilities, Benefits – Salary, job responsibilities and benefits will not change because of remote work, except as they might have changed had Employee worked in the office full-time. Employee agrees to comply with all existing job requirements as if they were working at the District's worksite.

Work hours, Overtime, Vacation – Work hours are identified in the approved work schedule noted below and must be adhered to. Any change in the regular work schedule must be pre-approved and will result in an addendum to this Agreement. Any overtime work requires approval in advance by the manager, just as any normal overtime scheduling approval.

Equipment and Materials - District may provide the necessary computer, software, cell phone and other equipment needed for working remotely. All items remain the property of the District and must be returned to the District upon request. The computer, software, and any other equipment or supplies provided by District are provided for use on District assignments and are expected to be treated/handled as they would at the District's worksite. Other household members or anyone else shall not use the District equipment and software. District-owned software may not be duplicated except as formally authorized. District will be responsible for insurance and maintenance of all District-provided materials. Any District materials taken home should not be made accessible to others.

Temporary COVID-19 - Remote Work Agreement

Employee may use personal equipment for remote work purposes. In such cases, Employee will be responsible for the maintenance required for the equipment.

Workspace – Employee agrees to maintain his/her workspace in a safe condition, free from hazards and other dangers to Employee and equipment.

Office Supplies – Office supplies will be provided by District as needed. It is not anticipated that employees garner any out-of-pocket expenses for supplies. Expenses will not be reimbursed unless by prior, written approval of Employee’s manager.

Worker’s Compensation – District is responsible for any work-related injuries under our state’s Workers Compensation laws. Liability is limited to injuries suffered in the designated work area during the normal course and scope of duty. Any claims will be handled according to the normal procedure for Worker’s Compensation claims.

Liability for Injuries – During this temporary remote work agreement, Employee understands that the Employee remains liable for injuries to third persons and/or members of Employee’s family on Employee’s premises.

Work Schedule – The daily work schedule for the days when working remotely must have prior approval by Employee’s manager. It is expected the Employee work and be accessible remotely by telephone, email and other identified forms of communications during those hours.

On Call Status - The designated employee on call shall take a district vehicle home during the on call period to allow for quicker response in the event of having to respond to a District related after hours call.

The approved temporary remote work schedule for Employee is: As stated in the rotation schedule below.

Employee remains obligated to comply with all of District’s rules, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from working remotely. Employee understands that in accordance with District Employee Handbook, the opportunity to work at home (remotely) may be revoked at any time if it is determined not to be in the District’s best interest.

I have read and understand this Temporary Agreement and accept its conditions.

CALAVERAS PUBLIC UTILITY DISTRICT

Employee Name

General Manager

Employee Signature

General Manager Signature

Date Signed

Date Signed

CALAVERAS PUBLIC UTILITY DISTRICT



DIRECTORS
John Lavoroni
Clifford Overmier
J.W. Dell'Orto
Richard Blood
Scott Speer

MANAGER
Donna Leatherman

506 W. St. Charles Street
P.O. Box 666
SAN ANDREAS, CALIFORNIA 95249
TELEPHONE: 209-754-9442 FAX: 209-754-9432
www.cpubd.org

March 30, 2020

In response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-33-20, and the Calaveras County Public Health Officer issued a similar Order dated March 27, 2020, ordering all Californians and County residents to stay home except as needed to maintain continuity of operations of critical infrastructure. Water systems are among the 16 sectors of critical infrastructure referenced in the Governor's order. This is to advise that the Calaveras Public Utility District (CPUD) provides public drinking water treatment and conveyance to residents within its service area, and is exempt from the shelter in place orders. Accordingly, CPUD employees, when engaged in CPUD work activities, are exempt from the Governor's directive to stay at home.

The person carrying this letter is an employee of CPUD and can be identified by the identification badge to be carried by the employee at all times while performing work for CPUD. For these reasons, this employee is permitted to commute to or from work or otherwise travel in support of CPUD's essential operations and critical infrastructure.

Should you have any questions, you may contact Donna Leatherman, CPUD General Manager at (209) 482-0568, Adam Brown, CPUD Legal Counsel at (916) 535-0263, or J.W. Dell'Orto, CPUD Board President at (209) 256-0157.

CALAVERAS PUBLIC UTILITY DISTRICT



DIRECTORS
John Lavoroni
Clifford Overmier
J.W. Dell'Orto
Richard Blood
Scott Speer

MANAGER
Donna Leatherman

506 W. St. Charles Street
P.O. Box 666
SAN ANDREAS, CALIFORNIA 95249
TELEPHONE: 209-754-9442 FAX: 209-754-9432
www.cpubd.org

March 24, 2020

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, D.C. 20510

Congressman Tom McClintock
United States House of Representatives
2312 Rayburn House Office Building
Washington, D.C. 20515

The Honorable Kamala Harris
United States Senate
112 Hart Senate Office Building
Washington, D.C. 20510

The Honorable Frank Bigelow
State Capital 6027
Sacramento, CA 95814

RE: Economic Impact of Coronavirus on Local Government Services and Employees

Dear Senator Feinstein, Senator Harris, Congressman McClintock and Assemblyman Bigelow:

Calaveras Public Utility District respectfully requests that **additional prospective federal aid packages or supplemental appropriations measures to address the economic impact of the coronavirus (COVID-19) pandemic include special districts**, as many have been and will be significantly harmed:

- Water, sanitation, and utility districts are enduring non-payment by residents unable to pay for services due to loss of employment income. These special districts provide the backbone infrastructure to the economies for their communities and regions.
- Recreation and park districts, library districts, veterans memorial districts, and community services districts are canceling sports leagues, instructional classes, tours, fundraisers, and other programs, events, and gatherings that generate revenue to sustain their ongoing operations. These special districts serve as the connective tissue for quality of life in their community and often deliver critical childcare, health, and wellness services that families depend on.
- Transit, airport, port, and harbor districts are experiencing a sharp curtailment in ridership and revenue that will have an immediate impact on both employment and commerce, as noted in Governor Gavin Newsom's March 19, 2020 letter.

As the next stimulus package is debated, Calaveras Public Utility District would like to remind Congress that state and local employers must pay payroll taxes under 26 USC 3111, and must now meet new sick leave and family medical leave requirements, of which public agencies were exempted from the tax credit for the employer share of social security.

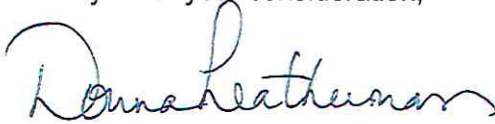
Calaveras Public Utility District urges Congress to treat state and local employers (including those exempt from 26 USC 3111) on par with private employers by allowing

them to qualify for the payroll credits for the new requirements for paid sick leave and paid family leave.

As the next stimulus package is expected to counter the current economic downturn, Calaveras Public Utility District additionally requests Congress include language to:

- **Restore advance refunding of tax-exempt bonds (HR 2772)** so states and local governments and other qualifying entities can free up billions of dollars they can reallocate and spend on other projects which in turn, strengthens local infrastructure networks, and
- **Increase access to capital for small borrowers (HR 3967)** by increasing the bank qualified borrowing limit from \$10 million to \$30 million, and having it apply at the borrower level so the small issuers (both governmental and nonprofit) who may be hardest hit during the downturn can access capital for immediate project needs.

Thank you for your consideration,



Donna Leatherman, District Manager

CC:

The Honorable Gavin Newsom
Governor, State of California
State Capitol
Sacramento, CA 95814

California Special Districts Association [via advocacy@cdda.net]

CALAVERAS PUBLIC UTILITY DISTRICT



DIRECTORS
John Lavoroni
Clifford Overmier
J.W. Dell'Orto
Richard Blood
Scott Speer

MANAGER
Donna Leatherman

506 W. St. Charles Street
P.O. Box 666
SAN ANDREAS, CALIFORNIA 95249
TELEPHONE: 209-754-9442 FAX: 209-754-9432
www.cpud.org

April 7, 2020

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, D.C. 20510

Congressman Tom McClintock
United States House of Representatives
2312 Rayburn House Office Building
Washington, D.C. 20515

The Honorable Kamala Harris
United States Senate
112 Hart Senate Office Building
Washington, D.C. 20510

The Honorable Frank Bigelow
State Capital 6027
Sacramento, CA 95814

Dear Senator Feinstein, Senator Harris, Congressman McClintock and Assemblyman Bigelow:

The Calaveras Public Utility District respectfully urges you and your colleagues to consider including the needs of independent special districts in the impending fourth COVID-19 pandemic relief bill.

As a provider of water service to residents in the areas of San Andreas, Mokelumne Hill, Paloma, Railroad Flat and Glencoe, access to resources to confront COVID-19, as well as relief to recover, is essential to continuing our operations and best serving our – and your – constituents.

COVID-19 has brought significant challenges to our community and our district such as long term effects of revenue loss, increased costs, staffing changes, needed supplies or equipment, and additional hazards.

As the fourth federal COVID-19 relief bill is developed, I urge you and your colleagues to keep in mind these very serious issues. Independent special districts and the communities and regions that rely on our services across the nation will be further harmed should the pandemic continue, and local governments not be considered for inclusion in resources already provided to other entities. On behalf of our district and our mutual constituents, we request you:

- **Expand the Coronavirus Relief Fund's eligibility for "local forms of government"** to receive a portion of the funds and appropriate \$100 billion specifically for local governments to utilize and continue services across the country.
- **Include local governments in the COVID-19 payroll tax credit.** All public agencies are required to provide paid COVID-19 sick and family leave; however special districts and other public agencies are excluded from the credit, putting us at a disadvantage.
- **Restore advance refunding of tax-exempt bonds, as outlined in H.R. 2772.** Doing so would allow flexibility for states and local governments to access billions of dollars to reallocate and spend on other projects, which, in turn, strengthens local infrastructure networks.
- **Increase access to capital for small borrowers, as is included in H.R. 3967.** This would increase the bank-qualified borrowing limit from \$10 million to \$30 million and allow it to apply at the borrower level. Taking this measure would grant small issuers – both government and non-profit, who may be hardest hit during the downturn, access to capital for immediate project needs.

We thank you for your leadership in securing significant relief for our nation in the previous three COVID-19 relief bills: health care districts with medical centers have new access to vital equipment; families will receive stimulus rebates to soften financial hardships and pay utility bills; and 457 retirement account holders have temporary flexibility for higher fund disbursements to help cover COVID-19 expenses. **But without the aforementioned fixes, special districts like ours, and thousands of others serving millions of Americans, will struggle to maintain the critical local infrastructure and continue the essential community services that our nation's businesses and families depend upon.**

Thank you for your consideration,

A handwritten signature in cursive script that reads "Donna Leatherman". The signature is written in black ink and is positioned below the text "Thank you for your consideration,".

Donna Leatherman, General Manager

CC:

Steven Mnuchin
Secretary of the Treasury
[via LegAffairs@do.treas.gov]

California Special Districts Association
[via advocacy@csga.net]

Update: Court Street Line Replacement Project

Discussion

The project was scheduled for advertisement on March 26, 2020 and postponed. Advertisement will start on April 16, 2020. See project schedule below.

Court St Waterline
Project Schedule
Revised - 4/7/2020

Advertise in paper (Ledger Dispatch)	Thursday 4/16/2020
Mandatory Pre-Bid Meeting	Wednesday 5/13/2020
Open bids (CPUD)	Monday 6/1/2020
Award – Board Meeting	Tuesday 6/9/2020
Start Construction (tentative)	Monday 6/22/2020

Approval of Revised Job Descriptions and Salary Structure

- a. Review of current Salary Structure (FY 2018/19) - *The approved Salary Structure (FY 2018/19) is presented for review. Consideration of salary range for revised job description is recommended.*
- b. Water Utility Worker I – IV - *Description has been revised to include levels of service and certification requirements. The addition of WUW IV which is to support long term employees with over 9 (nine) years of service with the District and additional certifications and licenses are also required.*
- c. Chief Treatment Plant Operator - *The job description update includes changes to the District water treatment facilities including chlorine and SCADA and outlines the description in better detail related to the duties required.*

Background

Included is the approved salary by job description and salary structure as of FY 2018/19. The information is to be provided as recommendation for approval of salary ranges for the revised job descriptions.

The job descriptions were last reviewed and update in 2015 and 2017 and should be reviewed prior to any positions being considered, advertised and/or to meet Federal and State requirements as needed. Presently the position is vacant and could consider promotion within the agency. District staff size makes it difficult to advance the revised descriptions provide details of the level of experience and expectation for determining ability to promote.

It is recommended to approve the revised job descriptions and recommended salary ranges.

CPUD Salary Structure by Job Title

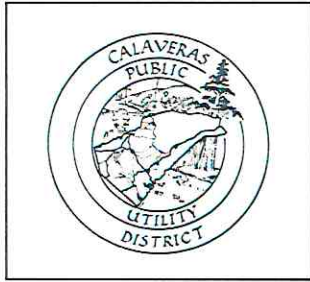
Job Title	Pay Range	Step A		Step B		Step C		Step D		Step E	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Customer Service Representative (Part-time)	1	\$2,242.93	\$12.94	\$2,355.60	\$13.59	\$2,471.73	\$14.26	\$2,596.53	\$14.98	\$2,726.53	\$15.73
Account Clerk I / Cust. Service Rep.	3	\$2,355.60	\$13.59	\$2,471.73	\$14.26	\$2,596.53	\$14.98	\$2,726.53	\$15.73	\$2,863.47	\$16.52
Account Clerk II	5	\$2,596.53	\$14.98	\$2,726.53	\$15.73	\$2,863.47	\$16.52	\$3,009.07	\$17.36	\$3,159.87	\$18.23
Account Clerk III / Admin Account Assistant	6	\$2,726.53	\$15.73	\$3,009.07	\$16.52	\$3,159.87	\$17.36	\$3,317.60	\$18.23	\$3,484.00	\$19.14
Water Utility Worker I	10	\$3,317.60	\$19.14	\$3,317.60	\$20.10	\$3,484.00	\$21.10	\$3,659.07	\$22.16	\$3,841.07	\$23.27
Water Utility Worker II	12	\$3,659.07	\$21.11	\$3,659.07	\$22.16	\$3,841.07	\$23.27	\$4,033.47	\$24.43	\$4,234.53	\$25.65
Water Utility Worker III	14	\$3,841.07	\$23.27	\$4,033.47	\$24.43	\$4,234.53	\$25.65	\$4,446.00	\$26.93	\$4,667.87	\$28.28
Treatment Plant Operator I	14	\$4,033.47	\$23.27	\$4,234.53	\$24.43	\$4,446.00	\$25.65	\$4,667.87	\$26.94	\$4,901.87	\$28.28
Treatment Plant Operator II	15	\$3,841.07	\$22.16	\$4,033.12	\$23.27	\$4,234.78	\$24.43	\$4,446.51	\$25.65	\$4,668.84	\$26.94
Chief Treatment Plant Operator	17	\$4,667.87	\$26.93	\$4,901.87	\$28.28	\$5,146.27	\$29.69	\$5,404.53	\$31.18	\$5,673.20	\$32.73
Water System Superintendent	26	\$5,957.47	\$43.23	\$6,255.60	\$45.39	\$6,567.60	\$47.66	\$7,136.13	\$50.04	\$7,493.20	\$52.55
District Manager	28	\$8,261.07	\$47.66	\$7,867.60	\$50.04	\$8,261.07	\$52.55	\$8,673.60	\$53.31	\$9,106.93	\$55.98
Engineer	n/a	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administrative Assistant	n/a	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Chief Water Distribution Operator	n/a										

effective 7/1/2018
pending Board Approval

CALAVERAS PUBLIC UTILITY DISTRICT
SALARY STRUCTURE
Fiscal Year 2018/2019

	Step A		Step B		Step C		Step D		Step E	
1	\$2,420.38	\$13.96	\$2,541.49	\$14.66	\$2,667.94	\$15.39	\$2,801.51	\$16.16	\$2,942.21	\$16.97
3	\$2,541.49	\$14.66	\$2,667.94	\$15.39	\$2,801.51	\$16.16	\$2,942.21	\$16.97	\$3,090.04	\$17.83
4	\$2,667.94	\$15.39	\$2,801.51	\$16.16	\$2,942.21	\$16.97	\$3,090.04	\$17.83	\$3,244.98	\$18.72
5	\$2,801.51	\$16.16	\$2,942.21	\$16.97	\$3,090.04	\$17.83	\$3,244.98	\$18.72	\$3,407.05	\$19.66
6	\$2,942.21	\$16.97	\$3,090.04	\$17.83	\$3,244.98	\$18.72	\$3,407.05	\$19.66	\$3,578.03	\$20.64
7	\$3,090.04	\$17.83	\$3,244.98	\$18.72	\$3,407.05	\$19.66	\$3,578.03	\$20.64	\$3,756.13	\$21.67
8	\$3,244.98	\$18.72	\$3,407.05	\$19.66	\$3,578.03	\$20.64	\$3,756.13	\$21.67	\$3,943.13	\$22.75
9	\$3,407.05	\$19.66	\$3,578.03	\$20.64	\$3,756.13	\$21.67	\$3,943.13	\$22.75	\$4,144.39	\$23.91
10	\$3,578.03	\$20.64	\$3,756.13	\$21.67	\$3,943.13	\$22.75	\$4,144.39	\$23.91	\$4,350.98	\$25.10
11	\$3,756.13	\$21.67	\$3,943.13	\$22.75	\$4,144.39	\$23.91	\$4,350.98	\$25.10	\$4,568.27	\$26.36
12	\$3,943.13	\$22.75	\$4,144.39	\$23.91	\$4,350.98	\$25.10	\$4,568.27	\$26.36	\$4,796.23	\$27.67
13	\$4,144.39	\$23.91	\$4,350.98	\$25.10	\$4,568.27	\$26.36	\$4,796.23	\$27.67	\$5,036.67	\$29.06
14	\$4,350.98	\$25.10	\$4,568.27	\$26.36	\$4,796.23	\$27.67	\$5,036.67	\$29.06	\$5,287.79	\$30.51
15	\$4,568.27	\$26.36	\$4,796.23	\$27.67	\$5,036.67	\$29.06	\$5,287.79	\$30.51	\$5,551.38	\$32.03
16	\$4,796.23	\$27.67	\$5,036.67	\$29.06	\$5,287.79	\$30.51	\$5,551.38	\$32.03	\$5,829.21	\$33.63
17	\$5,036.67	\$29.06	\$5,287.79	\$30.51	\$5,551.38	\$32.03	\$5,829.21	\$33.63	\$6,121.30	\$35.32
18	\$5,287.79	\$30.51	\$5,551.38	\$32.03	\$5,829.21	\$33.63	\$6,121.30	\$35.32	\$6,427.63	\$37.08
19	\$5,551.38	\$32.03	\$5,829.21	\$33.63	\$6,121.30	\$35.32	\$6,427.63	\$37.08	\$6,748.21	\$38.93
20	\$5,829.21	\$33.63	\$6,121.30	\$35.32	\$6,427.63	\$37.08	\$6,748.21	\$38.93	\$7,084.82	\$40.87
21	\$6,121.30	\$35.32	\$6,427.63	\$37.08	\$6,748.21	\$38.93	\$7,084.82	\$40.87	\$7,444.42	\$42.81
22	\$6,427.63	\$37.08	\$6,748.21	\$38.93	\$7,084.82	\$40.87	\$7,444.42	\$42.81	\$7,825.78	\$44.81
23	\$6,748.21	\$38.93	\$7,084.82	\$40.87	\$7,444.42	\$42.81	\$7,825.78	\$44.81	\$8,225.78	\$46.86
24	\$7,084.82	\$40.87	\$7,444.42	\$42.81	\$7,825.78	\$44.81	\$8,225.78	\$46.86	\$8,633.82	\$48.97
25	\$7,444.42	\$42.81	\$7,825.78	\$44.81	\$8,225.78	\$46.86	\$8,633.82	\$48.97	\$9,058.21	\$51.14
26	\$7,825.78	\$44.81	\$8,225.78	\$46.86	\$8,633.82	\$48.97	\$9,058.21	\$51.14	\$9,498.21	\$53.38
27	\$8,225.78	\$46.86	\$8,633.82	\$48.97	\$9,058.21	\$51.14	\$9,498.21	\$53.38	\$9,953.38	\$55.69
28	\$8,633.82	\$48.97	\$9,058.21	\$51.14	\$9,498.21	\$53.38	\$9,953.38	\$55.69	\$10,424.39	\$58.06
29	\$9,058.21	\$51.14	\$9,498.21	\$53.38	\$9,953.38	\$55.69	\$10,424.39	\$58.06	\$10,911.33	\$60.50
30	\$9,498.21	\$53.38	\$9,953.38	\$55.69	\$10,424.39	\$58.06	\$10,911.33	\$60.50	\$11,414.39	\$63.00
31	\$10,911.33	\$58.06	\$11,414.39	\$63.00	\$11,924.39	\$65.63	\$12,443.39	\$68.90	\$12,988.21	\$72.35

Board approved effective date: 7.1.18



Calaveras Public Utility District

WATER UTILITY WORKER I / II / III / IV

Salary Structure Range: 10 / 12 / 14 / 17

Classification specifications (i.e. Job Descriptions) are intended to present a descriptive summary of the range of duties and responsibilities performed by an incumbent in the classification. Furthermore, specifications are intended to outline the minimum qualification for entry into the classification and not intended to reflect all duties and responsibilities of an incumbent in the classification.

The District

The Calaveras Public Utility District was established January 1934 with the purpose of supplying pristine drinking water to the communities of San Andreas, Mokelumne Hill, Glencoe and Paloma areas of Calaveras County. The District currently serves over 1950 customers through over 27 miles of pipe from steel to poly ranging from 27" to 1" in diameter. The District furnishes its customers with reliable drinking water services and continues to provide those services safely, efficiently, and cost effectively. The District is offering this unique position to an individual who can demonstrate a positive outlook with the desire to grow in a water industry career.

Summary

Under general supervision, learns and performs a variety of semi-skilled and skilled work in support of District water distribution and treatment systems. Have the ability to perform preventative and corrective maintenance and repair activities; assists in performing inspections, servicing and repair of valves, pumps and equipment; reads water meters and records consumptions; cleans, inspects, and repairs water meters; and perform other duties as assigned. Should also have experience in water treatment, operating and maintaining equipment used in the water treatment process. May assist water treatment operators with planned and schedule work and maintenance at water treatment plant.

Distinguishing Characteristics

Water Utility Worker I is an entry-level position that requires incumbents to have the equivalent of one (1) years' experience performing maintenance work on water distribution and treatment systems.

Water Utility Worker II incumbents have additional experience, and have or are in the process of obtaining other required certifications. As experience is gained, assignments become more varied and are performed with greater independence.

Water Utility Worker III must possess the required certification and is capable of performing a wide variety of work to ensure that District systems and facilities are maintained in a safe and effective working condition.

Water Utility Worker IV is capable of performing a wide variety of work to ensure that District systems and facilities are maintained in a safe and effective working condition. This level is distinguished from the Water Utility Worker III by time in service.

Essential Duties

- Complete work orders initiated by office staff or assigned by supervisor, including disconnecting and reconnecting water service.

- Respond to customer complains and emergency calls for service regarding complaints for pressure issues and water quality.
- Set up traffic control and safety equipment when using vehicles on a street or other roadway; and use safety equipment properly, and observe all safety procedures as specified by the District.
- Notify supervisor of the need for repair or additional maintenance as found during routine inspection and cleaning activities; and prepares work notes service requirements.
- Ensure that adequate materials and supplies are available for maintenance and repair work.
- Assist with contacting the public to inform them of activities and shutdowns; and explains applicable rules and regulations.
- Mark the location of underground water lines in response to USA requests.
- Locate, exhume, repair, and/or replace sections of water mains or laterals, or hydrants, regulating valves and connections as necessary.
- Construct or assist in the construction of District facilities including pump, pressure stations, pipelines, laterals, valves, or other system components as directed.
- With others, inspect underground water pipes and associated appurtenances to locate leaks, breaks on a scheduled preventative maintenance basis or as needed.
- With others, performs maintenance activities as directed, including installation and repair of fire hydrants, valves and pumps of various types.
- With others, preform taps, repair water service lines and other system components as directed.
- Service and maintain mobile equipment in a clean and orderly condition; and make minor repairs as needed; ensure safe operating capability of rolling stock regularly used in the performance of maintenance duties; conduct periodic safety checks of equipment as required.
- May individually inspect water tanks, hydros, and pressure stations on a scheduled basis; reads and records data; and performs servicing and repair of pumps, motors, valves and other mechanical and electrical equipment.
- Maintain maintenance warehouse in a safe and orderly fashion, in accordance with best management practices and safety regulations for storage of equipment, spare parts, chemicals, and the like.
- Read water meters on assigned routes and records readings.
- Inspect meters to ensure proper registration and reports on conditions such as malfunctioning and improperly installed meters and suspicious conditions.
- Install, replace and repair meters and boxes as needed.
- Perform leak investigations, informs customers of results, make minor repairs in the field or prepares work orders if needed.
- May be expected to master computer or control applications related to the work.
- Maintain accurate records of work performed.
- May maintain external premises of facilities including weeding, painting, basic carpentry and other tasks as assigned.
- Establish and maintain an effective and cooperative working relationship with coworkers through knowledge of work, personal and professional conduct, and good judgment.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- Perform related duties as assigned or required for the ongoing operation of the District's business.
- Assists in the construction, maintenance, and/or repair of the District's distribution, treatment systems and associated facilities.
- Performs maintenance activities as directed, including installation and repair of fire hydrants, valves and pumps of various types, identifying and troubleshooting leaks.
- Operates various hand and power tools, including but not limited to jackhammer, pavement breakers, pick, shovel, various wrenches, air compressors, rodding and/or boring machines and pumps of various types.
- Assists with the inspection and plant operational equipment and facilities as required; and reads and records data of pumps, chemical feed and other treatment and pumping equipment.

- Assists with the maintenance of water treatment facilities, pump stations and hydroelectric stations, as instructed.
- Learns to properly collect water quality samples for laboratory testing.
- Assists the Treatment Plant Operator with performance of preventive maintenance on a variety of treatment plant equipment.

Qualifications – *Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying.*

Knowledge of:

- Principles, practices, tools, equipment and supplies required to maintain and repair water distribution and treatment systems.
- Basic principles and practices of mobile equipment servicing and repair.
- Basic safety practices related to the work, including confined space entry.
- A variety of meters and meter reading equipment and their respective functions.
- Basic knowledge of materials and equipment used in water service installation, maintenance, and operational practices of electrical motors, pumps, and circuitry.
- Applicable laws, codes, and regulations, including District policies and regulations.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.
- Microsoft Office Suite programs for word processing and spreadsheets. Use of a variety of office equipment.
- Standard business practices such as letter writing, report writing, preparing informational materials in visual formats. English language usage, spelling, grammar, and punctuation.
- Proper work safety standards.
- Geography of the District and the location of District facilities.

Ability to:

- Performing skilled and semi-skilled work related to the installation, inspection, maintenance, and repair of underground water lines and pump stations.
- Performing servicing and minor maintenance on a variety of stationary and mobile equipment.
- Responding effectively to emergency situations and troubleshooting such situations.
- Safely using hand and power tools related to the work and driving and operation of trucks and equipment including backhoe.
- Reading meters and gauges efficiently and recording accurate consumption information, and interpret data and/or results.
- Reading maps, manuals and specifications.
- Perform basic adjustments and troubleshooting for electrical motors and controls as assigned.
- Prioritizing own work and using independent judgment within procedural guidelines.
- Maintaining accurate records of work performed.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- Plan, coordinate, and organize work to meet deadlines with accuracy, thoroughness, and attention to detail.
- Work independently and prioritize multiple tasks often under time constraints and with limited supervision.
- Read, understand and carry out written and oral directions in a clear, concise, and consistent manner.
- Operate a computer for the effective operations including work processing, spreadsheet, e-mail, and internet.
- Communicate clearly and concisely both orally and in writing with District staff, co-workers, consultants and the public in one-to-one and group settings.

Education and Experience – *Any combination of education and experience which would likely provide the necessary knowledge and abilities is qualifying. All levels must have education equivalent to graduation from high school.*

Water Utility Worker I: One (1) year of experience in the operation and maintenance of a water treatment/distribution system or in the electrical, plumbing or construction related fields.

Water Utility Worker II: Three (3) years of semi-skilled maintenance experience, including two (2) years in water distribution and treatment at a level equivalent to that of Water Utility Worker I.

Water Utility Worker III: Six (6) years of skilled maintenance experience, including three (3) years in water distribution and treatment at a level equivalent to that of Water Utility Worker II.

Water Utility Worker IV: Nine (9) years of skilled maintenance experience, including four (4) years in water distribution and treatment at a level equivalent to that of Water Utility Worker III.

Licenses and Certifications – *All levels must possess a valid California Class C Driver's License issued by the California Department of Motor Vehicles with a satisfactory driving record. Possession of a valid California Class A Driver's License is preferred but not required.*

Water Utility Worker I: Possess a State of California Distribution Operator D1 and Treatment Operator T1 certificate, with the ability to obtain a Treatment Grade 2 certificates within 1 year and Distribution Grade 2 within 2 years. Must also possess a backhoe certification within 1 year of employment.

Water Utility Worker II: Possess a State of California Distribution Operator D2 and Treatment Operator T2 certificate, with the ability to obtain a Treatment Grade 3 certificates within 2 years. May also possess a Class A license with air brake endorsement. Must obtain backhoe certification within one year.

Water Utility Worker III: Possess a State of California Distribution Operator D3 and Treatment Operator T3 certificate, with the ability to obtain Distribution Grade 4 and possess a Class A driver license and a backhoe certification.

Water Utility Worker IV: Possess a State of California Distribution Operator D4 and Treatment Operator T3 certificate, and possess additional certification or endorsement); i.e. Class A Drivers License, Qualified Applicators License for Pesticide Spraying, backhoe certification).

Physical Requirements

Must possess the knowledge and mobility to work in construction and various distribution and treatment system maintenance including pump stations, hydro, pump, motor, and electrical. Physical stamina to perform system and maintenance repair work, walk and work on uneven terrain, climb and descent ladders, ability to lift, carry, push, pull and reach materials and equipment weighting up to 80 pounds. Mobility to work in a standard water treatment plant, uses specialized test equipment hand and power tools instrumentation; ability to work in confined spaces and around machines; vision to read printed materials, charts and gauges and computer screens; and hearing, speech and English language skills to communicate successfully in person and over the telephone or other electronic devices.

May be exposed to inclement weather conditions, including working in sun, water and snow. Work may include loud noises from equipment operation, odors, dust, and potentially toxic chemicals and conditions

during the normal function of duties. Use of standard office equipment such as telephones, computer, copiers, and fax machines.

Work Environment

Work both indoors (generally in a typical office or warehouse setting) and outdoors are required. While performing the duties of this job outdoors, the working conditions are of a varying degree, from snow to extreme heat. Additionally, incumbents in this position will have exposure to cleaning supplies, solvents, dusts, and other outdoor environmental elements. While performing the duties of this job indoors, the working conditions are those of a typical office environment, with temperatures occasionally too warm or too cold, moderate noise levels and under lighting conditions typical of an office. Travel between District facilities will be necessarily via District vehicle for District related duties and activities.

Hours of Work

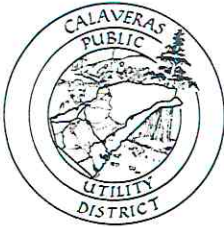
Generally, 7:00 am to 3:30 pm from Monday-Friday. After introductory evaluation period is complete requires being on a rotating on call schedule for weekends and holidays.

Additional Requirements

- 18 years of age.
- Eligible to work in the United States.
- Must be available for regular weekly on-call, emergency standby, and to be called back and work emergency overtime as required.

Compensation and Benefits

The District offers a comprehensive benefit package including medical, dental, vision and CalPERS retirement system (under AB340 effective 01/01/2013), to all newly hired qualified non-exempt employees of the District. Information regarding these benefits will be available upon offer of employment.



Calaveras Public Utility District

CHIEF TREATMENT PLANT OPERATOR

Salary Structure Range: 17

Classification specifications (i.e. Job Descriptions) are intended to present a descriptive summary of the range of duties and responsibilities performed by an incumbent in the classification. Furthermore, specifications are intended to outline the minimum qualification for entry into the classification and not intended to reflect all duties and responsibilities of an incumbent in the classification.

The District

The Calaveras Public Utility District was established January 1934 with the purpose of supplying pristine drinking water to the communities of San Andreas, Mokelumne Hill, Glencoe and Paloma areas of Calaveras County. The District currently serves over 1950 customers through over 27 miles of pipe from steel to poly ranging from 27" to 1" in diameter. The District furnishes its customers with reliable drinking water services and continues to provide those services safely, efficiently, and cost effectively. The District is offering this unique position to an individual who can demonstrate a positive outlook with the desire to grow in a water industry career.

Definition/Summary

Under general and administrative direction of the General Manager, the Chief Operator has primary responsibility for the daily operation of the District's water treatment plant. Must have a full range of water treatment experience; including operating and routine maintenance and repairs of the equipment used at the water treatment facilities. This includes pumps, motors, hydroelectric facilities, electrical, charts and computers for the efficiency of plant operations. Must possess the ability to repair, maintain and operate valves, mains, hydrants, storage tanks, meters and related water distribution and transmission facilities and appurtenances, whether in the field, shop or plant. Must be able to plan work and maintenance of the plant in a manner to successfully communicate those tasks with the General Manager at any time. Must possess the ability to work with and instruct a team of Water Utility Workers to successfully accomplish the water treatment mission.

Essential Duties

- Inspect plant operational equipment and facilities on a regularly scheduled basis; and reads and records readings of pumps, chemical feed and other treatment and pumping equipment.
- Review and analysis of operational information and test results and revises equipment settings as appropriate; and notifies supervisor of unusual situations and makes inspections or corrects system problems as instructed.
- Perform sampling duties of the District's system per regulatory requirements and when needed during projects, spills and/or special circumstances.
- Assist with performing tank checks and take corrective actions as required.
- Perform and assist with scheduling of preventative maintenance on a variety of treatment plant equipment, such as pumps, chlorinators, filters, chemical valves, and electric motors.
- Operate valves, pumps and automated controls to regulate the flow of water through the system.
- Maintain facilities, grounds and equipment in a clean and orderly condition; and perform routine maintenance on equipment and piping systems.

- Monitor equipment operations; determine when maintenance by others may be needed; notify supervisor or other responsible parties to schedule.
- Assist in placing orders for chemicals, supplies, and equipment.
- Perform basic adjustments and troubleshooting for electrical motors and controls.
- Maintain accurate records of gauge, chart, graph and meter readings, chemical test results and work performed.
- Observe appropriate safety procedures, including those related to the safe handling of treatment chemicals.
- Investigate and resolve water quality and pressure issues.
- Responsible to respond to SCADA calls from treatment plant, including after regularly scheduled hours.
- Assist Management staff with regulatory inspections as needed on District treatment and distribution facilities.
- Use good judgment in evaluating information from gauges, charts, meters, and test results; inform others of trends and/or significant changes; offer corrective recommendations.
- Establish and maintain an effective and cooperative working relationship with coworkers through knowledge of work, personal and professional conducts, and good judgment.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- Perform related duties as assigned or required for the ongoing operation of the District's business.
- Assist with preparation of monthly, quarterly and annual reports, including the Consumer Confidence Report.
- Monitor and assist with assigned work orders at the water treatment plant.
- Assist in the development and implementation of a preventative maintenance program, as well as Standard Operating Procedures.
- Ensure that the water treatment plant is operating effectively and that regulatory/permit requirements, including updated and newly adopted requirements, are being met.
- Assist in the development of specifications and Operation Manual updates when needed.
- Prepare and research purchase orders for equipment as required.
- Direct water line repairs.
- Assist with inspections (i.e. insurance, DOHS, FERC, DSOD).
- Conduct valve exercising as needed.
- Assist in maintaining District computers.
- Assist field staff in performing assignments as directed/outlined in the job description for Water Utility Worker I/II/III/IV.
- Shut down main lines in emergencies.
- Mark the location of underground water lines in response to USA requests.
- Ability to operate heavy equipment (i.e. backhoe, etc.)

Qualifications: *Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying.*

Knowledge of:

- Principles, practices, tools, equipment and supplies required for the operation, cleaning and preventative maintenance of water treatment plant equipment.
- The operation and preventative maintenance of piping systems, including pipes, valves, pumps, motors and related appurtenances.
- Safety equipment and practices related to the work, including the handling and storage of hazardous chemicals.

- Applicable laws, codes and regulations.
- Computer applications related to the work, including Microsoft Office Suite programs for work processing and spreadsheets.
- Basic mechanical, electrical and hydraulic principles.
- Basic operational and maintenance practices of electrical motors, pumps and circuitry.
- Principles and practices for providing a high level of customer service to public and District staff, in person and over the telephone.
- Arithmetic and basic mathematical calculations, including percentages and decimals.
- Basic chemical and physical tests as related to water.
- Standard business practices such as letter writing, report writing, preparing informational materials in visual formats; English language usage, spelling, grammar, and punctuation.
- Proper work safety standards.
- Basic work assignments in the installation, maintenance, and repair of water service systems and meters.

Ability to:

- Operate, maintain and repair a variety of water production, treatment and distribution facilities and equipment.
- Operate, maintain and repair a variety of water treatment plant equipment.
- Recognize and correct or report unusual, inefficient or dangerous operating conditions.
- Use and maintain the tools and equipment of the work skillfully and safely
- Handle hazardous chemicals in a safe manner.
- Collect and enter data accurately and creating spreadsheets as directed or required.
- Maintain accurate records of work performed.
- Use, properly maintain, and ensure the security of District-owned equipment that may be provided to assist in the performance of assigned duties.
- Assist with planning, coordinating, and organizing work to meet deadlines with accuracy, thoroughness, and attention to detail.
- Work independently and prioritize multiple tasks often under time constraints and with limited supervision.
- Read, understand and carry out written and oral directions in a clear, concise, and consistent manner.
- Operate a variety of automated office machines typical of a work environment such as a multi-function printer/copier/scanner machine.
- Operate a computer including word processing, database, spreadsheet, email, and internet.
- Communicate clearly and concisely both orally and in writing with District staff, coworkers, consultants, and the public in one-to-one and group settings.

Education and Experience – *Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Six (6) years of cumulative experience in operating and performing routine maintenance to facilities and/or equipment in a water treatment plant, including three (3) full years of experience equivalent to that of a Water Utility Worker II.

Licenses and Certifications – *Requires a valid California Driver's License issued by the California Department of Motor Vehicles.*

Possess a California Grade 3 Water Treatment Plant Operator certification and a California Grade 3 Distribution certification. Incumbents may also be required to obtain a backhoe certification.

Physical Requirements

Must possess the knowledge and mobility to work in construction and various distribution and treatment system maintenance including pump stations, hydro, pump, motor, and electrical. Physical stamina to perform system and maintenance repair work, walk and work on uneven terrain, climb and descend ladders, ability to lift, carry, push, pull and reach materials and equipment weighting up to 80 pounds. Mobility to work in a standard water treatment plant, uses specialized test equipment hand and power tools instrumentation; ability to work in confined spaces and around machines; vision to read printed materials, charts and gauges and computer screens; and hearing, speech and English language skills to communicate successfully in person and over the telephone or other electronic devices.

May be exposed to inclement weather conditions, including working in sun, water and snow. Work may include loud noises from equipment operation, odors, dust, and potentially toxic chemicals and conditions during the normal function of duties. Use of standard office equipment such as telephones, computer, copiers, and fax machines.

Work Environment

Work both indoors (generally in a typical office or warehouse setting) and outdoors are required. While performing the duties of this job outdoors, the working conditions are of a varying degree, from snow to extreme heat. Additionally, incumbents in this position will have exposure to cleaning supplies, solvents, dusts, and other outdoor environmental elements. While performing the duties of this job indoors, the working conditions are those of a typical office environment, with temperatures occasionally too warm or too cold, moderate noise levels and under lighting conditions typical of an office. Travel between District facilities will be necessarily via District vehicle for District related duties and activities.

Hours of Work

Generally, 7:00 am to 3:30 pm from Monday-Friday. After introductory evaluation period is complete, requires being on a rotating on call schedule for weekends and holidays.

Additional Requirements

- 18 years of age.
- Eligible to work in the United States.
- Must be available for regular weekly on-call, emergency standby, and to be called back and work emergency overtime as required.

Compensation and Benefits

The District offers a comprehensive benefit package including medical, dental, vision and CalPERS retirement system (under AB340 effective 01/01/2013), to all newly hired qualified non-exempt employees of the District. Information regarding these benefits will be available upon offer of employment.

Staff Report

a. General Manager's Report - April 2020

Items listed below are in progress and not Agenized however open for comments or discussion.

1. **So. Fork Pump Station Motor/Pump #1** – The removal of the motor and pump is scheduled for March 31 was postponed due mechanical issue with their transportation vehicle. This was rescheduled and removed on April 8, 2020. Completion of this work may go beyond the end of the fiscal year.
2. **Ad Hoc Report** – The Committee has not met since the February 25 meeting. Staff will work with committee members to set up conference calling to continue policy reviews. Date will be schedule later in April.
3. **SEIU** – The last meeting of the bargaining unit was cancelled as a result of COVID-19. Staff will circle back and determine when to schedule the next session.
4. **ACRT** – The District is working with ACRT to inspect, evaluation and recommendation for related power lines clearance at District hydro facilities. ACRT will prepare maps and related documentation. The District is working with TimberTech to complete the required clearance once the inspections are completed.
5. **DSOD** – 2020 Annual inspections were completed and report and recommendation are pending. However, DSOD has notified the District of requirement to drawdown Red Hawk in order to dry out the scarp area from the tree damage of 2019.
6. **GEI Consultant** – Professional Services for FERC Dam Safety Related Professional Services. The Manager requested a services agreement for required FERC and some DSOD related requirement to be completed. The Engineer can provide the required support and assist with the Chief Dam Safety Engineer (CDSE) duties as required by FERC. Additional service may be added as required by FERC regulations.
7. **CCWD meeting – 4/7/20 Nothing reschedule as of this time.** Meeting date is pending calendar availability to review projects and discuss update to the water agreement.
8. **CSDA Gold Country Chapter Workshop** – Workshop are postponed until further notice.
9. **Mt. Ranch Rd/Pope St. realignment** – No updates.
10. **Mokelumne Hill Fire District – Paloma Fire house** – Nothing to report.
11. **California Rural Water Association (CRWA) – Leak Detection Program - Prop. 1 Funds** – The manager and engineer spoke with CRWA to discuss the project needs, start date and project expectations. The District will provide maps and have the program schedule to begin the first week in May.
12. **2019 February Storms Damages (FEMA 4431-DR-CA)** – The District will plan to move forward with the damage work at Red Hawk based on the recent DSOD inspection requirement. Other items are referenced in the Engineers Report. Category Z items related to administrative/management cost, are still pending.

13. **EAP - Jeff Davis Reservoir** – The EAP for Jeff Davis Reservoir was resubmitted to CalOES and anticipate acceptance. Once approved the district will prepare for staff training and informational meetings for emergency responders and public awareness.
14. **EAP - Middle Fork (CalOES/FERC)** – The EAP is being prepare for resubmittal to CalOES and submitted updates for review and comments, will be sent to FERC will include the revised inundation maps approved by DSOD in 2018.
15. **Schaads Hydro unit** – MarTech removed the unit and actuator evaluation, recommendation and cost are pending. (quote#9672).
16. **District Mapping and Modeling** – Staff has been working in house to update district maps to include hydrant, valves, pipelines and materials. Other information regarding leaks, line replacement project and district facilities are also being included in the mapping program. This project will support other efforts being completed at the engineer's office and the CRWA upcoming program.
17. **Billing and Account Software Updates – Pending.** The Manager will be scheduling with vendors for presentation on product offering and work on preparing the RFP for billing and accounting software updates.
18. **State Water Resources Control Board-Dept. of Water Resources (SWRCB-DWR)** – A draft report entitled *Small Water Suppliers and Rural Communities at Risk of Drought and Water shortage Vulnerability and Recommendation and Guidance to Address the Planning Needs of these Communities*. Information requested no response at time of report.



March 31, 2020

Consulting
Engineers and
Scientists

Donna Leatherman, District Manager
Calaveras Public Utility District (CPUD)
506 W. St. Charles
San Andreas, CA 95249

Subject: Dam Safety Related Professional Services

Dear Ms. Leatherman:

Thank you again for considering me as CPUD's Chief Dam Safety Engineer and discussing the challenges facing your district regarding compliance with Federal Energy Regulatory Commission (FERC) and California's Division of Safety of Dams (DSOD) requirements.

As discussed during our March 26, 2020 phone meeting and documented in your follow-up email that same day, the initial three work items of focus would be as listed below and additionally noted in Exhibit A of the attached Standard Professional Services Agreement (contract). Specific task orders regarding these work items including scope, budget, and schedule will be developed in coordination with CPUD once the contract is executed.

1. Chief Dam Safety Engineer duties and responsibilities.
2. Review and prioritize outstanding items in Federal Energy Regulatory Commission's (FERC) Annual Letter dated February 12, 2020 for Project 7506-CA.
3. Provide assistance to CPUD to comply with FERC's security requirements as reference in FERC's letter dated November 19, 2019 for Project 7506-CA.

It was pleasure meeting you over the phone and I look forward to working with you. Please don't hesitate to contact me at rsanchez@geiconsultants.com or 916-350-1769, should you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Rich Sanchez".

Rich Sanchez, P.E.
GEI Consultants Inc.

(Attachment)

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

Calaveras Public Utility District (Client) and
GEI Consultants Inc. (GEI)

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware that an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use



and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT:	Donna Leatherman, District Manager <hr/> 506 W. St. Charles, San Andreas, CA 95249 <hr/>
For GEI:	Richard Sanchez, Vice President <hr/> 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670 <hr/>

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the State of California.

- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- ~~a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, & overseeing subsurface investigation, sample collection, or sample testing.~~
- ~~b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.~~
- ~~c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.~~
- ~~d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.~~
- ~~e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.~~

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals
- Exhibit F, Special Provisions for Engineering Design Services
- Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- Exhibit H, Special Provisions for Construction Services

(Check all that apply; strike all that do not apply)



16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

For GEI:

By:

By:

(Signature)

(Signature)

Donna Leatherman

Richard Sanchez

(Print Name)

(Print Name)

District Manager

Vice President

(Title)

(Title)

March 31, 2020

March 31, 2020

(Date)

(Date)



STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Scope of Services and Schedule

[Insert applicable scope and schedule following this page]

Scope of Services

General:

Assigned work will be through the execution of specific Task Orders approved by Calaveras Public Utility District (CPUD). Each Task Order will include scope of services, budget, and schedule. All executed future Task Orders will become part of this contract. No work will start until the task order is approved by CPUD.

Based on Donna Leatherman's March 26, 2020 email to GEI's Rich Sanchez, the initial three work tasks include:

1. Chief Dam Safety Engineer duties and responsibilities.
2. Review and prioritize outstanding items in Federal Energy Regulatory Commission's (FERC) Annual Letter dated February 12, 2020 for Project 7506-CA.
3. Provide assistance to CPUD to comply with FERC's security requirements as reference in FERC's letter dated November 19, 2019 for Project 7506-CA.

Additional work tasks will be developed on as-needed basis mutually agreed upon by CPUD's Donna Leatherman and GEI's Rich Sanchez.



STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

Payment Terms

[Insert payment terms, including applicable fee schedule, following this page]



FEE SCHEDULE

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 123
Staff Professional – Grade 2	\$ 135
Project Professional – Grade 3	\$ 148
Project Professional – Grade 4	\$ 166
Senior Professional – Grade 5	\$ 196
Senior Professional – Grade 6	\$ 223
Senior Professional – Grade 7	\$ 265
Senior Consultant – Grade 8 (RSanchez).....	\$ 297
Senior Consultant – Grade 9	\$ 362
Senior Principal – Grade 10	\$ 362

Senior Drafter and Designer	\$ 148
Drafter / Designer and Senior Technician	\$ 135
Field Professional	\$ 111
Technician, Word Processor, Administrative Staff	\$ 110
Office Aide	\$ 86

These rates are billed for both regular and overtime hours in all categories. Rates will increase up to 5% annually, at GEI’s option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI’s invoice number.



STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT C

Insurance

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
 - 1. In accordance with the laws of the state(s) in which services are performed.

- B. Commercial General Liability (CGL) Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
 - 2. Including explosion, underground drilling excavation, and collapse hazards.
 - 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

- C. Comprehensive Automobile Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 - 2. Includes all owned, nonowned, and hired vehicles used in connection with the services under this Agreement.

- D. Professional Liability Insurance:
 - 1. \$1,000,000 per claim and in aggregate.

Staff Report

- a. Legal Counsel Report
- b. Engineer's Report (attached)

Project Status Update

March 26, 2020

The following is a status update of projects WGA is currently working on:

General Engineering #2528

- Jail/Courthouse Waterline Dedication: No update
- Mokelumne Hill Fire Station – Paloma: No Update
- Asset Mapping System (Diamond Maps): WGA has been working with CPUD staff to communicate data into the combined system.
- General Project List: Compiled staff and CIP projects into one document.
- Leak Detection: Assistance with coordinating information for the upcoming leak detection project.

Court Street Waterline Replacement #2744

- District is awaiting approval of a Cal Trans Encroachment Permit and response from customer on costs. Project documents are ready for advertisement. Direction was given to postpone advertisement of the project.

2019 FEMA Storm Damage Projects #2789

- The District has been obligated funds for four of the six total damage categories. FEMA is still processing the last two remaining categories. Draft plans have been prepared. Anticipated project advertisement is Spring 2020.

Drinking Water State Revolving Fund (DWSRF) Planning Grant Application #2798

- Utilizing staff input, masterplan documents, and tank inspection reports WGA is currently working on defining a scope of work for improvements at the Water Treatment Plant. WGA has been coordinating with the tank inspector to clarify the scope of damage in the Clearwell.

Water Loss Control Program #2813

- Currently, the supplied data and documents are being reviewed and being applied to the Audit Software per the AWWA M36 methodology. The audit will assist the District with pinpointing losses due to leakage, meter error, or unauthorized use. The initial results will be reviewed with District staff before a final report is presented.

Calaveras Public Utility District

MEMORANDUM

TO: Donna Leatherman, District Manager

FROM: Matt Ospital, District Engineer

RE: Billing Summary for February 2020

DATE: March 10, 2020

#2528	General Engineering Services Project status reports, meetings, document delivery, research and discuss line repair options, correspondence for Paloma Fire Station Project	\$2,348.50
#2744	Court Street Waterline Extension Plans, specifications and quantities, coordinate with County, Foley's engineer. Research pipe bursting.	\$1,175.25
#2789	2019 Storm Damage Review and update grants portal submittals, easement research for sites, FEMA correspondence, plan production, review Category Z protocol, project update memo, response to insurance RFI, ect.	\$7,824.50
#2798	SRLF Application and Project Planning Application form update, project status, project matrix, summary etc. for general application.	\$1,909.50
#2813	Water Loss Control Program Revised audit questions, enter audit data, update memo to CPUD.	\$1,909.50
#2815	Mountain Ranch Road-Pope Street Realignment Coord. with County for additional plans to CPUD.	\$325.00
	TOTAL	<u>\$15,492.25</u>

Board Members Report

Board Members Report are comments by Directors concerning District business, which may be of interest to the Board. This is placed on the agenda to enable individual Board members to convey information to the Board and to the public. There is to be no discussion or action taken by the Board of Directors unless the item is noticed as part of the meeting agenda

- a. Director Lavaroni – LAFCO Meeting Reminder (5/18/20)
- b. Director Blood – UMRWA Meeting Reminder (4/24/20)
- c. Form 700 Filing Date Extension to June 1, 2020

Directors Comments

Adjournment (Next Regular Meeting on May 12, 2020 at 7:00 pm)

Action: Adjourn meeting

Motion 1st _____, **2nd** _____, **Carried** _____