



Hidden Valley Lake Community Services District
Regular Board Meeting
Tuesday, August 15, 2023 – 7:00 PM
19400 Hartmann Road, Hidden Valley Lake, CA.

To join the meeting by teleconference, go to www.hvlcsd.org select the August 15, 2023, Regular Board Meeting and select Join Remote Meeting.

This meeting is being recorded for live streaming and broadcasting purposes.

Attending Remotely

Director Freeman
12045 Illinois Street
Carmel, Illinois 46032

1) **CALL TO ORDER**

2) **PLEDGE OF ALLEGIANCE**

3) **ROLL CALL**

4) **APPROVAL OF AGENDA**

5) **CLOSED SESSION**

Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section §54956.9(d) (*Armstrong vs. Hidden Valley Lake Community Services District Case No 423629*)

Conference with Legal Counsel – Pending Litigation Pursuant to Government Code Section §54956.9(a) (*McClory, McAllister and McKee vs. Hidden Valley Lake Community Services District Case No 424383*)

RECONVENE TO OPEN SESSION: Presentation of any Reportable Items

6) **CONSENT CALENDAR**

A. **MINUTES**: Approval of the July 18, 2023, Regular Board of Directors Meeting Minutes.

B. **MINUTES**: Approval of the July 12, 2023, Emergency Preparedness Committee Meeting Minutes.

C. **MINUTES**: Approval of the July 11, 2023, Finance Committee Meeting Minutes.

D. **DISBURSEMENTS**: Check #001885 - #001960 including drafts and payroll for a total of \$757,398.45.

7) **BOARD COMMITTEE REPORTS** (for information only, no action anticipated)

Finance Committee

Personnel Committee

Emergency Preparedness Committee

Lake Water Use Agreement-Ad Hoc Committee

Trane Ad-Hoc Committee

Valley Oaks Project Sub-Committee

8) BOARD LIST OF PRIORITIES:

Underground Infrastructure – Water Mainlines
I&I
Tank 9
Generators
SCADA

9) STAFF REPORTS (for information only, no action anticipated)

Financial Report
Administration/Customer Service Report
ACWA State Legislative Committee
Field Operations Report
Projects Update
General Managers Report

10) DISCUSSION AND POSSIBLE ACTION: Approve Resolution 2023-07 A Resolution of the Hidden Valley Lake Community Services District Regarding Intention to Issue Tax-Exempt Obligations

11) DISCUSSION AND POSSIBLE ACTION: Award of Contract to C.V Larsen for the Water Storage Reliability Project

12) DISCUSSION AND POSSIBLE ACTION: Authorize the General Manager to Purchase Stationary Generators in Support of the Backup Power Reliability Project

13) DISCUSSION AND POSSIBLE ACTION: Authorize the General Manager to Enter into a Contract with West Yost, for Grant Identification and Application Submission for SCADA, not to Exceed \$80,000

14) DISCUSSION AND POSSIBLE ACTION: Projects Workshop Narrative

15) DISCUSSION: Correspondence from Central States Water Resources (CSWR)

16) PUBLIC COMMENT

17) BOARD MEMBER COMMENT

18) ADJOURN

Public records are available upon request. Board Packets are posted on our website at www.hvllcsd.org/meetings. In compliance to the Americans with Disabilities Act, if you need special accommodations to participate in or attend the meeting, please contact the District Office at 987-9201 at least 48 hours prior to the scheduled meeting. Members of the public shall be given the opportunity to comment on each agenda item before the Governing Board acts on that item, G.C. 54953.3. All other comments will be taken under Public Comment.



**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
FINANCE COMMITTEE
Tuesday July 11, 2023 – 12:30 P.M.
Meeting Minutes**

The Hidden Valley Lake Community Services District Finance Committee was conducted in the District Boardroom at 19400 Hartmann Road, Hidden Valley Lake, California.

Present were:

Director Jim Freeman

Director Gary Graves

Dennis White, General Manager

Penny Cuadras, Administrative Services Manager

Trish Wilkinson, Accounting Supervisor

Via Teleconference Alyssa Gordon, Project Manager

CALL TO ORDER

The meeting was called to order at 12:30 p.m. by Director Graves.

APPROVAL OF AGENDA

Motion by Director Freeman to approve the Tuesday, July 11, 2023, Finance Committee agenda as presented. Seconded by Director Graves

Roll Call:

Ayes: (2) Directors Graves, and Freeman

Nays: (0)

Abstain: (0)

Absent: (0)

Tuesday July 11, 2023, Finance Committee Agenda approved by roll call vote.

REVIEW AND POSSIBLE RECOMMENDATION:

Monthly Financial Reports & Disbursements

The Committee reviewed and discussed the financial reports for the period ending June 30, 2023. Staff addressed inquiries as presented by the committee.

REVIEW AND POSSIBLE RECOMMENDATION:

Projects Update

Updates provided by Alyssa Gordon; inquiries addressed as presented by the committee.

DISCUSSION AND POSSIBLE RECOMENDATION:

Adopt Resolution 2023-06 Award of Contract to Brelje & Race Consulting Engineers (BRCE) for Construction Management & Inspection Services (CMI) for the Water Storage Reliability (WSR) Project

Committee Recommendation to the Board: Adopt Resolution 2023-06 Award of Contract to Brelje & Race Consulting Engineers (BRCE) for Construction Management & Inspection Services (CMI) for the Water Storage Reliability (WSR) Project

PUBLIC COMMENT

No Public Comment

COMMITTEE MEMBER COMMENT

Members of the Committee expressed appreciation to the office and field staff.
Members of the Committee recommend a board workshop to provide a complete report on all major projects.

ADJOURNMENT

Motion by Director Freeman to adjourn the meeting at 2:07 p.m. Seconded by Director Graves

Motion carries to adjourn the meeting at 2:07 p.m.



**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
Emergency Preparedness Committee
July 12, 2023 – 9:00 A.M.
Meeting Minutes**

The Hidden Valley Lake Community Services District Finance Committee was conducted in the District Boardroom at 19400 Hartmann Road, Hidden Valley Lake, California.

Present were:

Director Jim Lieberman

Dennis White, General Manager

Penny Cuadras, Administrative Services Manager

CALL TO ORDER

The meeting was called to order at 9:01 a.m. by Director Lieberman

APPROVAL OF AGENDA

Motion by Director Lieberman to approve the July 12, 2023, Emergency Preparedness Committee agenda as presented.

DISCUSSION:

Safety and Security Goals for the District Infrastructure

Director Liebermann provided a report on webinars he has attended, Emergency Preparedness – Community Water Systems and Cyber Security.

The Committee also set a bi-monthly meeting schedule to discuss security and safety measures for the District.

PUBLIC COMMENT

No Public Comment

COMMITTEE MEMBER COMMENT

Director Lieberman expressed appreciation to staff for setting a plan for future meetings.

ADJOURNMENT

Meeting was adjourned at 9:42 a.m.



**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING DATE: Tuesday, July 18, 2023– 7:00 PM**

The Regular Meeting of the Hidden Valley Lake Community Services District (District) Board of Directors was held in the District Boardroom at 19400 Hartmann Road Hidden Valley Lake, California.

Directors Present:

Director Claude Brown, President
Director Sean Millerick, Vice President
Director Jim Freeman
Director Gary Graves
Director Jim Lieberman

Staff Present:

Dennis White, General Manager,
Penny Cuadras, Administrative Services Manager
Trish Wilkinson, Accounting Supervisor
Hannah Davidson, Water Resources Specialist I

Via Teleconference:

Alyssa Gordon, Project Manager

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Director Brown.

APPROVAL OF AGENDA

Motion by Director Freeman to approve the July 18, 2023, Regular Board Agenda.
Seconded by Director Lieberman.

Roll Call Vote:

AYES: (5) Directors, Graves, Freeman, Lieberman, Millerick and Brown

NAYS: (0)

ABSTAIN: (0)

ABSENT: (0)

Motion carries to approve the July 18, 2023, Regular Board Agenda.

CONSENT CALENDAR

Moved by Director Lieberman and seconded by Director Millerick to approve the Consent Calendar as presented.

- A. MINUTES:** Approval of the June 20, 2023, Regular Board of Directors Meeting Minutes.
- B. MINUTES:** Approval of the June 13, 2023, Finance Committee Meeting Minutes.
- C. DISBURSEMENTS:** Check #001785 - #001884 including drafts and payroll for a total of \$462,038.16.

No Further Discussion.

No Public Comment.

Roll Call Vote:

AYES: (5) Directors, Graves, Freeman, Lieberman, Millerick and Brown

NAYS: (0)

ABSTAIN: (0)

ABSENT: (0)

Motion Carries to approve the Consent Calendar as presented.

BOARD COMMITTEE REPORTS

Finance Committee: Met 7/11 Director Graves provided a summary of the meeting.

Personnel Committee: Have not met.

Emergency Preparedness Committee: Met 7/12 Director Lieberman provided a summary of the meeting and webinars attended on Cyber Security and Hexavalent Chromium

Lake Water Use Agreement-Ad Hoc Committee: Have not met.

Valley Oaks Sub-Committee: Have not met.

Trane Energy Resilience Ad Hoc Committee: Have not met.

STAFF REPORTS

Financial Report: No discussion

Administration/Customer Services Report: No Discussion

Field Operation Report: No Discussion

ACWA State Legislative Committee: Update provided by Hannha Davidson

Projects Update: Update provided by Alyssa Gordon; CalOES (DR4382) approved the increase request, making an additional \$619k available to the District for the Water System Storage Reliability Project. This will also increase the match share for the District.

General Manager Report: The General Manager discussed items in his report and responded to all inquiries.

DISCUSSION AND POSSIBLE ACTION:

Adopt Resolution 2023-06 Award of Contract to Brelje & Race Consulting Engineers (BRCE) for Construction Management & Inspection Services (CMI) for the Water Storage Reliability (WSR) Project

Motion by Director Millerick to Adopt Resolution 2023-06 Award of Contract to Brelje & Race Consulting Engineers (BRCE) for Construction Management & Inspection Services (CMI) for the Water Storage Reliability (WSR) Project.

Seconded by Director Graves

No further Discussion

No Public Comment

Roll Call Vote:

AYES: (5) Directors Graves, Freeman, Lieberman, Millerick and Brown

NAYS: (0)

ABSTAIN: (0)

ABSENT: (0)

Motion carries by unanimous vote to Approve Resolution 2023-06 Award of Contract to Brelje & Race Consulting Engineers (BRCE) for Construction Management & Inspection Services (CMI) for the Water Storage Reliability (WSR) Project.

VENDOR SET: 01 Hidden Valley Lake
VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 120 SEWER ENTERPRISE FUN

SORTED BY FUND

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|---------|---------------------------|-----------------|-----------------|------|-----------------|-----------------------|---------------|
| 01-11 | STATE OF CALIFORNIA EDD | | | N | | FUND TOTAL FOR VENDOR | 1,455.88 |
| 01-122 | LAKE COUNTY RECORD BEE | | | N | | FUND TOTAL FOR VENDOR | 147.25 |
| 01-1249 | UNDERGROUND SERVICE ALERT | | | N | | FUND TOTAL FOR VENDOR | 150.00 |
| 01-1392 | MEDIACOM | | | N | | FUND TOTAL FOR VENDOR | 248.59 |
| 01-1579 | SOUTH LAKE REFUSE & RECYC | | | N | | FUND TOTAL FOR VENDOR | 279.46 |
| 01-1705 | SPECIAL DISTRICT RISK MAN | | | N | | FUND TOTAL FOR VENDOR | 169,468.24 |
| 01-1722 | US DEPARTMENT OF THE TREA | | | N | | FUND TOTAL FOR VENDOR | 3,796.67 |
| 01-1751 | USA BLUE BOOK | | | N | | FUND TOTAL FOR VENDOR | 1,094.64 |
| 01-1961 | ACWA/JPIA | | | N | | FUND TOTAL FOR VENDOR | 529.74 |
| 01-21 | CALIFORNIA PUBLIC EMPLOYE | | | N | | FUND TOTAL FOR VENDOR | 7,609.10 |
| 01-2111 | DATAPROSE, LLC | | | N | | FUND TOTAL FOR VENDOR | 202.86 |
| 01-2283 | ARMED FORCE PEST CONTROL, | | | N | | FUND TOTAL FOR VENDOR | 102.50 |
| 01-2538 | HARDESTER'S MARKETS & HAR | | | N | | FUND TOTAL FOR VENDOR | 60.79 |
| 01-2541 | MENDO MILL CLEARLAKE | | | N | | FUND TOTAL FOR VENDOR | 436.47 |
| 01-2585 | TYLER TECHNOLOGY | | | N | | FUND TOTAL FOR VENDOR | 2,642.50 |
| 01-2598 | VERIZON WIRELESS | | | N | | FUND TOTAL FOR VENDOR | 594.18 |
| 01-2636 | ACTION SANITARY, INC. | | | N | | FUND TOTAL FOR VENDOR | 825.00 |
| 01-2648 | B & G TIRES OF MIDDLETOWN | | | N | | FUND TOTAL FOR VENDOR | 25.00 |
| 01-2672 | ADTS, INC | | | N | | FUND TOTAL FOR VENDOR | 82.25 |
| 01-2744 | ADVENTIST HEALTH ST HELEN | | | N | | FUND TOTAL FOR VENDOR | 15.73 |
| 01-2780 | DNA RIDGE ROCK | | | N | | FUND TOTAL FOR VENDOR | 9.62 |
| 01-2788 | GHD | | | N | | FUND TOTAL FOR VENDOR | 3,886.00 |
| 01-2816 | ELAN CARDMEMBER SERVICE | | | N | | FUND TOTAL FOR VENDOR | 3,791.18 |
| 01-2820 | ALPHA ANALYTICAL LABORATO | | | N | | FUND TOTAL FOR VENDOR | 4,883.25 |
| 01-2823 | GARDENS BY JILLIAN | | | N | | FUND TOTAL FOR VENDOR | 100.00 |
| 01-2825 | NATIONWIDE RETIREMENT SOL | | | N | | FUND TOTAL FOR VENDOR | 1,400.00 |
| 01-2860 | WESTGATE PETROLEUM CO., I | | | N | | FUND TOTAL FOR VENDOR | 1,357.53 |

SORTED BY FUND

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|---------------------|---------------------------|-----------------|-----------------|------|-----------------|-----------------------|---------------|
| 01-2876 | BOLD POLISNER MADDOW NELS | | | N | | FUND TOTAL FOR VENDOR | 1,868.75 |
| 01-2880 | MIDDLETOWN COPY & PRINT | | | N | | FUND TOTAL FOR VENDOR | 29.00 |
| 01-2885 | RGW GROUNDSKEEPING, LLC | | | N | | FUND TOTAL FOR VENDOR | 4,044.62 |
| 01-2909 | STREAMLINE | | | N | | FUND TOTAL FOR VENDOR | 124.50 |
| 01-2917 | AT&T MOBILITY | | | N | | FUND TOTAL FOR VENDOR | 45.40 |
| 01-2926 | THATCHER COMPANY, INC. | | | N | | FUND TOTAL FOR VENDOR | 3,019.63 |
| 01-2945 | APPLIED TECHNOLOGY SOLUTI | | | N | | FUND TOTAL FOR VENDOR | 1,075.00 |
| 01-2950 | AFLAC | | | N | | FUND TOTAL FOR VENDOR | 85.80 |
| 01-2961 | BODEAN COMPANY | | | N | | FUND TOTAL FOR VENDOR | 261.34 |
| 01-3018 | HANNAH DAVIDSON | | | N | | FUND TOTAL FOR VENDOR | 153.00 |
| 01-3022 | WELLS FARGO FINANCIAL LEA | | | N | | FUND TOTAL FOR VENDOR | 183.96 |
| 01-3027 | DONNA MAHONEY | | | N | | FUND TOTAL FOR VENDOR | 36.02 |
| 01-3050 | ALESHIRE & WYNDER, LLP | | | N | | FUND TOTAL FOR VENDOR | 862.50 |
| 01-3054 | SMALLCOMB, LISA | | | N | | FUND TOTAL FOR VENDOR | 26.20 |
| 01-3060 | R&S TRUCKING | | | N | | FUND TOTAL FOR VENDOR | 540.00 |
| 01-3061 | ODP BUSINESS SOLUTIONS, L | | | N | | FUND TOTAL FOR VENDOR | 43.51 |
| 01-3070 | JESSIKA HARRISON | | | N | | FUND TOTAL FOR VENDOR | 46.16 |
| 01-3071 | BARTKIEWICZ, KRONICK & SH | | | N | | FUND TOTAL FOR VENDOR | 487.50 |
| 01-3075 | JACOB MCCLURE | | | N | | FUND TOTAL FOR VENDOR | 136.54 |
| 01-3076 | UBEO WEST, LLC | | | N | | FUND TOTAL FOR VENDOR | 96.10 |
| 01-3080 | WATERWORTH | | | N | | FUND TOTAL FOR VENDOR | 4,850.00 |
| 01-3087 | SERVICO BUILDING MAINTENA | | | N | | FUND TOTAL FOR VENDOR | 1,066.66 |
| 01-3090 | JARROD CUNNINGHAM | | | N | | FUND TOTAL FOR VENDOR | 19.85 |
| 01-8 | AT&T | | | N | | FUND TOTAL FOR VENDOR | 939.76 |
| 01-9 | PACIFIC GAS & ELECTRIC CO | | | N | | FUND TOTAL FOR VENDOR | 7,237.65 |
| 01-981 | U S POSTMASTER | | | N | | FUND TOTAL FOR VENDOR | 132.00 |
| *** FUND TOTALS *** | | | | | | | 232,605.88 |

VENDOR SET: 01 Hidden Valley Lake

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 130 WATER ENTERPRISE FUN

SORTED BY FUND

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|---------|---------------------------|-----------------|-----------------|------|-----------------|-----------------------|---------------|
| 01-1 | MISCELLANEOUS VENDOR | | | N | | FUND TOTAL FOR VENDOR | 1,901.46 |
| 01-1046 | RAINBOW AGRICULTURAL SERV | | | N | | FUND TOTAL FOR VENDOR | 933.00 |
| 01-11 | STATE OF CALIFORNIA EDD | | | N | | FUND TOTAL FOR VENDOR | 1,383.59 |
| 01-122 | LAKE COUNTY RECORD BEE | | | N | | FUND TOTAL FOR VENDOR | 147.25 |
| 01-1249 | UNDERGROUND SERVICE ALERT | | | N | | FUND TOTAL FOR VENDOR | 150.00 |
| 01-1392 | MEDIACOM | | | N | | FUND TOTAL FOR VENDOR | 248.60 |
| 01-1579 | SOUTH LAKE REFUSE & RECYC | | | N | | FUND TOTAL FOR VENDOR | 279.46 |
| 01-1705 | SPECIAL DISTRICT RISK MAN | | | N | | FUND TOTAL FOR VENDOR | 169,468.21 |
| 01-1722 | US DEPARTMENT OF THE TREA | | | N | | FUND TOTAL FOR VENDOR | 3,746.77 |
| 01-1751 | USA BLUE BOOK | | | N | | FUND TOTAL FOR VENDOR | 533.03 |
| 01-1961 | ACWA/JPIA | | | N | | FUND TOTAL FOR VENDOR | 529.72 |
| 01-21 | CALIFORNIA PUBLIC EMPLOYE | | | N | | FUND TOTAL FOR VENDOR | 6,759.97 |
| 01-2111 | DATAPROSE, LLC | | | N | | FUND TOTAL FOR VENDOR | 202.88 |
| 01-2283 | ARMED FORCE PEST CONTROL, | | | N | | FUND TOTAL FOR VENDOR | 102.50 |
| 01-2538 | HARDESTER'S MARKETS & HAR | | | N | | FUND TOTAL FOR VENDOR | 180.31 |
| 01-2541 | MENDO MILL CLEARLAKE | | | N | | FUND TOTAL FOR VENDOR | 436.47 |
| 01-2585 | TYLER TECHNOLOGY | | | N | | FUND TOTAL FOR VENDOR | 2,642.50 |
| 01-2598 | VERIZON WIRELESS | | | N | | FUND TOTAL FOR VENDOR | 594.18 |
| 01-2648 | B & G TIRES OF MIDDLETOWN | | | N | | FUND TOTAL FOR VENDOR | 25.00 |
| 01-2672 | ADTS, INC | | | N | | FUND TOTAL FOR VENDOR | 82.25 |
| 01-2702 | PACE SUPPLY CORP | | | N | | FUND TOTAL FOR VENDOR | 395.84 |
| 01-2744 | ADVENTIST HEALTH ST HELEN | | | N | | FUND TOTAL FOR VENDOR | 15.73 |
| 01-2780 | DNA RIDGE ROCK | | | N | | FUND TOTAL FOR VENDOR | 9.63 |
| 01-2788 | GHD | | | N | | FUND TOTAL FOR VENDOR | 44,014.97 |
| 01-2816 | ELAN CARDMEMBER SERVICE | | | N | | FUND TOTAL FOR VENDOR | 10,052.67 |
| 01-2820 | ALPHA ANALYTICAL LABORATO | | | N | | FUND TOTAL FOR VENDOR | 450.00 |
| 01-2823 | GARDENS BY JILLIAN | | | N | | FUND TOTAL FOR VENDOR | 100.00 |

VENDOR SET: 01 Hidden Valley Lake

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 130 WATER ENTERPRISE FUN

SORTED BY FUND

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|---------|---------------------------|-----------------|-----------------|------|-----------------|-----------------------|---------------|
| 01-2825 | NATIONWIDE RETIREMENT SOL | | | N | | FUND TOTAL FOR VENDOR | 1,400.00 |
| 01-2860 | WESTGATE PETROLEUM CO., I | | | N | | FUND TOTAL FOR VENDOR | 1,357.55 |
| 01-2876 | BOLD POLISNER MADDOW NELS | | | N | | FUND TOTAL FOR VENDOR | 1,868.75 |
| 01-2878 | BADGER METER | | | N | | FUND TOTAL FOR VENDOR | 1,305.63 |
| 01-2880 | MIDDLETOWN COPY & PRINT | | | N | | FUND TOTAL FOR VENDOR | 29.00 |
| 01-2885 | RGW GROUNDSKEEPING, LLC | | | N | | FUND TOTAL FOR VENDOR | 4,044.62 |
| 01-2909 | STREAMLINE | | | N | | FUND TOTAL FOR VENDOR | 124.50 |
| 01-2913 | CRESCO EQUIPMENT RENTALS | | | N | | FUND TOTAL FOR VENDOR | 3,510.80 |
| 01-2917 | AT&T MOBILITY | | | N | | FUND TOTAL FOR VENDOR | 45.40 |
| 01-2945 | APPLIED TECHNOLOGY SOLUTI | | | N | | FUND TOTAL FOR VENDOR | 1,075.00 |
| 01-2950 | AFLAC | | | N | | FUND TOTAL FOR VENDOR | 85.80 |
| 01-2961 | BODEAN COMPANY | | | N | | FUND TOTAL FOR VENDOR | 261.33 |
| 01-3018 | HANNAH DAVIDSON | | | N | | FUND TOTAL FOR VENDOR | 153.00 |
| 01-3022 | WELLS FARGO FINANCIAL LEA | | | N | | FUND TOTAL FOR VENDOR | 183.95 |
| 01-3027 | DONNA MAHONEY | | | N | | FUND TOTAL FOR VENDOR | 36.03 |
| 01-3050 | ALESHIRE & WYNDER, LLP | | | N | | FUND TOTAL FOR VENDOR | 862.50 |
| 01-3054 | SMALLCOMB, LISA | | | N | | FUND TOTAL FOR VENDOR | 26.20 |
| 01-3060 | R&S TRUCKING | | | N | | FUND TOTAL FOR VENDOR | 540.00 |
| 01-3061 | ODP BUSINESS SOLUTIONS, L | | | N | | FUND TOTAL FOR VENDOR | 43.52 |
| 01-3070 | JESSIKA HARRISON | | | N | | FUND TOTAL FOR VENDOR | 46.17 |
| 01-3071 | BARTKIEWICZ, KRONICK & SH | | | N | | FUND TOTAL FOR VENDOR | 712.50 |
| 01-3075 | JACOB MCCLURE | | | N | | FUND TOTAL FOR VENDOR | 136.54 |
| 01-3076 | UBEO WEST, LLC | | | N | | FUND TOTAL FOR VENDOR | 96.10 |
| 01-3080 | WATERWORTH | | | N | | FUND TOTAL FOR VENDOR | 4,850.00 |
| 01-3081 | BENNETT ENGINEERING SERVI | | | N | | FUND TOTAL FOR VENDOR | 24,575.73 |
| 01-3087 | SERVICO BUILDING MAINTENA | | | N | | FUND TOTAL FOR VENDOR | 533.34 |
| 01-3090 | JARROD CUNNINGHAM | | | N | | FUND TOTAL FOR VENDOR | 19.85 |

VENDOR SET: 01 Hidden Valley Lake

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 130 WATER ENTERPRISE FUN

SORTED BY FUND

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|---------------------|---------------------------|-----------------|-----------------|------|-----------------|-----------------------|---------------|
| 01-8 | AT&T | | | N | | FUND TOTAL FOR VENDOR | 939.77 |
| 01-9 | PACIFIC GAS & ELECTRIC CO | | | N | | FUND TOTAL FOR VENDOR | 22,657.20 |
| 01-981 | U S POSTMASTER | | | N | | FUND TOTAL FOR VENDOR | 132.00 |
| *** FUND TOTALS *** | | | | | | | 317,038.77 |

VENDOR SET: 01 Hidden Valley Lake

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 140 FLOOD ENTERPRISE FUN

SORTED BY FUND

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|---------------------|---------------------------|-----------------|-----------------|------|-----------------|-----------------------|---------------|
| 01-9 | PACIFIC GAS & ELECTRIC CO | | | | N | FUND TOTAL FOR VENDOR | 72.72 |
| *** FUND TOTALS *** | | | | | | | 72.72 |

VENDOR SET: 01 Hidden Valley Lake

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 215 RECA REDEMPTION 1995

SORTED BY FUND

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|---------------------|---------------------------|-----------------|-----------------|------|-----------------|-----------------------|---------------|
| 01-19 | NBS GOVERNMENT FINANCE GR | | | | N | FUND TOTAL FOR VENDOR | 1,903.42 |
| *** FUND TOTALS *** | | | | | | | 1,903.42 |

VENDOR SET: 01 Hidden Valley Lake

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 218 CIEDB REDEMPTION FUN

SORTED BY FUND

| VENDOR | NAME | NO# INVOICES | TOTAL AMOUNT | 1099 | G/L ACCT NO# | G/L NAME | G/L AMOUNT |
|-----------------------|---------|-----------------|-----------------|------|-----------------|-----------------------|---------------|
| 01-1636 | US BANK | | | N | | FUND TOTAL FOR VENDOR | 21,985.09 |
| *** FUND TOTALS *** | | | | | | | 21,985.09 |
| *** REPORT TOTALS *** | | | 573,605.88 | | | | 573,605.88 |

G / L EXPENSE DISTRIBUTION

| ACCOUNT NUMBER | ACCOUNT NAME | AMOUNT |
|----------------|----------------------------|------------|
| 120 2075 | AFLAC | 85.80 |
| 120 2088 | SURVIVOR BENEFITS - PERS | 13.67 |
| 120 2090 | PERS PAYABLE | 3,281.67 |
| 120 2091 | FIT PAYABLE | 2,482.53 |
| 120 2092 | CIT PAYABLE | 1,051.94 |
| 120 2093 | SOCIAL SECURITY PAYABLE | 15.50 |
| 120 2094 | MEDICARE PAYABLE | 641.51 |
| 120 2095 | S D I PAYABLE | 398.19 |
| 120 2099 | DEFERRED COMP - 457 PLAN | 1,400.00 |
| 120 5-00-5024 | WORKERS' COMP INSURANCE | 17,634.44 |
| 120 5-00-5025 | RETIREE HEALTH BENEFITS | 1,470.84 |
| 120 5-00-5060 | GASOLINE, OIL & FUEL | 1,357.53 |
| 120 5-00-5061 | VEHICLE MAINT | 105.91 |
| 120 5-00-5074 | INSURANCE | 132,754.49 |
| 120 5-00-5080 | MEMBERSHIP & SUBSCRIPTIONS | 5,134.50 |
| 120 5-00-5092 | POSTAGE & SHIPPING | 275.38 |
| 120 5-00-5121 | LEGAL SERVICES | 3,218.75 |
| 120 5-00-5122 | ENGINEERING SERVICES | 3,886.00 |
| 120 5-00-5130 | PRINTING & PUBLICATION | 235.73 |
| 120 5-00-5145 | EQUIPMENT RENTAL | 280.06 |
| 120 5-00-5148 | OPERATING SUPPLIES | 3,581.23 |
| 120 5-00-5150 | REPAIR & REPLACE | 2,889.67 |
| 120 5-00-5155 | MAINT BLDG & GROUNDS | 4,269.41 |
| 120 5-00-5156 | CUSTODIAL SERVICES | 1,066.66 |
| 120 5-00-5191 | TELEPHONE | 1,827.93 |
| 120 5-00-5192 | ELECTRICITY | 7,237.65 |
| 120 5-00-5193 | OTHER UTILITIES | 279.46 |
| 120 5-00-5194 | IT SERVICES | 3,937.50 |
| 120 5-00-5195 | ENV/MONITORING | 4,883.25 |

VENDOR SET: 01 Hidden Valley Lake

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 218 CIEDB REDEMPTION FUN

SORTED BY FUND

G/L EXPENSE DISTRIBUTION

| ACCOUNT NUMBER | ACCOUNT NAME | AMOUNT |
|----------------|--------------------------------|------------|
| 120 5-00-5315 | SAFETY EQUIPMENT | 1,485.00 |
| 120 5-10-5010 | SALARIES & WAGES | 291.19 |
| 120 5-10-5020 | EMPLOYEE BENEFITS | 5,854.30 |
| 120 5-10-5021 | RETIREMENT BENEFITS | 2,090.67 |
| 120 5-10-5090 | OFFICE SUPPLIES | 57.49CR |
| 120 5-10-5170 | TRAVEL MILEAGE | 62.22 |
| 120 5-10-5175 | EDUCATION / SEMINARS | 316.35 |
| 120 5-10-5179 | ADM MISC EXPENSES | 152.11 |
| 120 5-30-5010 | SALARIES & WAGES | 346.79 |
| 120 5-30-5020 | EMPLOYEE BENEFITS | 9,132.82 |
| 120 5-30-5021 | RETIREMENT BENEFITS | 2,223.09 |
| 120 5-30-5022 | CLOTHING ALLOWANCE | 182.70 |
| 120 5-30-5090 | OFFICE SUPPLIES | 101.00 |
| 120 5-30-5170 | TRAVEL MILEAGE | 978.35 |
| 120 5-30-5175 | EDUCATION / SEMINARS | 469.36 |
| 120 5-40-5010 | DIRECTORS COMPENSATION | 19.15 |
| 120 5-40-5020 | DIRECTOR BENEFITS | 5.75 |
| 120 5-40-5030 | DIRECTOR HEALTH BENEFITS | 3,255.32 |
| | ** FUND TOTAL ** | 232,605.88 |
| 130 1052 | ACCTS REC WATER USE | 1,901.46 |
| 130 2075 | AFLAC | 85.80 |
| 130 2088 | SURVIVOR BENEFITS - PERS | 12.37 |
| 130 2090 | PERS PAYABLE | 2,994.28 |
| 130 2091 | FIT PAYABLE | 2,534.33 |
| 130 2092 | CIT PAYABLE | 1,011.15 |
| 130 2093 | SOCIAL SECURITY PAYABLE | 15.50 |
| 130 2094 | MEDICARE PAYABLE | 590.78 |
| 130 2095 | S D I PAYABLE | 366.69 |
| 130 2099 | DEFERRED COMP - PLAN 457 PAYAB | 1,400.00 |
| 130 5-00-5024 | WORKERS' COMP INSURANCE | 17,634.45 |
| 130 5-00-5025 | RETIREE HEALTH BENEFITS | 1,470.84 |
| 130 5-00-5060 | GASOLINE, OIL & FUEL | 1,357.55 |
| 130 5-00-5061 | VEHICLE MAINT | 105.93 |
| 130 5-00-5074 | INSURANCE | 132,754.48 |
| 130 5-00-5080 | MEMBERSHIP & SUBSCRIPTIONS | 5,134.49 |
| 130 5-00-5092 | POSTAGE & SHIPPING | 369.41 |
| 130 5-00-5121 | LEGAL SERVICES | 3,218.75 |
| 130 5-00-5130 | PRINTING & PUBLICATION | 235.74 |
| 130 5-00-5145 | EQUIPMENT RENTAL | 3,790.85 |
| 130 5-00-5150 | REPAIR & REPLACE | 9,102.44 |
| 130 5-00-5155 | MAINT BLDG & GROUNDS | 4,357.90 |
| 130 5-00-5156 | CUSTODIAL SERVICES | 533.34 |
| 130 5-00-5191 | TELEPHONE | 1,827.95 |
| 130 5-00-5192 | ELECTRICITY | 22,657.20 |
| 130 5-00-5193 | OTHER UTILITIES | 279.46 |
| 130 5-00-5194 | IT SERVICES | 5,243.13 |

VENDOR SET: 01 Hidden Valley Lake

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 218 CIEDB REDEMPTION FUN

SORTED BY FUND

G/L EXPENSE DISTRIBUTION

| ACCOUNT NUMBER | ACCOUNT NAME | AMOUNT |
|----------------|-----------------------------|------------|
| 130 5-00-5195 | ENV/MONITORING | 450.00 |
| 130 5-00-5315 | SAFETY EQUIPMENT | 1,485.00 |
| 130 5-10-5010 | SALARIES & WAGES | 291.15 |
| 130 5-10-5020 | EMPLOYEE BENEFITS | 5,854.28 |
| 130 5-10-5021 | RETIREMENT BENEFITS | 2,090.62 |
| 130 5-10-5090 | OFFICE SUPPLIES | 57.51CR |
| 130 5-10-5170 | TRAVEL MILEAGE | 62.23 |
| 130 5-10-5175 | EDUCATION / SEMINARS | 316.36 |
| 130 5-10-5179 | ADM MISC EXPENSES | 152.11 |
| 130 5-30-5010 | SALARIES & WAGES | 295.91 |
| 130 5-30-5020 | EMPLOYEE BENEFITS | 9,132.80 |
| 130 5-30-5021 | RETIREMENT BENEFITS | 1,662.70 |
| 130 5-30-5022 | CLOTHING ALLOWANCE | 182.71 |
| 130 5-30-5090 | OFFICE SUPPLIES | 101.03 |
| 130 5-30-5170 | TRAVEL MILEAGE | 978.40 |
| 130 5-30-5175 | EDUCATION / SEMINARS | 469.35 |
| 130 5-40-5010 | DIRECTORS COMPENSATION | 19.10 |
| 130 5-40-5020 | DIRECTOR BENEFITS | 5.75 |
| 130 5-40-5030 | DIRECTOR HEALTH BENEFITS | 3,255.31 |
| 130 5-70-7204 | RELIABLE WATER SUPPLY | 69,305.20 |
| | ** FUND TOTAL ** | 317,038.77 |
| 140 5-00-5192 | ELECTRICITY | 72.72 |
| | ** FUND TOTAL ** | 72.72 |
| 215 5-00-5123 | OTHER PROFESSIONAL SERVICES | 1,903.42 |
| | ** FUND TOTAL ** | 1,903.42 |
| 218 5-00-5522 | INTEREST ON LONG-TERM DEBT | 21,985.09 |
| | ** FUND TOTAL ** | 21,985.09 |
| ----- | | |
| | ** TOTAL ** | 573,605.88 |

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 Hidden Valley Lake
VENDOR: ALL
BANK: ALL
VENDOR CLASS(ES): ALL CLASSES

TRANSACTION SELECTION

REPORTING: PAID ITEMS ,G/L DIST

| | =====PAYMENT DATES===== | =====ITEM DATES===== | =====POSTING DATES===== |
|------------------|----------------------------|---------------------------|---------------------------|
| PAID ITEMS DATES | : 7/01/2023 THRU 7/31/2023 | 0/00/0000 THRU 99/99/9999 | 0/00/0000 THRU 99/99/9999 |

PRINT OPTIONS

REPORT SEQUENCE: FUND
G/L EXPENSE DISTRIBUTION: YES
CHECK RANGE: 000000 THRU 999999

120-SEWER ENTERPRISE FUND
 FINANCIAL SUMMARY

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|---------------------|-------------------|------------------------|---------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | |
| ALL REVENUE | <u>2,381,939.00</u> | <u>197,252.23</u> | <u>197,252.23</u> | <u>2,184,686.77</u> | <u>8.28</u> |
| TOTAL REVENUES | <u>2,381,939.00</u> | <u>197,252.23</u> | <u>197,252.23</u> | <u>2,184,686.77</u> | <u>8.28</u> |
| <u>EXPENDITURE SUMMARY</u> | | | | | |
| NON-DEPARTMENTAL | 1,146,098.00 | 178,139.96 | 178,139.96 | 967,958.04 | 15.54 |
| ADMINISTRATION | 456,334.00 | 59,388.81 | 59,388.81 | 396,945.19 | 13.01 |
| FIELD | 488,235.00 | 66,661.56 | 66,661.56 | 421,573.44 | 13.65 |
| DIRECTORS | 52,772.00 | 3,380.22 | 3,380.22 | 49,391.78 | 6.41 |
| CAPITAL PROJECTS & EQUIP | <u>238,500.00</u> | <u>0.00</u> | <u>0.00</u> | <u>238,500.00</u> | <u>0.00</u> |
| TOTAL EXPENDITURES | <u>2,381,939.00</u> | <u>307,570.55</u> | <u>307,570.55</u> | <u>2,074,368.45</u> | <u>12.91</u> |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | (110,318.32) | (110,318.32) | 110,318.32 | 0.00 |

120-SEWER ENTERPRISE FUND
 REVENUES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|---|---------------------|-------------------|------------------------|---------------------|----------------|
| 120-4020 INSPECTION FEES | 1,000.00 | 100.00 | 100.00 | 900.00 | 10.00 |
| 120-4036 DEVELOPER FEES SEWER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-4040 LIEN RECORDING FEES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-4045 AVAILABILITY FEES | 7,181.00 | 0.00 | 0.00 | 7,181.00 | 0.00 |
| 120-4050 SALES OF RECLAIMED WATER | 168,451.00 | 26,048.81 | 26,048.81 | 142,402.19 | 15.46 |
| 120-4111 COMM SEWER USE | 85,538.00 | 5,928.15 | 5,928.15 | 79,609.85 | 6.93 |
| 120-4112 GOV'T SEWER USE | 1,200.00 | 109.14 | 109.14 | 1,090.86 | 9.10 |
| 120-4116 SEWER USE CHARGES | 1,913,136.00 | 160,905.34 | 160,905.34 | 1,752,230.66 | 8.41 |
| 120-4210 LATE FEE | 25,000.00 | 3,334.23 | 3,334.23 | 21,665.77 | 13.34 |
| 120-4300 MISC INCOME | 500.00 | 1.76 | 1.76 | 498.24 | 0.35 |
| 120-4310 OTHER INCOME | 2,000.00 | 74.80 | 74.80 | 1,925.20 | 3.74 |
| 120-4320 FEMA/Caloes GRANTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-4325 GRANTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-4505 LEASE INCOME | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-4550 INTEREST INCOME | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| 120-4580 TRANSFERS IN | 176,733.00 | 0.00 | 0.00 | 176,733.00 | 0.00 |
| 120-4591 INCOME APPLICABLE TO PRIOR YRS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-4955 Gain/Loss | 0.00 | 750.00 | 750.00 (| 750.00) | 0.00 |
| TOTAL REVENUES | 2,381,939.00 | 197,252.23 | 197,252.23 | 2,184,686.77 | 8.28 |

120-SEWER ENTERPRISE FUND
 NON-DEPARTMENTAL
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|--|-------------------|-------------------|------------------------|-------------------|----------------|
| 120-5-00-5010 SALARY & WAGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5020 EMPLOYEE BENEFITS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5021 RETIREMENT BENEFITS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5024 WORKERS' COMP INSURANCE | 18,000.00 | 17,634.44 | 17,634.44 | 365.56 | 97.97 |
| 120-5-00-5025 RETIREE HEALTH BENEFITS | 18,533.00 | 735.42 | 735.42 | 17,797.58 | 3.97 |
| 120-5-00-5026 COBRA Health & Dental | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5040 ELECTION EXPENSE | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| 120-5-00-5050 DEPRECIATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5060 GASOLINE, OIL & FUEL | 30,000.00 | 1,357.53 | 1,357.53 | 28,642.47 | 4.53 |
| 120-5-00-5061 VEHICLE MAINT | 26,415.00 | 25.00 | 25.00 | 26,390.00 | 0.09 |
| 120-5-00-5062 TAXES & LIC | 800.00 | 0.00 | 0.00 | 800.00 | 0.00 |
| 120-5-00-5074 INSURANCE | 129,000.00 | 132,574.01 | 132,574.01 | (3,574.01) | 102.77 |
| 120-5-00-5075 BANK FEES | 35,000.00 | 1,753.56 | 1,753.56 | 33,246.44 | 5.01 |
| 120-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS | 12,000.00 | 5,124.50 | 5,124.50 | 6,875.50 | 42.70 |
| 120-5-00-5092 POSTAGE & SHIPPING | 9,000.00 | 131.67 | 131.67 | 8,868.33 | 1.46 |
| 120-5-00-5110 CONTRACTUAL SERVICES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5121 LEGAL SERVICES | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 0.00 |
| 120-5-00-5122 ENGINEERING SERVICES | 75,000.00 | 0.00 | 0.00 | 75,000.00 | 0.00 |
| 120-5-00-5123 OTHER PROFESSIONAL SERVICE | 12,000.00 | 0.00 | 0.00 | 12,000.00 | 0.00 |
| 120-5-00-5125 OPEB | 12,500.00 | 0.00 | 0.00 | 12,500.00 | 0.00 |
| 120-5-00-5126 AUDIT SERVICES | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |
| 120-5-00-5130 PRINTING & PUBLICATION | 8,000.00 | 29.00 | 29.00 | 7,971.00 | 0.36 |
| 120-5-00-5135 NEWSLETTER | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 120-5-00-5140 RENTS & LEASES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5142 AMORTIZATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5145 EQUIPMENT RENTAL | 6,500.00 | 183.96 | 183.96 | 6,316.04 | 2.83 |
| 120-5-00-5148 OPERATING SUPPLIES | 85,000.00 | 3,581.23 | 3,581.23 | 81,418.77 | 4.21 |
| 120-5-00-5150 REPAIR & REPLACE | 180,000.00 | 1,760.62 | 1,760.62 | 178,239.38 | 0.98 |
| 120-5-00-5155 MAINT BLDG & GROUNDS | 12,000.00 | 80.21 | 80.21 | 11,919.79 | 0.67 |
| 120-5-00-5156 CUSTODIAL SERVICES | 17,500.00 | 1,066.66 | 1,066.66 | 16,433.34 | 6.10 |
| 120-5-00-5157 SECURITY | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 120-5-00-5160 SLUDGE DISPOSAL | 42,000.00 | 0.00 | 0.00 | 42,000.00 | 0.00 |
| 120-5-00-5165 TERTIARY POND MAINTENANCE | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 |
| 120-5-00-5180 UNCOLLECTABLE ACCOUNTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5191 TELEPHONE | 18,000.00 | 1,233.75 | 1,233.75 | 16,766.25 | 6.85 |
| 120-5-00-5192 ELECTRICITY | 155,000.00 | 7,237.65 | 7,237.65 | 147,762.35 | 4.67 |
| 120-5-00-5193 OTHER UTILITIES | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 0.00 |
| 120-5-00-5194 IT SERVICES | 35,000.00 | 537.50 | 537.50 | 34,462.50 | 1.54 |
| 120-5-00-5195 ENV/MONITORING | 50,000.00 | 3,093.25 | 3,093.25 | 46,906.75 | 6.19 |
| 120-5-00-5196 RISK MANAGEMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5198 ANNUAL OPERATING FEES | 26,000.00 | 0.00 | 0.00 | 26,000.00 | 0.00 |
| 120-5-00-5310 EQUIPMENT - FIELD | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| 120-5-00-5311 EQUIPMENT - OFFICE | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| 120-5-00-5312 TOOLS - FIELD | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 0.00 |
| 120-5-00-5315 SAFETY EQUIPMENT | 3,500.00 | 0.00 | 0.00 | 3,500.00 | 0.00 |
| 120-5-00-5317 COVID-19 | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |
| 120-5-00-5510 SEWER OUTREACH | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5522 INTEREST ON LONG-TERM DEBT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5545 RECORDING FEES | 250.00 | 0.00 | 0.00 | 250.00 | 0.00 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

120-SEWER ENTERPRISE FUND
 NON-DEPARTMENTAL
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|--|---------------------|-------------------|------------------------|-------------------|----------------|
| 120-5-00-5580 TRANSFERS OUT | 32,200.00 | 0.00 | 0.00 | 32,200.00 | 0.00 |
| 120-5-00-5590 NON-OPERATING OTHER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5591 EXPENSES APPLICABLE TO PRI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5595 BAD DEBT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5600 CONTINGENCY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-00-5700 OVER / SHORT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL NON-DEPARTMENTAL | 1,146,098.00 | 178,139.96 | 178,139.96 | 967,958.04 | 15.54 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

120-SEWER ENTERPRISE FUND
 ADMINISTRATION
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 120-5-10-5010 SALARIES & WAGES | 290,119.00 | 20,509.98 | 20,509.98 | 269,609.02 | 7.07 |
| 120-5-10-5020 EMPLOYEE BENEFITS | 90,670.00 | 5,854.30 | 5,854.30 | 84,815.70 | 6.46 |
| 120-5-10-5021 RETIREMENT BENEFITS | 60,245.00 | 32,833.67 | 32,833.67 | 27,411.33 | 54.50 |
| 120-5-10-5063 CERTIFICATIONS | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 120-5-10-5090 OFFICE SUPPLIES | 4,000.00 | 28.64 | 28.64 | 3,971.36 | 0.72 |
| 120-5-10-5170 TRAVEL MILEAGE | 5,000.00 | 62.22 | 62.22 | 4,937.78 | 1.24 |
| 120-5-10-5175 EDUCATION / SEMINARS | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| 120-5-10-5179 ADM MISC EXPENSES | 800.00 | 100.00 | 100.00 | 700.00 | 12.50 |
| TOTAL ADMINISTRATION | 456,334.00 | 59,388.81 | 59,388.81 | 396,945.19 | 13.01 |

120-SEWER ENTERPRISE FUND
 FIELD
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 120-5-30-5010 SALARIES & WAGES | 282,584.00 | 24,401.38 | 24,401.38 | 258,182.62 | 8.64 |
| 120-5-30-5020 EMPLOYEE BENEFITS | 135,264.00 | 9,028.59 | 9,028.59 | 126,235.41 | 6.67 |
| 120-5-30-5021 RETIREMENT BENEFITS | 56,387.00 | 32,966.09 | 32,966.09 | 23,420.91 | 58.46 |
| 120-5-30-5022 CLOTHING ALLOWANCE | 2,500.00 | 182.70 | 182.70 | 2,317.30 | 7.31 |
| 120-5-30-5063 CERTIFICATIONS | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 0.00 |
| 120-5-30-5090 OFFICE SUPPLIES | 1,000.00 | 62.95 | 62.95 | 937.05 | 6.30 |
| 120-5-30-5170 TRAVEL MILEAGE | 5,000.00 | 19.85 | 19.85 | 4,980.15 | 0.40 |
| 120-5-30-5175 EDUCATION / SEMINARS | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 0.00 |
| TOTAL FIELD | 488,235.00 | 66,661.56 | 66,661.56 | 421,573.44 | 13.65 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

120-SEWER ENTERPRISE FUND
 DIRECTORS
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|--|-------------------|-------------------|------------------------|-------------------|----------------|
| 120-5-40-5010 DIRECTORS COMPENSATION | 3,000.00 | 269.15 | 269.15 | 2,730.85 | 8.97 |
| 120-5-40-5020 DIRECTOR BENEFITS | 230.00 | 5.75 | 5.75 | 224.25 | 2.50 |
| 120-5-40-5030 DIRECTOR HEALTH BENEFITS | 44,242.00 | 3,105.32 | 3,105.32 | 41,136.68 | 7.02 |
| 120-5-40-5170 TRAVEL MILEAGE | 200.00 | 0.00 | 0.00 | 200.00 | 0.00 |
| 120-5-40-5175 EDUCATION / SEMINARS | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 0.00 |
| 120-5-40-5176 DIRECTOR TRAINING | 3,600.00 | 0.00 | 0.00 | 3,600.00 | 0.00 |
| TOTAL DIRECTORS | 52,772.00 | 3,380.22 | 3,380.22 | 49,391.78 | 6.41 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

120-SEWER ENTERPRISE FUND
 CAPITAL PROJECTS & EQUIP
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|---|---------------------|----------------------|------------------------|---------------------|----------------|
| 120-5-70-7201 REGULATORY COMPLIANCE | 25,000.00 | 0.00 | 0.00 | 25,000.00 | 0.00 |
| 120-5-70-7202 DISASTER MITIGATION | 183,500.00 | 0.00 | 0.00 | 183,500.00 | 0.00 |
| 120-5-70-7203 DISASTER RECOVERY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 120-5-70-7205 RISK MANAGEMENT | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 0.00 |
| 120-5-70-7206 RECORDS RETENTION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL CAPITAL PROJECTS & EQUIP | 238,500.00 | 0.00 | 0.00 | 238,500.00 | 0.00 |
| TOTAL EXPENDITURES | 2,381,939.00 | 307,570.55 | 307,570.55 | 2,074,368.45 | 12.91 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | (110,318.32) | (110,318.32) | 110,318.32 | 0.00 |

*** END OF REPORT ***

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

130-WATER ENTERPRISE FUND
 FINANCIAL SUMMARY

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|---------------------|-------------------|------------------------|---------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | |
| ALL REVENUE | <u>7,094,235.00</u> | <u>321,908.75</u> | <u>321,908.75</u> | <u>6,772,326.25</u> | <u>4.54</u> |
| TOTAL REVENUES | <u>7,094,235.00</u> | <u>321,908.75</u> | <u>321,908.75</u> | <u>6,772,326.25</u> | <u>4.54</u> |
| <u>EXPENDITURE SUMMARY</u> | | | | | |
| NON-DEPARTMENTAL | 2,112,556.00 | 189,575.43 | 189,575.43 | 1,922,980.57 | 8.97 |
| ADMINISTRATION | 455,534.00 | 59,388.78 | 59,388.78 | 396,145.22 | 13.04 |
| FIELD | 487,535.00 | 62,541.26 | 62,541.26 | 424,993.74 | 12.83 |
| DIRECTORS | 54,172.00 | 3,380.16 | 3,380.16 | 50,791.84 | 6.24 |
| CAPITAL PROJECTS & EQUIP | <u>6,241,012.00</u> | <u>0.00</u> | <u>0.00</u> | <u>6,241,012.00</u> | <u>0.00</u> |
| TOTAL EXPENDITURES | <u>9,350,809.00</u> | <u>314,885.63</u> | <u>314,885.63</u> | <u>9,035,923.37</u> | <u>3.37</u> |
| REVENUES OVER/(UNDER) EXPENDITURES | (2,256,574.00) | 7,023.12 | 7,023.12 | (2,263,597.12) | 0.31- |

130-WATER ENTERPRISE FUND
 REVENUES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|---|---------------------|-------------------|------------------------|---------------------|----------------|
| 130-4035 RECONNECT FEE | 12,000.00 | 1,215.00 | 1,215.00 | 10,785.00 | 10.13 |
| 130-4036 DEVELOPER FEES WATER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-4038 COMM WATER METER INSTALL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-4039 WATER CONNECTION FEE | 1,645.00 | 459.00 | 459.00 | 1,186.00 | 27.90 |
| 130-4040 LIEN RECORDING FEES | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| 130-4045 AVAILABILITY FEES | 28,000.00 | 0.00 | 0.00 | 28,000.00 | 0.00 |
| 130-4110 COMM WATER USE | 142,776.00 | 13,925.74 | 13,925.74 | 128,850.26 | 9.75 |
| 130-4111 BULK WATER SALES | 32,000.00 | 15,019.64 | 15,019.64 | 16,980.36 | 46.94 |
| 130-4112 GOV'T WATER USE | 6,500.00 | 673.01 | 673.01 | 5,826.99 | 10.35 |
| 130-4115 WATER USE | 2,865,024.00 | 284,096.04 | 284,096.04 | 2,580,927.96 | 9.92 |
| 130-4210 LATE FEE | 57,000.00 | 5,669.22 | 5,669.22 | 51,330.78 | 9.95 |
| 130-4215 RETURNED CHECK FEE | 1,000.00 | 100.00 | 100.00 | 900.00 | 10.00 |
| 130-4300 MISC INCOME | 1,500.00 | 1.10 | 1.10 | 1,498.90 | 0.07 |
| 130-4310 OTHER INCOME | 100.00 | 0.00 | 0.00 | 100.00 | 0.00 |
| 130-4320 FEMA/CalOES GRANTS | 2,689,985.00 | 0.00 | 0.00 | 2,689,985.00 | 0.00 |
| 130-4325 GRANTS | 413,689.00 | 0.00 | 0.00 | 413,689.00 | 0.00 |
| 130-4330 HYDRANT METER USE DEPOSIT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-4505 LEASE INCOME | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-4550 INTEREST INCOME | 1,816.00 | 0.00 | 0.00 | 1,816.00 | 0.00 |
| 130-4580 TRANSFER IN | 840,000.00 | 0.00 | 0.00 | 840,000.00 | 0.00 |
| 130-4591 INCOME APPLICABLE TO PRIOR YRS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-4955 Gain/Loss | 0.00 | 750.00 | 750.00 (| 750.00) | 0.00 |
| TOTAL REVENUES | 7,094,235.00 | 321,908.75 | 321,908.75 | 6,772,326.25 | 4.54 |

130-WATER ENTERPRISE FUND
 NON-DEPARTMENTAL
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|--|-------------------|-------------------|------------------------|-------------------|----------------|
| 130-5-00-5010 SALARY & WAGES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5020 EMPLOYEE BENEFITS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5021 RETIREMENT BENEFITS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5024 WORKERS' COMP INSURANCE | 18,000.00 | 17,634.45 | 17,634.45 | 365.55 | 97.97 |
| 130-5-00-5025 RETIREE HEALTH BENEFITS | 18,533.00 | 735.41 | 735.41 | 17,797.59 | 3.97 |
| 130-5-00-5026 COBRA Health & Dental | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5040 ELECTION EXPENSE | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| 130-5-00-5050 DEPRECIATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5060 GASOLINE, OIL & FUEL | 30,000.00 | 1,357.55 | 1,357.55 | 28,642.45 | 4.53 |
| 130-5-00-5061 VEHICLE MAINT | 25,000.00 | 25.00 | 25.00 | 24,975.00 | 0.10 |
| 130-5-00-5062 TAXES & LIC | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| 130-5-00-5074 INSURANCE | 129,000.00 | 132,574.00 | 132,574.00 (| 3,574.00) | 102.77 |
| 130-5-00-5075 BANK FEES | 35,000.00 | 1,753.56 | 1,753.56 | 33,246.44 | 5.01 |
| 130-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS | 32,000.00 | 5,124.50 | 5,124.50 | 26,875.50 | 16.01 |
| 130-5-00-5092 POSTAGE & SHIPPING | 8,500.00 | 131.67 | 131.67 | 8,368.33 | 1.55 |
| 130-5-00-5110 CONTRACTUAL SERVICES | 60,000.00 | 0.00 | 0.00 | 60,000.00 | 0.00 |
| 130-5-00-5121 LEGAL SERVICES | 30,000.00 | 0.00 | 0.00 | 30,000.00 | 0.00 |
| 130-5-00-5122 ENGINEERING SERVICES | 100,000.00 | 0.00 | 0.00 | 100,000.00 | 0.00 |
| 130-5-00-5123 OTHER PROFESSIONAL SERVICE | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 0.00 |
| 130-5-00-5124 WATER RIGHTS | 15,000.00 | 0.00 | 0.00 | 15,000.00 | 0.00 |
| 130-5-00-5125 OPEB | 12,500.00 | 0.00 | 0.00 | 12,500.00 | 0.00 |
| 130-5-00-5126 AUDIT SERVICES | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |
| 130-5-00-5130 PRINTING & PUBLICATION | 7,500.00 | 29.00 | 29.00 | 7,471.00 | 0.39 |
| 130-5-00-5135 NEWSLETTER | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| 130-5-00-5140 RENT & LEASES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5142 AMORTIZATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5145 EQUIPMENT RENTAL | 35,000.00 | 3,694.75 | 3,694.75 | 31,305.25 | 10.56 |
| 130-5-00-5148 OPERATING SUPPLIES | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |
| 130-5-00-5150 REPAIR & REPLACE | 140,000.00 | 1,323.53 | 1,323.53 | 138,676.47 | 0.95 |
| 130-5-00-5155 MAINT BLDG & GROUNDS | 15,000.00 | 80.20 | 80.20 | 14,919.80 | 0.53 |
| 130-5-00-5156 CUSTODIAL SERVICES | 5,000.00 | 533.34 | 533.34 | 4,466.66 | 10.67 |
| 130-5-00-5157 SECURITY | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| 130-5-00-5180 UNCOLLECTABLE ACCOUNTS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5191 TELEPHONE | 17,000.00 | 1,233.77 | 1,233.77 | 15,766.23 | 7.26 |
| 130-5-00-5192 ELECTRICITY | 220,000.00 | 22,657.20 | 22,657.20 | 197,342.80 | 10.30 |
| 130-5-00-5193 OTHER UTILITIES | 3,600.00 | 0.00 | 0.00 | 3,600.00 | 0.00 |
| 130-5-00-5194 IT SERVICES | 62,000.00 | 537.50 | 537.50 | 61,462.50 | 0.87 |
| 130-5-00-5195 ENV/MONITORING | 20,000.00 | 150.00 | 150.00 | 19,850.00 | 0.75 |
| 130-5-00-5196 RISK MANAGEMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5198 ANNUAL OPERATING FEES | 40,000.00 | 0.00 | 0.00 | 40,000.00 | 0.00 |
| 130-5-00-5310 EQUIPMENT - FIELD | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 130-5-00-5311 EQUIPMENT - OFFICE | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 130-5-00-5312 TOOLS - FIELD | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 130-5-00-5315 SAFETY EQUIPMENT | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| 130-5-00-5317 COVID-19 | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |
| 130-5-00-5505 WATER CONSERVATION | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| 130-5-00-5520 HYDRANT DEPOSIT REFUND | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5522 INTEREST ON LONG-TERM DEBT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5545 RECORDING FEES | 250.00 | 0.00 | 0.00 | 250.00 | 0.00 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

130-WATER ENTERPRISE FUND
 NON-DEPARTMENTAL
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|--|---------------------|-------------------|------------------------|---------------------|----------------|
| 130-5-00-5580 TRANSFERS OUT | 972,273.00 | 0.00 | 0.00 | 972,273.00 | 0.00 |
| 130-5-00-5590 NON-OPERATING OTHER | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5591 EXPENSES APPLICABLE TO PRI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5595 BAD DEBT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-00-5600 CONTINGENCY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL NON-DEPARTMENTAL | 2,112,556.00 | 189,575.43 | 189,575.43 | 1,922,980.57 | 8.97 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

130-WATER ENTERPRISE FUND
 ADMINISTRATION
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 130-5-10-5010 SALARIES & WAGES | 290,119.00 | 20,510.00 | 20,510.00 | 269,609.00 | 7.07 |
| 130-5-10-5020 EMPLOYEE BENEFITS | 90,670.00 | 5,854.28 | 5,854.28 | 84,815.72 | 6.46 |
| 130-5-10-5021 RETIREMENT BENEFITS | 60,245.00 | 32,833.62 | 32,833.62 | 27,411.38 | 54.50 |
| 130-5-10-5063 CERTIFICATIONS | 200.00 | 0.00 | 0.00 | 200.00 | 0.00 |
| 130-5-10-5090 OFFICE SUPPLIES | 4,000.00 | 28.65 | 28.65 | 3,971.35 | 0.72 |
| 130-5-10-5170 TRAVEL MILEAGE | 5,000.00 | 62.23 | 62.23 | 4,937.77 | 1.24 |
| 130-5-10-5175 EDUCATION / SEMINARS | 4,500.00 | 0.00 | 0.00 | 4,500.00 | 0.00 |
| 130-5-10-5179 ADM MISC EXPENSES | 800.00 | 100.00 | 100.00 | 700.00 | 12.50 |
| 130-5-10-5505 WATER CONSERVATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL ADMINISTRATION | 455,534.00 | 59,388.78 | 59,388.78 | 396,145.22 | 13.04 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

130-WATER ENTERPRISE FUND
 FIELD
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 130-5-30-5010 SALARIES & WAGES | 282,584.00 | 20,841.46 | 20,841.46 | 261,742.54 | 7.38 |
| 130-5-30-5020 EMPLOYEE BENEFITS | 135,264.00 | 9,028.57 | 9,028.57 | 126,235.43 | 6.67 |
| 130-5-30-5021 RETIREMENT BENEFITS | 56,387.00 | 32,405.70 | 32,405.70 | 23,981.30 | 57.47 |
| 130-5-30-5022 CLOTHING ALLOWANCE | 2,500.00 | 182.71 | 182.71 | 2,317.29 | 7.31 |
| 130-5-30-5063 CERTIFICATIONS | 800.00 | 0.00 | 0.00 | 800.00 | 0.00 |
| 130-5-30-5090 OFFICE SUPPLIES | 1,000.00 | 62.97 | 62.97 | 937.03 | 6.30 |
| 130-5-30-5170 TRAVEL MILEAGE | 5,000.00 | 19.85 | 19.85 | 4,980.15 | 0.40 |
| 130-5-30-5175 EDUCATION / SEMINARS | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 0.00 |
| TOTAL FIELD | 487,535.00 | 62,541.26 | 62,541.26 | 424,993.74 | 12.83 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

130-WATER ENTERPRISE FUND
 DIRECTORS
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|---|-------------------|-------------------|------------------------|-------------------|----------------|
| 130-5-40-5010 DIRECTORS COMPENSATION | 3,000.00 | 269.10 | 269.10 | 2,730.90 | 8.97 |
| 130-5-40-5020 DIRECTOR BENEFITIS | 230.00 | 5.75 | 5.75 | 224.25 | 2.50 |
| 130-5-40-5030 DIRECTOR HEALTH BENEFITS | 44,242.00 | 3,105.31 | 3,105.31 | 41,136.69 | 7.02 |
| 130-5-40-5080 MEMBERSHIP & SUBSCRIPTION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-40-5170 TRAVEL MILEAGE | 200.00 | 0.00 | 0.00 | 200.00 | 0.00 |
| 130-5-40-5175 EDUCATION / SEMINARS | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 0.00 |
| 130-5-40-5176 DIRECTOR TRAINING | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| TOTAL DIRECTORS | 54,172.00 | 3,380.16 | 3,380.16 | 50,791.84 | 6.24 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

130-WATER ENTERPRISE FUND
 CAPITAL PROJECTS & EQUIP
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|---|------------------------|-------------------|------------------------|------------------------|----------------|
| 130-5-70-7201 REGULATORY COMPLIANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-70-7202 DISASTER MITIGATION | 23,500.00 | 0.00 | 0.00 | 23,500.00 | 0.00 |
| 130-5-70-7203 DISASTER RECOVERY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-70-7204 RELIABLE WATER SUPPLY | 6,217,512.00 | 0.00 | 0.00 | 6,217,512.00 | 0.00 |
| 130-5-70-7205 RISK MANAGEMENT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 130-5-70-7206 RECORDS RETENTION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL CAPITAL PROJECTS & EQUIP | 6,241,012.00 | 0.00 | 0.00 | 6,241,012.00 | 0.00 |
| TOTAL EXPENDITURES | 9,350,809.00 | 314,885.63 | 314,885.63 | 9,035,923.37 | 3.37 |
| REVENUES OVER/(UNDER) EXPENDITURES | (2,256,574.00) | 7,023.12 | 7,023.12 | (2,263,597.12) | 0.31- |

*** END OF REPORT ***

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2023

215-RECA REDEMPTION 1995-2
FINANCIAL SUMMARY

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | |
| ALL REVENUE | <u>298,981.00</u> | <u>0.00</u> | <u>0.00</u> | <u>298,981.00</u> | <u>0.00</u> |
| TOTAL REVENUES | <u>298,981.00</u> | <u>0.00</u> | <u>0.00</u> | <u>298,981.00</u> | <u>0.00</u> |
| <u>EXPENDITURE SUMMARY</u> | | | | | |
| NON-DEPARTMENTAL | <u>298,981.00</u> | <u>1,903.42</u> | <u>1,903.42</u> | <u>297,077.58</u> | <u>0.64</u> |
| TOTAL EXPENDITURES | <u>298,981.00</u> | <u>1,903.42</u> | <u>1,903.42</u> | <u>297,077.58</u> | <u>0.64</u> |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | (1,903.42) | (1,903.42) | 1,903.42 | 0.00 |

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2023

215-RECA REDEMPTION 1995-2
REVENUES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|---------------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 215-4525 PRO-RATA BOND PAYMENT FEE | 3,200.00 | 0.00 | 0.00 | 3,200.00 | 0.00 |
| 215-4530 TAXES, ASSMT & BOND PROCEEDS | 275,500.00 | 0.00 | 0.00 | 275,500.00 | 0.00 |
| 215-4540 DELINQUENT ASSESSMENTS | 9,000.00 | 0.00 | 0.00 | 9,000.00 | 0.00 |
| 215-4541 DELINQ PENALTY & INTEREST | 7,000.00 | 0.00 | 0.00 | 7,000.00 | 0.00 |
| 215-4542 DELINQ ASSMT MONTHLY PENALTY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 215-4550 INTEREST INCOME | 4,281.00 | 0.00 | 0.00 | 4,281.00 | 0.00 |
| 215-4580 TRANSFERS IN | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | 298,981.00 | 0.00 | 0.00 | 298,981.00 | 0.00 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

215-RECA REDEMPTION 1995-2
 NON-DEPARTMENTAL
 EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|---|-------------------|--------------------|------------------------|-------------------|----------------|
| 215-5-00-5075 BANK FEES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 215-5-00-5123 OTHER PROFESSIONAL SERVICE | 9,640.00 | 1,903.42 | 1,903.42 | 7,736.58 | 19.75 |
| 215-5-00-5125 BOND PREMIUM | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 215-5-00-5522 INTEREST ON LONG-TERM DEBT | 76,341.00 | 0.00 | 0.00 | 76,341.00 | 0.00 |
| 215-5-00-5580 TRANSFER OUT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 215-5-00-5590 COST OF ISSUANCE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 215-5-00-5599 PRINCIPAL PMT | 213,000.00 | 0.00 | 0.00 | 213,000.00 | 0.00 |
| 215-5-00-5600 CONTINGENCY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL NON-DEPARTMENTAL | 298,981.00 | 1,903.42 | 1,903.42 | 297,077.58 | 0.64 |
| TOTAL EXPENDITURES | 298,981.00 | 1,903.42 | 1,903.42 | 297,077.58 | 0.64 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | (1,903.42) | (1,903.42) | 1,903.42 | 0.00 |

*** END OF REPORT ***

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2023

218-CIEDB REDEMPTION FUND
FINANCIAL SUMMARY

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | |
| ALL REVENUE | <u>169,721.00</u> | <u>9,137.00</u> | <u>9,137.00</u> | <u>160,584.00</u> | <u>5.38</u> |
| TOTAL REVENUES | <u>169,721.00</u> | <u>9,137.00</u> | <u>9,137.00</u> | <u>160,584.00</u> | <u>5.38</u> |
| <u>EXPENDITURE SUMMARY</u> | | | | | |
| NON-DEPARTMENTAL | <u>169,721.00</u> | <u>21,985.09</u> | <u>21,985.09</u> | <u>147,735.91</u> | <u>12.95</u> |
| TOTAL EXPENDITURES | <u>169,721.00</u> | <u>21,985.09</u> | <u>21,985.09</u> | <u>147,735.91</u> | <u>12.95</u> |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | (12,848.09) | (12,848.09) | 12,848.09 | 0.00 |

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2023

218-CIEDB REDEMPTION FUND
 REVENUES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|-------------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 218-4030 WATER CAPACITY FEES | 36,548.00 | 9,137.00 | 9,137.00 | 27,411.00 | 25.00 |
| 218-4115 WATER USE CIEDB | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 218-4550 INTEREST INCOME | 900.00 | 0.00 | 0.00 | 900.00 | 0.00 |
| 218-4580 TRANSFERS IN | 132,273.00 | 0.00 | 0.00 | 132,273.00 | 0.00 |
| 218-4596 USER/NEW DEVELOPMT PORTION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL REVENUES | 169,721.00 | 9,137.00 | 9,137.00 | 160,584.00 | 5.38 |

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2023

218-CIEDB REDEMPTION FUND
NON-DEPARTMENTAL
EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|--|-------------------|-------------------|------------------------|-------------------|----------------|
| 218-5-00-5092 POSTAGE & SHIPPING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 218-5-00-5522 INTEREST ON LONG-TERM DEBT | 43,970.00 | 21,985.09 | 21,985.09 | 21,984.91 | 50.00 |
| 218-5-00-5560 BAD DEBT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 218-5-00-5580 TRANSFER OUT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 218-5-00-5595 CIEDB LOAN ANNUAL FEE | 3,791.00 | 0.00 | 0.00 | 3,791.00 | 0.00 |
| 218-5-00-5599 PRINCIPAL PMT | 121,960.00 | 0.00 | 0.00 | 121,960.00 | 0.00 |
| 218-5-00-5600 CONTINGENCY | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL NON-DEPARTMENTAL | 169,721.00 | 21,985.09 | 21,985.09 | 147,735.91 | 12.95 |
| TOTAL EXPENDITURES | 169,721.00 | 21,985.09 | 21,985.09 | 147,735.91 | 12.95 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | (12,848.09) | (12,848.09) | 12,848.09 | 0.00 |

*** END OF REPORT ***

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2023

219-USDA SOLAR LOAN
FINANCIAL SUMMARY

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|-------------------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | |
| ALL REVENUE | <u>32,158.00</u> | <u>0.00</u> | <u>0.00</u> | <u>32,158.00</u> | <u>0.00</u> |
| TOTAL REVENUES | <u>32,158.00</u> | <u>0.00</u> | <u>0.00</u> | <u>32,158.00</u> | <u>0.00</u> |
| <u>EXPENDITURE SUMMARY</u> | | | | | |
| NON-DEPARTMENTAL | <u>32,158.00</u> | <u>0.00</u> | <u>0.00</u> | <u>32,158.00</u> | <u>0.00</u> |
| TOTAL EXPENDITURES | <u>32,158.00</u> | <u>0.00</u> | <u>0.00</u> | <u>32,158.00</u> | <u>0.00</u> |
| REVENUES OVER/ (UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2023

219-USDA SOLAR LOAN
REVENUES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|--------------------------|-------------------|-------------------|------------------------|-------------------|----------------|
| 219-4300 MISC INCOME | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 219-4550 INTEREST INCOME | 25.00 | 0.00 | 0.00 | 25.00 | 0.00 |
| 219-4580 TRANSFERS IN | 32,133.00 | 0.00 | 0.00 | 32,133.00 | 0.00 |
| TOTAL REVENUES | 32,158.00 | 0.00 | 0.00 | 32,158.00 | 0.00 |
| | ===== | ===== | ===== | ===== | ===== |

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2023

219-USDA SOLAR LOAN
NON-DEPARTMENTAL
EXPENDITURES

| | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | BUDGET BALANCE | % OF BUDGET |
|--|-------------------|-------------------|------------------------|-------------------|----------------|
| 219-5-00-5092 POSTAGE & SHIPPING | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 219-5-00-5522 INTEREST ON LONG-TERM DEBT | 13,658.00 | 0.00 | 0.00 | 13,658.00 | 0.00 |
| 219-5-00-5523 INTEREST EXPENSE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 219-5-00-5580 TRANSFER OUT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 219-5-00-5599 PRINCIPAL PMT | 18,500.00 | 0.00 | 0.00 | 18,500.00 | 0.00 |
| TOTAL NON-DEPARTMENTAL | 32,158.00 | 0.00 | 0.00 | 32,158.00 | 0.00 |
| TOTAL EXPENDITURES | 32,158.00 | 0.00 | 0.00 | 32,158.00 | 0.00 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

*** END OF REPORT ***



Hidden Valley Lake Community Services District
Financial Activity, Cash and Investment Summary
As of July 31, 2023
(Rounded and Unaudited)

| | Operating Checking | Money Market | LAIF | Bond Trustee | Total All Cash/Investment Accounts |
|---|---------------------------------------|---------------------------------------|---------------------------------|-------------------------|---|
| | West America Bank 1010 | West America Bank 1130 | State Treasurer 1133 | US Bank 1200 | |
| Financial Activity of Cash/Investment Accounts in General Ledger [1] | | | | | |
| Beginning Balances | \$ 434,457 | \$ 3,051,684 | \$ 640,007 | \$ 148,836 | \$ 4,274,983 |
| Cash Receipts | | | | | |
| Utility Billing Deposits | \$ 497,161 | \$ - | \$ - | \$ - | |
| Electronic Fund Deposits | \$ - | \$ - | \$ - | \$ - | |
| Other Deposits | \$ - | \$ 184 | \$ 5,025 | \$ 554 | |
| Total Cash Receipts | \$ 497,161 | \$ 184 | \$ 5,025 | \$ 149,390 | |
| Cash Disbursements | | | | | |
| Accounts Payable Checks issued | \$ 545,919 | \$ - | \$ - | \$ - | |
| Electronic Fund/Bank Draft Disbursements | \$ 150,896 | \$ - | \$ - | \$ - | |
| Payroll Checks issued - net | \$ 67,076 | \$ - | \$ - | \$ - | |
| Bank Fees | \$ 3,507 | \$ - | \$ - | \$ - | |
| Other Disbursements | \$ - | \$ - | \$ - | \$ - | |
| Total Disbursements | \$ 767,398 | \$ - | \$ - | \$ - | |
| Transfers Between Accounts | | | | | |
| Transfers In | \$ 12,848 | \$ - | \$ - | \$ - | |
| Transfers Out | \$ - | \$ 12,848 | \$ - | \$ - | |
| Total Transfers Between Accounts | \$ 12,848 | \$ 12,848 | \$ - | \$ - | |
| Ending Balances in General Ledger | \$ 164,264 | \$ 3,039,019 | \$ 645,032 | \$ 149,390 | \$ 3,997,705 |
| Financial Institution Ending Balances | \$ 215,014 | \$ 3,039,019 | \$ 645,032 | \$ 149,390 | \$ 4,048,455 |

Ending Balances General Ledger Distribution by District Funds

| | | | | | |
|--|----------------|------------------|----------------|----------------|------------------|
| 100 Operating | - | - | - | - | - |
| 120 Wastewater Operating | 146,649 | 11,426 | 74,508 | - | 232,583 |
| 130 Water Operating | 10,054 | 62,142 | 111,037 | - | 183,234 |
| 140 Flood Enterprise | (73) | - | - | - | (73) |
| 215 2016 Sewer Refinancing Bond | (1,903) | 390,696 | 97,946 | 149,390 | 636,128 |
| 218 2002 CIEDB Loan | - | 64,755 | 17,186 | - | 81,941 |
| 219 2012 USDA Solar COP | - | 8,381 | 907 | - | 9,288 |
| 313 Wastewater Operating Reserve | 9,537 | 154,379 | 60,693 | - | 224,608 |
| 314 Wastewater CIP | - | 485,402 | 98,134 | - | 583,536 |
| 319 2012 USDA Solar COP Reserve | - | 31,374 | - | - | 31,374 |
| 320 Water CIP | - | 1,650,273 | - | - | 1,650,273 |
| 325 Water Operating Reserve | - | 180,192 | - | - | 180,192 |
| 350 2002 CIEDB Loan Reserve | - | - | 184,621 | - | 184,621 |
| Total Ending Balances in General Ledger | 164,264 | 3,039,019 | 645,032 | 149,390 | 3,997,705 |

[1] From General Ledger activity by Financial Institution accounts with District Fund accounts consolidated. Checking and Money Market accounts are with West America Bank, Local Agency Investment Account (LAIF) is held by the State Treasurer on behalf of the District and US Bank is the Bond Trustee for the the 2016 Refunding >>>>>>>. All cash accounts have been reconciled to the ending Financial Institution statements.

[2] See Reconciliation Detail Summary for details

COMPANY: 999 - POOLED CASH FUND
ACCOUNT: 1010 CASH - POOLED
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 7/01/2023 THRU 7/31/2023
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT---- | STATUS | FOLIO | CLEAR DATE |
|-------------|-----------|------------|--------|--------------------------------|----------------|---------|-------|------------|
| BANK DRAFT: | | | | | | | | |
| 1010 | 7/14/2023 | BANK-DRAFT | 000898 | AFLAC | 85.80CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/14/2023 | BANK-DRAFT | 000899 | CALIFORNIA PUBLIC EMPLOYEES RE | 6,976.36CR | CLEARED | A | 7/17/2023 |
| 1010 | 7/14/2023 | BANK-DRAFT | 000900 | NATIONWIDE RETIREMENT SOLUTION | 1,400.00CR | CLEARED | A | 7/14/2023 |
| 1010 | 7/14/2023 | BANK-DRAFT | 000901 | STATE OF CALIFORNIA EDD | 1,296.69CR | CLEARED | A | 7/14/2023 |
| 1010 | 7/14/2023 | BANK-DRAFT | 000902 | US DEPARTMENT OF THE TREASURY | 3,468.00CR | CLEARED | A | 7/14/2023 |
| 1010 | 7/28/2023 | BANK-DRAFT | 000903 | AFLAC | 85.80CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | BANK-DRAFT | 000904 | CALIFORNIA PUBLIC EMPLOYEES RE | 7,392.71CR | CLEARED | A | 7/31/2023 |
| 1010 | 7/28/2023 | BANK-DRAFT | 000905 | NATIONWIDE RETIREMENT SOLUTION | 1,400.00CR | CLEARED | A | 7/28/2023 |
| 1010 | 7/28/2023 | BANK-DRAFT | 000906 | STATE OF CALIFORNIA EDD | 1,542.78CR | CLEARED | A | 7/28/2023 |
| 1010 | 7/28/2023 | BANK-DRAFT | 000907 | US DEPARTMENT OF THE TREASURY | 4,075.44CR | CLEARED | A | 7/28/2023 |

| CHECK: | | | | | | | | |
|--------|-----------|-------|--------|--------------------------------|--------------|---------|---|-----------|
| | | | | | | | | |
| 1010 | 7/07/2023 | CHECK | 001885 | ACWA/JPIA | 1,059.46CR | CLEARED | A | 7/12/2023 |
| 1010 | 7/07/2023 | CHECK | 001886 | ALPHA ANALYTICAL LABORATORIES | 1,430.00CR | CLEARED | A | 7/12/2023 |
| 1010 | 7/07/2023 | CHECK | 001887 | APPLIED TECHNOLOGY SOLUTIONS | 2,150.00CR | CLEARED | A | 7/17/2023 |
| 1010 | 7/07/2023 | CHECK | 001888 | ARMED FORCE PEST CONTROL, INC. | 205.00CR | CLEARED | A | 7/17/2023 |
| 1010 | 7/07/2023 | CHECK | 001889 | BADGER METER | 1,305.63CR | CLEARED | A | 7/17/2023 |
| 1010 | 7/07/2023 | CHECK | 001890 | BODEAN COMPANY | 522.67CR | CLEARED | A | 7/11/2023 |
| 1010 | 7/07/2023 | CHECK | 001891 | DNA RIDGE ROCK | 19.25CR | CLEARED | A | 7/10/2023 |
| 1010 | 7/07/2023 | CHECK | 001892 | MEDIACOM | 497.19CR | CLEARED | A | 7/13/2023 |
| 1010 | 7/07/2023 | CHECK | 001893 | NBS GOVERNMENT FINANCE GROUP | 1,903.42CR | CLEARED | A | 7/11/2023 |
| 1010 | 7/07/2023 | CHECK | 001894 | ODP BUSINESS SOLUTIONS, LLC | 28.93CR | CLEARED | A | 7/17/2023 |
| 1010 | 7/07/2023 | CHECK | 001895 | RGW GROUNDSKEEPING, LLC | 8,089.24CR | CLEARED | A | 7/10/2023 |
| 1010 | 7/07/2023 | CHECK | 001896 | SPECIAL DISTRICT RISK MANAGEME | 300,416.90CR | CLEARED | A | 7/12/2023 |
| 1010 | 7/07/2023 | CHECK | 001897 | STREAMLINE | 249.00CR | CLEARED | A | 7/12/2023 |
| 1010 | 7/07/2023 | CHECK | 001898 | US BANK | 21,985.09CR | CLEARED | A | 7/13/2023 |
| 1010 | 7/07/2023 | CHECK | 001899 | USA BLUE BOOK | 47.14CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/07/2023 | CHECK | 001900 | WATERWORTH | 9,700.00CR | CLEARED | A | 7/18/2023 |
| 1010 | 7/07/2023 | CHECK | 001901 | WELLS FARGO FINANCIAL LEASING | 367.91CR | CLEARED | A | 7/14/2023 |
| 1010 | 7/07/2023 | CHECK | 001902 | JONES, JOHN D | 6.34CR | CLEARED | A | 7/18/2023 |
| 1010 | 7/07/2023 | CHECK | 001903 | OHLSON, GEORGE E | 44.03CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/07/2023 | CHECK | 001904 | STRATTON, JAMES R | 18.98CR | CLEARED | A | 7/20/2023 |
| 1010 | 7/14/2023 | CHECK | 001905 | ADVENTIST HEALTH ST HELENA - J | 31.46CR | CLEARED | A | 7/19/2023 |
| 1010 | 7/14/2023 | CHECK | 001906 | ALPHA ANALYTICAL LABORATORIES | 470.00CR | CLEARED | A | 7/19/2023 |
| 1010 | 7/14/2023 | CHECK | 001907 | AT&T | 1,879.53CR | CLEARED | A | 7/20/2023 |
| 1010 | 7/14/2023 | CHECK | 001908 | DATAPROSE, LLC | 405.74CR | CLEARED | A | 7/21/2023 |
| 1010 | 7/14/2023 | CHECK | 001909 | GHD | 25,128.10CR | CLEARED | A | 7/19/2023 |
| 1010 | 7/14/2023 | CHECK | 001910 | HARDESTER'S MARKETS & HARDWARE | 241.10CR | CLEARED | A | 7/19/2023 |
| 1010 | 7/14/2023 | CHECK | 001911 | GARDENS BY JILLIAN | 200.00CR | CLEARED | A | 7/21/2023 |
| 1010 | 7/14/2023 | CHECK | 001912 | JARROD CUNNINGHAM | 39.70CR | CLEARED | A | 7/20/2023 |
| 1010 | 7/14/2023 | CHECK | 001913 | JESSIKA HARRISON | 92.33CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/14/2023 | CHECK | 001914 | LAKE COUNTY RECORD BEE | 294.50CR | CLEARED | A | 7/31/2023 |
| 1010 | 7/14/2023 | CHECK | 001915 | MENDO MILL CLEARLAKE | 20.64CR | CLEARED | A | 7/19/2023 |
| 1010 | 7/14/2023 | CHECK | 001916 | ODP BUSINESS SOLUTIONS, LLC | 46.48CR | CLEARED | A | 7/19/2023 |

8/02/2023 4:58 PM
 COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 2
 CHECK DATE: 7/01/2023 THRU 7/31/2023
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT---- | STATUS | FOLIO | CLEAR DATE |
|---------|-----------|----------|--------|--------------------------------|----------------|---------|-------|------------|
| CHECK: | | | | | | | | |
| 1010 | 7/14/2023 | CHECK | 001917 | QUACKENBUSH MRRCF | 44.59CR | VOIDED | A | 7/14/2023 |
| 1010 | 7/14/2023 | CHECK | 001918 | R&S TRUCKING | 1,080.00CR | CLEARED | A | 7/19/2023 |
| 1010 | 7/14/2023 | CHECK | 001919 | RAINBOW AGRICULTURAL SERVICES | 933.00CR | CLEARED | A | 7/19/2023 |
| 1010 | 7/14/2023 | CHECK | 001920 | SMALLCOMB, LISA | 19.65CR | CLEARED | A | 7/17/2023 |
| 1010 | 7/14/2023 | CHECK | 001921 | SOUTH LAKE REFUSE & RECYCLING | 558.92CR | CLEARED | A | 7/18/2023 |
| 1010 | 7/14/2023 | CHECK | 001922 | SPECIAL DISTRICT RISK MANAGEME | 38,158.59CR | CLEARED | A | 7/19/2023 |
| 1010 | 7/14/2023 | CHECK | 001923 | TYLER TECHNOLOGY | 5,035.00CR | CLEARED | A | 7/20/2023 |
| 1010 | 7/14/2023 | CHECK | 001924 | U S POSTMASTER | 264.00CR | CLEARED | A | 7/21/2023 |
| 1010 | 7/14/2023 | CHECK | 001925 | FOWLER, EDWARD | 248.02CR | CLEARED | A | 7/24/2023 |
| 1010 | 7/21/2023 | CHECK | 001926 | ADTS, INC | 164.50CR | CLEARED | A | 7/31/2023 |
| 1010 | 7/21/2023 | CHECK | 001927 | ALESHIRE & WYNDER, LLP | 1,725.00CR | CLEARED | A | 7/26/2023 |
| 1010 | 7/21/2023 | CHECK | 001928 | ALPHA ANALYTICAL LABORATORIES | 2,363.75CR | CLEARED | A | 7/26/2023 |
| 1010 | 7/21/2023 | CHECK | 001929 | BARTKIEWICZ, KRONICK & SHANAHA | 1,200.00CR | CLEARED | A | 7/25/2023 |
| 1010 | 7/21/2023 | CHECK | 001930 | BENNETT ENGINEERING SERVICES | 24,575.73CR | CLEARED | A | 7/25/2023 |
| 1010 | 7/21/2023 | CHECK | 001931 | BOLD POLISNER MADDOW NELSON & | 3,737.50CR | CLEARED | A | 7/25/2023 |
| 1010 | 7/21/2023 | CHECK | 001932 | CARDMEMBER SERVICE | 13,843.85CR | CLEARED | A | 7/28/2023 |
| 1010 | 7/21/2023 | CHECK | 001933 | GHD | 18,886.87CR | CLEARED | A | 7/25/2023 |
| 1010 | 7/21/2023 | CHECK | 001934 | MIDDLETOWN COPY & PRINT | 58.00CR | CLEARED | A | 7/25/2023 |
| 1010 | 7/21/2023 | CHECK | 001935 | ODP BUSINESS SOLUTIONS, LLC | 11.62CR | CLEARED | A | 7/31/2023 |
| 1010 | 7/21/2023 | CHECK | 001936 | SPECIAL DISTRICT RISK MANAGEME | 360.96CR | CLEARED | A | 7/26/2023 |
| 1010 | 7/21/2023 | CHECK | 001937 | TYLER TECHNOLOGY | 250.00CR | CLEARED | A | 7/26/2023 |
| 1010 | 7/21/2023 | CHECK | 001938 | UBEO WEST, LLC | 192.20CR | CLEARED | A | 7/26/2023 |
| 1010 | 7/21/2023 | CHECK | 001939 | VERIZON WIRELESS | 938.72CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/21/2023 | CHECK | 001940 | VERIZON WIRELESS | 249.64CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/21/2023 | CHECK | 001941 | EAGLE, DANIEL & TAYL | 364.23CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001942 | ACTION SANITARY, INC. | 825.00CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001943 | ALPHA ANALYTICAL LABORATORIES | 1,069.50CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001944 | AT&T MOBILITY | 90.80CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001945 | B & G TIRES OF MIDDLETOWN | 50.00CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001946 | CRESCO EQUIPMENT RENTALS | 3,510.80CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001947 | DONNA MAHONEY | 72.05CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001948 | GHD | 3,886.00CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001949 | HANNAH DAVIDSON | 306.00CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001950 | JACOB MCCLURE | 273.08CR | CLEARED | A | 7/31/2023 |
| 1010 | 7/28/2023 | CHECK | 001951 | MENDO MILL CLEARLAKE | 852.30CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001952 | PACE SUPPLY CORP | 387.92CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001953 | PACIFIC GAS & ELECTRIC COMPANY | 29,967.57CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001954 | SERVICO BUILDING MAINTENANCE C | 1,600.00CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001955 | SMALLCOMB, LISA | 32.75CR | CLEARED | A | 7/31/2023 |
| 1010 | 7/28/2023 | CHECK | 001956 | THATCHER COMPANY, INC. | 3,019.63CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001957 | UNDERGROUND SERVICE ALERT OF N | 300.00CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001958 | USA BLUE BOOK | 1,580.53CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001959 | WESTGATE PETROLEUM CO., INC. | 2,715.08CR | OUTSTND | A | 0/00/0000 |
| 1010 | 7/28/2023 | CHECK | 001960 | SILVA DERENIA, SARA | 1,219.86CR | CLEARED | A | 7/31/2023 |

DEPOSIT: -----

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 7/01/2023 THRU 7/31/2023
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT---- | STATUS | FOLIO | CLEAR DATE |
|----------|-----------|----------|--------|------------------------------|----------------|---------|-------|------------|
| DEPOSIT: | | | | | | | | |
| 1010 | 7/03/2023 | DEPOSIT | | Payment on Account | 542.30 | CLEARED | R | 7/03/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000001 | CREDIT CARD 7/03/2023 | 3,607.66 | CLEARED | C | 7/05/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000002 | REGULAR DAILY POST 7/03/2023 | 771.16 | CLEARED | C | 7/05/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000003 | CREDIT CARD 7/03/2023 | 13,327.68 | CLEARED | C | 7/06/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000004 | REGULAR DAILY POST 7/03/2023 | 929.37 | CLEARED | C | 7/06/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000005 | CREDIT CARD 7/03/2023 | 3,246.74 | CLEARED | C | 7/06/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000006 | REGULAR DAILY POST 7/03/2023 | 211.69 | CLEARED | C | 7/06/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000007 | CREDIT CARD 7/03/2023 | 592.68 | CLEARED | C | 7/05/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000008 | CREDIT CARD 7/03/2023 | 449.12 | CLEARED | C | 7/06/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000009 | CREDIT CARD 7/03/2023 | 118.58 | CLEARED | C | 7/06/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000010 | CREDIT CARD 7/03/2023 | 120.01 | CLEARED | C | 7/05/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000011 | CREDIT CARD 7/03/2023 | 4,335.44 | CLEARED | C | 7/06/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000012 | CREDIT CARD 7/03/2023 | 1,004.39 | CLEARED | C | 7/06/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000013 | CREDIT CARD 7/03/2023 | 198.66 | CLEARED | C | 7/07/2023 |
| 1010 | 7/03/2023 | DEPOSIT | 000014 | REGULAR DAILY POST 7/03/2023 | 2,294.77 | CLEARED | C | 7/05/2023 |
| 1010 | 7/05/2023 | DEPOSIT | | CREDIT CARD 7/05/2023 | 4,638.88 | CLEARED | C | 7/06/2023 |
| 1010 | 7/05/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/05/2023 | 445.94 | CLEARED | C | 7/06/2023 |
| 1010 | 7/05/2023 | DEPOSIT | 000002 | CREDIT CARD 7/05/2023 | 1,718.19 | CLEARED | C | 7/07/2023 |
| 1010 | 7/05/2023 | DEPOSIT | 000003 | CREDIT CARD 7/05/2023 | 640.41 | CLEARED | C | 7/06/2023 |
| 1010 | 7/05/2023 | DEPOSIT | 000004 | CREDIT CARD 7/05/2023 | 5,659.03 | CLEARED | C | 7/06/2023 |
| 1010 | 7/05/2023 | DEPOSIT | 000005 | CREDIT CARD 7/05/2023 | 488.49 | CLEARED | C | 7/06/2023 |
| 1010 | 7/05/2023 | DEPOSIT | 000006 | CREDIT CARD 7/05/2023 | 738.62 | CLEARED | C | 7/07/2023 |
| 1010 | 7/05/2023 | DEPOSIT | 000007 | CREDIT CARD 7/05/2023 | 588.69 | CLEARED | C | 7/10/2023 |
| 1010 | 7/05/2023 | DEPOSIT | 000008 | REGULAR DAILY POST 7/05/2023 | 300.00 | CLEARED | C | 7/06/2023 |
| 1010 | 7/06/2023 | DEPOSIT | | CREDIT CARD 7/06/2023 | 7,242.75 | CLEARED | C | 7/07/2023 |
| 1010 | 7/06/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/06/2023 | 674.10 | CLEARED | C | 7/07/2023 |
| 1010 | 7/06/2023 | DEPOSIT | 000002 | CREDIT CARD 7/06/2023 | 755.50 | CLEARED | C | 7/07/2023 |
| 1010 | 7/06/2023 | DEPOSIT | 000003 | CREDIT CARD 7/06/2023 | 287.44 | CLEARED | C | 7/07/2023 |
| 1010 | 7/06/2023 | DEPOSIT | 000004 | CREDIT CARD 7/06/2023 | 855.19 | CLEARED | C | 7/11/2023 |
| 1010 | 7/06/2023 | DEPOSIT | 000005 | REGULAR DAILY POST 7/06/2023 | 1,556.67 | CLEARED | C | 7/07/2023 |
| 1010 | 7/07/2023 | DEPOSIT | | CREDIT CARD 7/07/2023 | 1,514.19 | CLEARED | C | 7/10/2023 |
| 1010 | 7/07/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/07/2023 | 285.29 | CLEARED | C | 7/10/2023 |
| 1010 | 7/07/2023 | DEPOSIT | 000002 | CREDIT CARD 7/07/2023 | 1,208.62 | CLEARED | C | 7/10/2023 |
| 1010 | 7/07/2023 | DEPOSIT | 000003 | CREDIT CARD 7/07/2023 | 981.70 | CLEARED | C | 7/12/2023 |
| 1010 | 7/07/2023 | DEPOSIT | 000004 | REGULAR DAILY POST 7/07/2023 | 2,165.75 | CLEARED | C | 7/10/2023 |
| 1010 | 7/10/2023 | DEPOSIT | | CREDIT CARD 7/10/2023 | 2,809.25 | CLEARED | C | 7/11/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/10/2023 | 183.09 | CLEARED | C | 7/11/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000002 | CREDIT CARD 7/10/2023 | 3,198.97 | CLEARED | C | 7/12/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000003 | REGULAR DAILY POST 7/10/2023 | 174.31 | CLEARED | C | 7/12/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000004 | CREDIT CARD 7/10/2023 | 1,003.43 | CLEARED | C | 7/12/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000005 | REGULAR DAILY POST 7/10/2023 | 331.00 | CLEARED | C | 7/12/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000006 | CREDIT CARD 7/10/2023 | 1,764.65 | CLEARED | C | 7/11/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000007 | CREDIT CARD 7/10/2023 | 558.27 | CLEARED | C | 7/12/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000008 | CREDIT CARD 7/10/2023 | 1,309.67 | CLEARED | C | 7/11/2023 |

COMPANY: 999 - POOLED CASH FUND
ACCOUNT: 1010 CASH - POOLED
TYPE: All
STATUS: All
FOLIO: All

CHECK DATE: 7/01/2023 THRU 7/31/2023
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 000000 THRU 999999

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | -----AMOUNT---- | STATUS | FOLIO | CLEAR DATE |
|----------|-----------|----------|--------|------------------------------|-----------------|---------|-------|------------|
| DEPOSIT: | | | | | | | | |
| 1010 | 7/10/2023 | DEPOSIT | 000009 | CREDIT CARD 7/10/2023 | 2,036.11 | CLEARED | C | 7/12/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000010 | CREDIT CARD 7/10/2023 | 117.12 | CLEARED | C | 7/12/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000011 | CREDIT CARD 7/10/2023 | 938.39 | CLEARED | C | 7/13/2023 |
| 1010 | 7/10/2023 | DEPOSIT | 000012 | REGULAR DAILY POST 7/10/2023 | 23,536.19 | CLEARED | C | 7/11/2023 |
| 1010 | 7/11/2023 | DEPOSIT | | CREDIT CARD 7/11/2023 | 8,818.22 | CLEARED | C | 7/12/2023 |
| 1010 | 7/11/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/11/2023 | 3,753.60 | CLEARED | C | 7/12/2023 |
| 1010 | 7/11/2023 | DEPOSIT | 000002 | CREDIT CARD 7/11/2023 | 2,400.53 | CLEARED | C | 7/12/2023 |
| 1010 | 7/11/2023 | DEPOSIT | 000003 | CREDIT CARD 7/11/2023 | 244.26 | CLEARED | C | 7/12/2023 |
| 1010 | 7/11/2023 | DEPOSIT | 000004 | CREDIT CARD 7/11/2023 | 1,444.11 | CLEARED | C | 7/14/2023 |
| 1010 | 7/11/2023 | DEPOSIT | 000005 | REGULAR DAILY POST 7/11/2023 | 8,208.29 | CLEARED | C | 7/12/2023 |
| 1010 | 7/12/2023 | DEPOSIT | | CREDIT CARD 7/12/2023 | 4,266.26 | CLEARED | C | 7/13/2023 |
| 1010 | 7/12/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/12/2023 | 387.00 | CLEARED | C | 7/13/2023 |
| 1010 | 7/12/2023 | DEPOSIT | 000002 | CREDIT CARD 7/12/2023 | 4,364.35 | CLEARED | C | 7/13/2023 |
| 1010 | 7/12/2023 | DEPOSIT | 000003 | CREDIT CARD 7/12/2023 | 339.69 | CLEARED | C | 7/13/2023 |
| 1010 | 7/12/2023 | DEPOSIT | 000004 | CREDIT CARD 7/12/2023 | 1,312.22 | CLEARED | C | 7/17/2023 |
| 1010 | 7/12/2023 | DEPOSIT | 000005 | REGULAR DAILY POST 7/12/2023 | 7,817.53 | CLEARED | C | 7/13/2023 |
| 1010 | 7/12/2023 | DEPOSIT | 000006 | CREDIT CARD 7/12/2023 | 4,406.93 | CLEARED | C | 7/14/2023 |
| 1010 | 7/12/2023 | DEPOSIT | 000007 | CREDIT CARD 7/12/2023 | 1,062.61 | CLEARED | C | 7/14/2023 |
| 1010 | 7/13/2023 | DEPOSIT | | CREDIT CARD 7/13/2023 | 348.66 | CLEARED | C | 7/14/2023 |
| 1010 | 7/13/2023 | DEPOSIT | 000001 | CREDIT CARD 7/13/2023 | 150.51 | CLEARED | C | 7/14/2023 |
| 1010 | 7/13/2023 | DEPOSIT | 000002 | CREDIT CARD 7/13/2023 | 429.12 | CLEARED | C | 7/18/2023 |
| 1010 | 7/13/2023 | DEPOSIT | 000003 | REGULAR DAILY POST 7/13/2023 | 5,860.97 | CLEARED | C | 7/14/2023 |
| 1010 | 7/14/2023 | DEPOSIT | | CREDIT CARD 7/14/2023 | 3,701.62 | CLEARED | C | 7/17/2023 |
| 1010 | 7/14/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/14/2023 | 1,342.34 | CLEARED | C | 7/17/2023 |
| 1010 | 7/14/2023 | DEPOSIT | 000002 | CREDIT CARD 7/14/2023 | 2,492.11 | CLEARED | C | 7/17/2023 |
| 1010 | 7/14/2023 | DEPOSIT | 000003 | CREDIT CARD 7/14/2023 | 350.35 | CLEARED | C | 7/17/2023 |
| 1010 | 7/14/2023 | DEPOSIT | 000004 | CREDIT CARD 7/14/2023 | 1,358.03 | CLEARED | C | 7/19/2023 |
| 1010 | 7/14/2023 | DEPOSIT | 000005 | REGULAR DAILY POST 7/14/2023 | 8,807.54 | CLEARED | C | 7/17/2023 |
| 1010 | 7/14/2023 | DEPOSIT | 000006 | DRAFT POSTING | 22,496.52 | CLEARED | U | 7/17/2023 |
| 1010 | 7/17/2023 | DEPOSIT | | CREDIT CARD 7/17/2023 | 6,096.02 | CLEARED | C | 7/18/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/17/2023 | 1,139.16 | CLEARED | C | 7/18/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000002 | CREDIT CARD 7/17/2023 | 33,298.75 | CLEARED | C | 7/19/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000003 | REGULAR DAILY POST 7/17/2023 | 2,847.70 | CLEARED | C | 7/19/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000004 | CREDIT CARD 7/17/2023 | 4,364.82 | CLEARED | C | 7/19/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000005 | REGULAR DAILY POST 7/17/2023 | 179.18 | CLEARED | C | 7/19/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000006 | CREDIT CARD 7/17/2023 | 2,781.80 | CLEARED | C | 7/18/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000007 | CREDIT CARD 7/17/2023 | 99.76 | CLEARED | C | 7/19/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000008 | CREDIT CARD 7/17/2023 | 234.78 | CLEARED | C | 7/19/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000009 | CREDIT CARD 7/17/2023 | 830.43 | CLEARED | C | 7/18/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000010 | CREDIT CARD 7/17/2023 | 1,167.34 | CLEARED | C | 7/19/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000011 | CREDIT CARD 7/17/2023 | 1,406.47 | CLEARED | C | 7/19/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000012 | CREDIT CARD 7/17/2023 | 2,265.44 | CLEARED | C | 7/20/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000013 | REGULAR DAILY POST 7/17/2023 | 66,546.22 | CLEARED | C | 7/18/2023 |
| 1010 | 7/17/2023 | DEPOSIT | 000014 | DAILY PAYMENT POSTING - ADJ | 188.00CR | CLEARED | U | 7/17/2023 |

8/02/2023 4:58 PM
 COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 5
 CHECK DATE: 7/01/2023 THRU 7/31/2023
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT---- | STATUS | FOLIO | CLEAR DATE |
|----------|-----------|----------|--------|------------------------------|----------------|---------|-------|------------|
| DEPOSIT: | | | | | | | | |
| 1010 | 7/18/2023 | DEPOSIT | | CREDIT CARD 7/18/2023 | 5,694.92 | CLEARED | C | 7/19/2023 |
| 1010 | 7/18/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/18/2023 | 778.30 | CLEARED | C | 7/19/2023 |
| 1010 | 7/18/2023 | DEPOSIT | 000002 | CREDIT CARD 7/18/2023 | 1,599.49 | CLEARED | C | 7/19/2023 |
| 1010 | 7/18/2023 | DEPOSIT | 000003 | CREDIT CARD 7/18/2023 | 692.26 | CLEARED | C | 7/19/2023 |
| 1010 | 7/18/2023 | DEPOSIT | 000004 | CREDIT CARD 7/18/2023 | 1,517.72 | CLEARED | C | 7/21/2023 |
| 1010 | 7/18/2023 | DEPOSIT | 000005 | REGULAR DAILY POST 7/18/2023 | 10,866.21 | CLEARED | C | 7/19/2023 |
| 1010 | 7/18/2023 | DEPOSIT | 000006 | DAILY PAYMENT POSTING - ADJ | 155.54CR | CLEARED | U | 7/18/2023 |
| 1010 | 7/19/2023 | DEPOSIT | | CREDIT CARD 7/19/2023 | 10,610.68 | CLEARED | C | 7/20/2023 |
| 1010 | 7/19/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/19/2023 | 1,329.42 | CLEARED | C | 7/20/2023 |
| 1010 | 7/19/2023 | DEPOSIT | 000002 | CREDIT CARD 7/19/2023 | 1,728.15 | CLEARED | C | 7/20/2023 |
| 1010 | 7/19/2023 | DEPOSIT | 000003 | CREDIT CARD 7/19/2023 | 664.39 | CLEARED | C | 7/20/2023 |
| 1010 | 7/19/2023 | DEPOSIT | 000004 | CREDIT CARD 7/19/2023 | 2,881.40 | CLEARED | C | 7/24/2023 |
| 1010 | 7/19/2023 | DEPOSIT | 000005 | REGULAR DAILY POST 7/19/2023 | 12,929.28 | CLEARED | C | 7/20/2023 |
| 1010 | 7/19/2023 | DEPOSIT | 071923 | TRANSFER 218 MM TO CHKG | 12,848.09 | CLEARED | G | 7/19/2023 |
| 1010 | 7/20/2023 | DEPOSIT | | CREDIT CARD 7/20/2023 | 8,998.30 | CLEARED | C | 7/21/2023 |
| 1010 | 7/20/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/20/2023 | 1,428.65 | CLEARED | C | 7/21/2023 |
| 1010 | 7/20/2023 | DEPOSIT | 000002 | CREDIT CARD 7/20/2023 | 3,365.15 | CLEARED | C | 7/21/2023 |
| 1010 | 7/20/2023 | DEPOSIT | 000003 | CREDIT CARD 7/20/2023 | 815.43 | CLEARED | C | 7/21/2023 |
| 1010 | 7/20/2023 | DEPOSIT | 000004 | CREDIT CARD 7/20/2023 | 4,808.72 | CLEARED | C | 7/25/2023 |
| 1010 | 7/20/2023 | DEPOSIT | 000005 | REGULAR DAILY POST 7/20/2023 | 13,156.28 | CLEARED | C | 7/21/2023 |
| 1010 | 7/21/2023 | DEPOSIT | | CREDIT CARD 7/21/2023 | 19,181.34 | CLEARED | C | 7/24/2023 |
| 1010 | 7/21/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/21/2023 | 2,152.27 | CLEARED | C | 7/24/2023 |
| 1010 | 7/21/2023 | DEPOSIT | 000002 | CREDIT CARD 7/21/2023 | 7,495.53 | CLEARED | C | 7/24/2023 |
| 1010 | 7/21/2023 | DEPOSIT | 000003 | CREDIT CARD 7/21/2023 | 2,552.88 | CLEARED | C | 7/24/2023 |
| 1010 | 7/21/2023 | DEPOSIT | 000004 | CREDIT CARD 7/21/2023 | 3,023.07 | CLEARED | C | 7/26/2023 |
| 1010 | 7/21/2023 | DEPOSIT | 000005 | REGULAR DAILY POST 7/21/2023 | 6,430.72 | CLEARED | C | 7/24/2023 |
| 1010 | 7/21/2023 | DEPOSIT | 000006 | DAILY PAYMENT POSTING - ADJ | 325.00CR | CLEARED | U | 7/21/2023 |
| 1010 | 7/24/2023 | DEPOSIT | | CREDIT CARD 7/24/2023 | 3,079.11 | CLEARED | C | 7/25/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/24/2023 | 278.08 | CLEARED | C | 7/25/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000002 | CREDIT CARD 7/24/2023 | 2,517.18 | CLEARED | C | 7/26/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000003 | CREDIT CARD 7/24/2023 | 496.16 | CLEARED | C | 7/26/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000004 | REGULAR DAILY POST 7/24/2023 | 403.69 | CLEARED | C | 7/26/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000005 | CREDIT CARD 7/24/2023 | 2,176.31 | CLEARED | C | 7/25/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000006 | CREDIT CARD 7/24/2023 | 438.34 | CLEARED | C | 7/26/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000007 | CREDIT CARD 7/24/2023 | 525.88 | CLEARED | C | 7/25/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000008 | CREDIT CARD 7/24/2023 | 611.59 | CLEARED | C | 7/26/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000009 | CREDIT CARD 7/24/2023 | 309.41 | CLEARED | C | 7/26/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000010 | CREDIT CARD 7/24/2023 | 1,074.73 | CLEARED | C | 7/27/2023 |
| 1010 | 7/24/2023 | DEPOSIT | 000011 | REGULAR DAILY POST 7/24/2023 | 4,822.40 | CLEARED | C | 7/25/2023 |
| 1010 | 7/25/2023 | DEPOSIT | | CREDIT CARD 7/25/2023 | 975.03 | CLEARED | C | 7/26/2023 |
| 1010 | 7/25/2023 | DEPOSIT | 000001 | CREDIT CARD 7/25/2023 | 178.05 | CLEARED | C | 7/26/2023 |
| 1010 | 7/25/2023 | DEPOSIT | 000002 | CREDIT CARD 7/25/2023 | 315.27 | CLEARED | C | 7/28/2023 |
| 1010 | 7/25/2023 | DEPOSIT | 000003 | REGULAR DAILY POST 7/25/2023 | 2,127.90 | CLEARED | C | 7/26/2023 |
| 1010 | 7/26/2023 | DEPOSIT | | CREDIT CARD 7/26/2023 | 214.34 | CLEARED | C | 7/27/2023 |

8/02/2023 4:58 PM
 COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK RECONCILIATION REGISTER

CHECK DATE: 7/01/2023 THRU 7/31/2023
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT---- | STATUS | FOLIO | CLEAR DATE |
|--------------------------------|-----------|----------|--------|------------------------------|----------------|--------------|-------|------------|
| DEPOSIT: | | | | | | | | |
| 1010 | 7/26/2023 | DEPOSIT | 000001 | CREDIT CARD 7/26/2023 | 434.29 | CLEARED | C | 7/27/2023 |
| 1010 | 7/26/2023 | DEPOSIT | 000002 | CREDIT CARD 7/26/2023 | 897.38 | CLEARED | C | 7/31/2023 |
| 1010 | 7/26/2023 | DEPOSIT | 000003 | REGULAR DAILY POST 7/26/2023 | 1,595.67 | CLEARED | C | 7/27/2023 |
| 1010 | 7/27/2023 | DEPOSIT | | CREDIT CARD 7/27/2023 | 1,483.25 | CLEARED | C | 7/28/2023 |
| 1010 | 7/27/2023 | DEPOSIT | 000001 | CREDIT CARD 7/27/2023 | 761.92 | CLEARED | C | 7/28/2023 |
| 1010 | 7/27/2023 | DEPOSIT | 000002 | REGULAR DAILY POST 7/27/2023 | 867.53 | CLEARED | C | 7/28/2023 |
| 1010 | 7/27/2023 | DEPOSIT | 000003 | DAILY PAYMENT POSTING - ADJ | 293.29CR | CLEARED | U | 7/27/2023 |
| 1010 | 7/28/2023 | DEPOSIT | | CREDIT CARD 7/28/2023 | 1,097.84 | CLEARED | C | 7/31/2023 |
| 1010 | 7/28/2023 | DEPOSIT | 000001 | CREDIT CARD 7/28/2023 | 1,258.01 | CLEARED | C | 7/31/2023 |
| 1010 | 7/28/2023 | DEPOSIT | 000002 | CREDIT CARD 7/28/2023 | 336.16 | CLEARED | C | 7/31/2023 |
| 1010 | 7/28/2023 | DEPOSIT | 000003 | CREDIT CARD 7/28/2023 | 432.50 | OUTSTND | C | 0/00/0000 |
| 1010 | 7/28/2023 | DEPOSIT | 000004 | REGULAR DAILY POST 7/28/2023 | 1,866.74 | CLEARED | C | 7/31/2023 |
| 1010 | 7/31/2023 | DEPOSIT | | CREDIT CARD 7/31/2023 | 1,484.81 | OUTSTND | C | 0/00/0000 |
| 1010 | 7/31/2023 | DEPOSIT | 000001 | REGULAR DAILY POST 7/31/2023 | 200.00 | OUTSTND | C | 0/00/0000 |
| 1010 | 7/31/2023 | DEPOSIT | 000002 | CREDIT CARD 7/31/2023 | 774.89 | OUTSTND | C | 0/00/0000 |
| 1010 | 7/31/2023 | DEPOSIT | 000003 | CREDIT CARD 7/31/2023 | 280.00 | OUTSTND | C | 0/00/0000 |
| 1010 | 7/31/2023 | DEPOSIT | 000004 | CREDIT CARD 7/31/2023 | 320.53 | OUTSTND | C | 0/00/0000 |
| 1010 | 7/31/2023 | DEPOSIT | 000005 | CREDIT CARD 7/31/2023 | 163.75 | OUTSTND | C | 0/00/0000 |
| 1010 | 7/31/2023 | DEPOSIT | 000006 | CREDIT CARD 7/31/2023 | 121.36 | OUTSTND | C | 0/00/0000 |
| 1010 | 7/31/2023 | DEPOSIT | 000007 | CREDIT CARD 7/31/2023 | 729.86 | OUTSTND | C | 0/00/0000 |
| 1010 | 7/31/2023 | DEPOSIT | 000008 | REGULAR DAILY POST 7/31/2023 | 3,046.54 | OUTSTND | C | 0/00/0000 |
| EFT: | | | | | | | | |
| 1010 | 7/12/2023 | EFT | 071223 | CalPERS ADMIN FEE | 200.00CR | CLEARED | G | 7/13/2023 |
| 1010 | 7/21/2023 | EFT | 072123 | CalPERS Plan 1739 Prepay UAL | 122,972.00CR | CLEARED | G | 7/31/2023 |
| MISCELLANEOUS: | | | | | | | | |
| 1010 | 7/14/2023 | MISC. | | PAYROLL DIRECT DEPOSIT | 31,764.34CR | CLEARED | P | 7/14/2023 |
| 1010 | 7/14/2023 | MISC. | 001917 | QUACKENBUSH MRRCF VOIDED | 44.59 | VOIDED | A | 7/14/2023 |
| 1010 | 7/28/2023 | MISC. | | PAYROLL DIRECT DEPOSIT | 34,760.99CR | CLEARED | P | 7/28/2023 |
| 1010 | 7/28/2023 | MISC. | 072723 | EDD Q2 | 551.04CR | CLEARED | G | 7/28/2023 |
| SERVICE CHARGE: | | | | | | | | |
| 1010 | 7/05/2023 | SERV-CHG | 070523 | AMX FEES JUNE | 61.70CR | CLEARED | G | 7/05/2023 |
| 1010 | 7/05/2023 | SERV-CHG | 070524 | CHASE FEES POS JUNE | 526.08 | CLEARED | G | 7/05/2023 |
| 1010 | 7/05/2023 | SERV-CHG | 070525 | CHASE FEES JUNE | 3,573.06CR | CLEARED | G | 7/05/2023 |
| 1010 | 7/18/2023 | SERV-CHG | | JUNE ACCOUNT ANALYSIS FEES | 398.44CR | CLEARED | G | 7/18/2023 |
| TOTALS FOR ACCOUNT 1010 | | | | CHECK | TOTAL: | 545,918.97CR | | |
| | | | | DEPOSIT | TOTAL: | 497,160.71 | | |
| | | | | INTEREST | TOTAL: | 0.00 | | |
| | | | | MISCELLANEOUS | TOTAL: | 67,031.78CR | | |
| | | | | SERVICE CHARGE | TOTAL: | 3,507.12CR | | |
| | | | | EFT | TOTAL: | 123,172.00CR | | |
| | | | | BANK-DRAFT | TOTAL: | 27,723.58CR | | |

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 7/01/2023 THRU 7/31/2023
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT--- | STATUS | FOLIO | CLEAR DATE |
|-----------------------------|----------|----------|--------|-----------------------|---------------|--------|-------|------------|
| TOTALS FOR POOLED CASH FUND | | | | CHECK | TOTAL: | | | |
| | | | | DEPOSIT | TOTAL: | | | |
| | | | | INTEREST | TOTAL: | | | |
| | | | | MISCELLANEOUS | TOTAL: | | | |
| | | | | SERVICE CHARGE | TOTAL: | | | |
| | | | | EFT | TOTAL: | | | |
| | | | | BANK-DRAFT | TOTAL: | | | |

545,918.97CR

497,160.71

0.00

67,031.78CR

3,507.12CR

123,172.00CR

27,723.58CR



MEMO

To: Board of Directors
From: Trish Wilkinson, Accounting Supervisor
Date: August 8, 2023
RE: Accounting Supervisor's Report July 2023

Finance

Annual Expenses

- SDRMA annual Insurance expense \$265,508.97
Accounts for the high budget percentage in account 5074
- SDRMA annual Workers Comp expense \$35,268.89
Accounts for the high budget percentage in account 5024
- CalPERS Retirement Benefits annual Classic UAL (Unfunded Accrued Liability) Lump sum expense \$122,972 – Annual Cost savings \$4,111.96
Accounts for the high budget percentage in department accounts 5021

Debt

- Fund 218 CIEDB – Interest payment \$21,985.09

Transfer In/Out

CIEDB Interest payment
\$12,848.09

OUT Fund 218-1130 (Money Market) – **IN** Fund 218-1010 (Checking)

Note: Transfers on revenue & expense report will only state transfers between different funds. Transfers within the same Fund i.e. 218-1010 to 218-1130 like the above transaction will not show up on the revenue and expense report.

Other

- 4955 - Gain/Loss - \$1,500.00 Disposal of Asset, Utility Supervisor Vehicle

August 2, 2023

Hidden Valley Lake Community Services District
Attn: Trish Wilkinson
19400 Hartmann Rd
Hidden Valley Lake, CA 95467

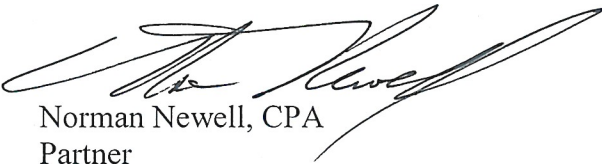
RE: AUDIT OF THE JUNE 30, 2023 FINANCIAL STATEMENTS OF HIDDEN VALLEY
LAKE COMMUNITY SERVICES DISTRICT

Trish,

We are currently preparing for the audit of the financial statements of Hidden Valley Lake Community Services District. We have scheduled August 30th and 31st for the fieldwork portion of the audit. We previously sent you a list of items we will need ready at the time we begin our fieldwork. In addition, just a reminder that we will need to receive the trial balances by August 23rd, so we will have time to set up our system before we arrive at your office.

We look forward to working with you this year. Please call us if you have any questions.

Sincerely,



Norman Newell, CPA
Partner

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE DURING PLANNING

July 10, 2023

To the Board of Directors
Hidden Valley Lake Community Services District

We are engaged to audit the financial statements of the business-type activities and each major fund of Hidden Valley Lake Community Services District (District) for the year ended June 30, 2023. Professional standards require that we provide you with the following information related to our audit. We would also appreciate the opportunity to meet with you to discuss this information further since a two-way dialogue can provide valuable information for the audit process.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the system of internal control of the District. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. As part of our audit, we will consider the system of internal control of the District. Such considerations will be solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to the management's discussion and analysis, the District pension plan information, and the District OPEB plan information, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient

appropriate evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have been engaged to report on combining fund financial statements, which accompany the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

We have not been engaged to report on the introductory section, which accompanies the financial statements but is not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope, Timing of the Audit, Significant Risks, and Other

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including the system of internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

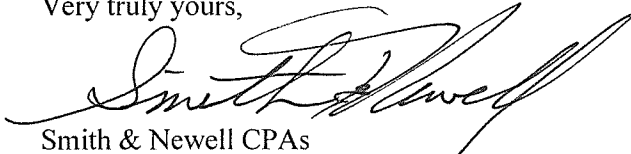
We have identified the following significant risks of material misstatement as part of our auditing planning:

- Improper revenue recognition
- Management override of controls
- Unauthorized payments and inadequate support for disbursements

Norman Newell is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Board of Directors and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Smith & Newell CPAs

ENGAGEMENT LETTER

July 10, 2023

To the Board of Directors
Hidden Valley Lake Community Services District

We are pleased to confirm our understanding of the services we are to provide Hidden Valley Lake Community Services District (District) for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities and each major fund, including the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) District pension plan information
- 3) District OPEB plan information

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining fund statements.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Introductory section.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the District and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit

Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Smith & Newell CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Smith & Newell CPAs personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Norman Newell is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for services will be as stated in our contract. The contracted fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

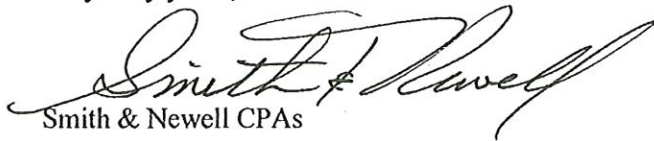
We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to management and those charged with governance of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide

an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,


Smith & Newell CPAs

RESPONSE:

This letter correctly sets forth the understanding of Hidden Valley Lake Community Services District.

Management signature: Trish Wilkins

Title: Accounting Supervisor

Date: July 17, 2023

**ENGAGEMENT LETTER COMPILATION OF
ANNUAL REPORT OF FINANCIAL TRANSACTIONS**

July 10, 2023

To the Board of Directors
Hidden Valley Lake Community Services District

We are pleased to confirm our acceptance and understanding of the services we are to provide for Hidden Valley Lake Community Services District (District), for the year ended June 30, 2023

You have requested that we prepare and compile the Annual Report of Financial Transactions of the District as of June 30, 2023.

Our Responsibilities

The objective of our engagement is to:

1. Prepare the Annual Report of Financial Transactions in accordance with the prescribed form of the California State Controller's Office based on information provided by you and
2. Apply accounting and financial reporting expertise to assist you in the presentation of the Annual Report of Financial Transactions without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the Annual Report of Financial Transactions in order for it to be in accordance with the prescribed form of the California State Controller's Office.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care, when preparing the financial information and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the Annual Report of Financial Transactions.

Our engagement cannot be relied upon to identify or disclose any misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the District or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair independence.

Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare the Annual Report of Financial Transactions in accordance with the prescribed form of the California State Controller's Office and assist you in the presentation of the Annual Report of Financial Transactions in accordance with the prescribed form of the California State Controller's Office. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the prescribed form of the California State Controller's Office as the financial reporting framework to be applied in the preparation of the financial information.
2. The preparation and fair presentation of the Annual Report of Financial Transactions in accordance with the prescribed form of the California State Controller's Office.
3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Annual Report of Financial Transactions that is free from material misstatement, whether due to fraud or error.
4. The prevention and detection of fraud.
5. To ensure that the District complies with the laws and regulations applicable to its activities.
6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
7. To provide us with:
 - Access to all information of which you are aware is relevant to the preparation and fair presentation of the Annual Report of Financial Transactions, such as records, documentation, and other matters.
 - Additional information that we may request from you for the purpose of the compilation engagement.
 - Unrestricted access to persons within the District of whom we determine it necessary to make inquiries.

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the Annual Report of Financial Transactions and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on it. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of the Annual Report of Financial Transactions, we will not issue a report on such financial information as a result of this engagement.

You agree to include our accountant's compilation report in any document containing the Annual Report of Financial Transactions that indicates that we have performed a compilation on such Annual Report of Financial Transactions and, prior to the inclusion of the report, to obtain our permission to do so.

Other Relevant Information

Norman Newell is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it

The documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California State Controller's Office.

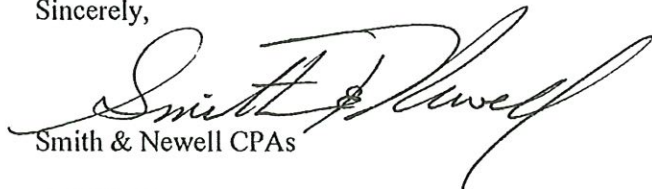
Our fee for these services will be as stated in our contract. The contracted fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work

performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or cost, including attorney's fees, resulting from management's knowing misrepresentations to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Smith & Newell CPAs

RESPONSE:

This letter correctly sets forth the understanding of Hidden Valley Lake Community Services District.

Management signature: Tish Wilkin

Title: Accounting Supervisor

Date: July 17, 2023

July 10, 2023

Hidden Valley Lake Community Services District
Attn: Trish Wilkinson
19400 Hartmann Road
Hidden Valley Lake, CA 95467

RE: AUDIT OF THE JUNE 30, 2023 FINANCIAL STATEMENTS OF HIDDEN VALLEY LAKE
COMMUNITY SERVICES DISTRICT

Trish,

We are currently preparing for the audit of the financial statements of Hidden Valley Lake Community Services District. In order to expedite the audit of your records, would you please:

1. Review the enclosed confirmations and verify that all information is accurate.
2. Transfer the enclosed confirmation letters to your letterhead, sign and **return to us for mailing** as soon as possible. **Please DO NOT mail these confirmations directly to the entities.**
3. The engagement letters will be sent to you via DocuSign. Please complete signing the engagement letters via DocuSign as soon as possible.
4. Update the enclosed list of officials for the year ended June 30, 2023, sign and return to us.

Following is a list of items we will need for the audit. This is a preliminary list and additional items may be requested throughout the audit process. Please provide items in electronic form through the Revver (formerly known as Rubex/SecureDrawer) 'Client Uploaded Documents' folder or flash drive. Name the electronic file using your entity name, item # in the list below and a brief description of the document. If you do not have access to Revver, please contact our front office to provide access. If there are hard copies of items provided, please indicate if they are original documents or copies.

1. Balanced Working Trial Balance for each fund as of June 30, 2023.
2. Minutes from the Board meetings for the period of September 2022 through the most recent meeting.
3. Copies of any new or amended policies and procedures.
4. Original and final budgets for the FYE 6/30/23.
5. Copy of bank account and investment account reconciliations and statements for the months of June 30, 2023 and July 31, 2023.
6. A detailed listing and support of interest receivable as of June 30, 2023.

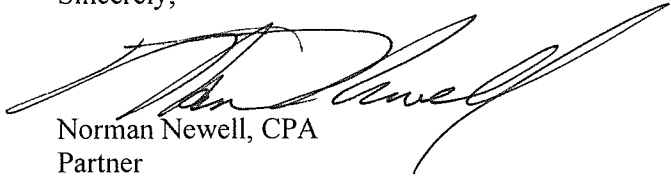
7. A detailed listing and support of accounts receivable at June 30, 2023.
8. A detailed listing of governmental revenue and receivables as of June 30, 2023.
9. Copy of the District's rate schedules for the current fiscal year.
10. A detailed listing of accounts payable at June 30, 2023 and the invoices supporting the accrual.
11. Check register for the period of July 1, 2022 through June 30, 2023 (sorted by check number).
12. Check register for the period of July 1, 2023 through August 31, 2023 (sorted by check number).
13. Capital asset listing and depreciation schedule, which includes: asset cost, life, accumulated depreciation, current year depreciation, asset additions, and asset deletions for the fiscal year ended June 30, 2023.
14. A detailed listing of additions to capital assets during the fiscal year with supporting invoices.
15. List of any newly hired employees during the fiscal year.
16. Copies of the quarterly 941s and DE 9s for the quarters ending 9/30/22, 12/31/22, 3/31/23 and 6/30/23.
17. A detailed schedule of the payroll liability accrual with supporting documentation for the calculation of the accrual.
18. Printout of the reported Member Summary Report and District Billing and Payments Report for fiscal year 2022/2023 from your CalPERS online account.
19. Calculation of the GASB 68 pension liability.
20. A detailed listing of long-term liabilities (loans, leases, bonds, employee vacation/sick leave accruals) which obligate the District for more than one year.
21. Copies of any new or amended debt agreements and amortization schedules.
22. A copy of the GASB 75 OPEB liability actuarial.
23. Balanced schedule of transfers in/out and due to/from other funds.
24. List of any construction commitments outstanding, including amounts, as of June 30, 2023.
25. Summary of any significant subsequent events for the 2022/2023 fiscal year.
26. Schedule of federal expenditures during the fiscal year ending 06/30/23.

27. Schedule of leases in accordance with GASB 87.

28. Schedule of leases in accordance with GASB 96.

We look forward to working with you this year.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman Newell". The signature is fluid and cursive, with a large initial "N" and a long, sweeping underline.

Norman Newell, CPA
Partner



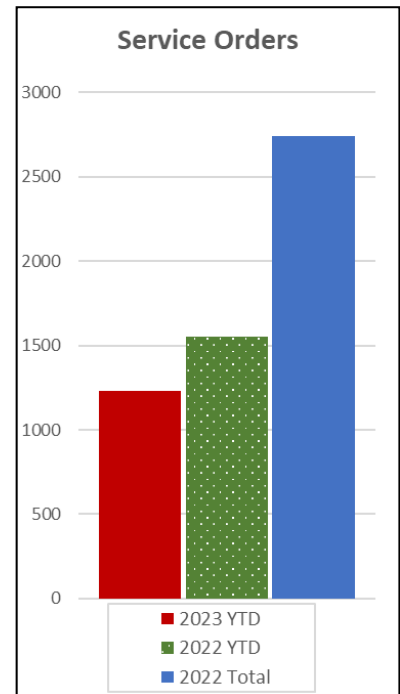
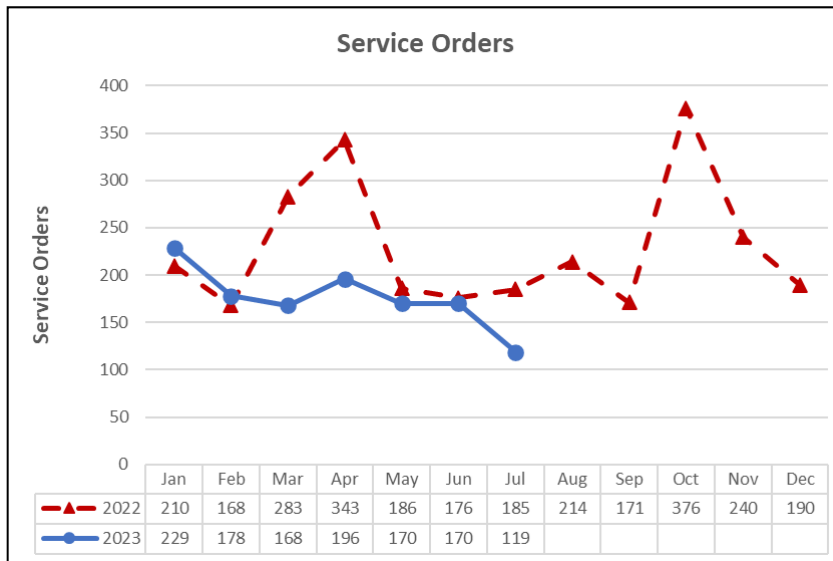
Hidden Valley Lake Community Services District

Field Operations Report

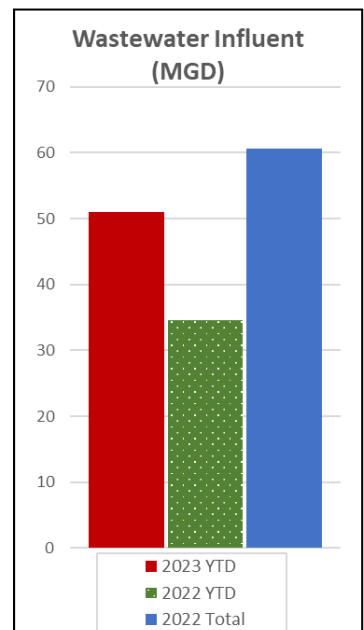
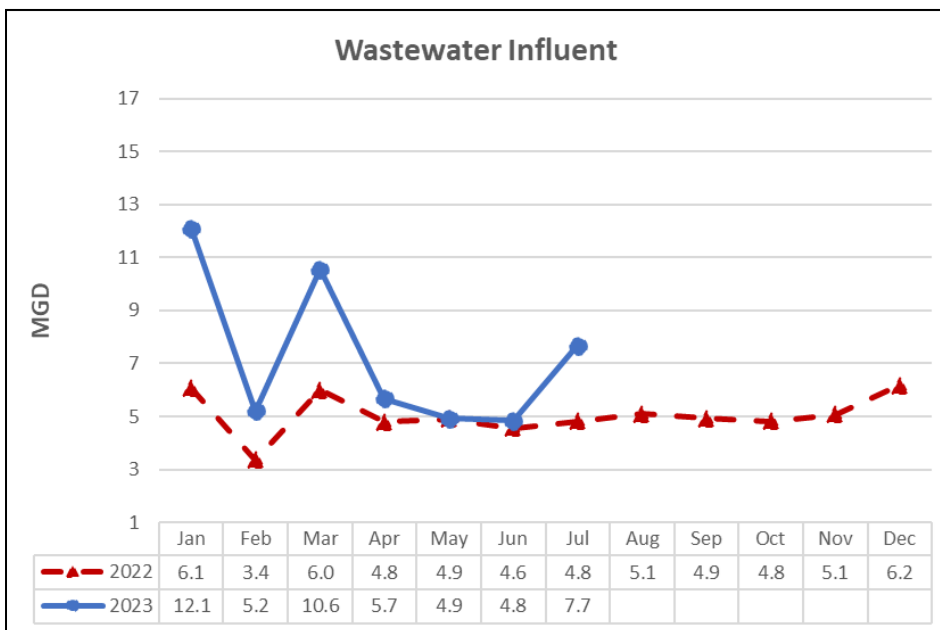
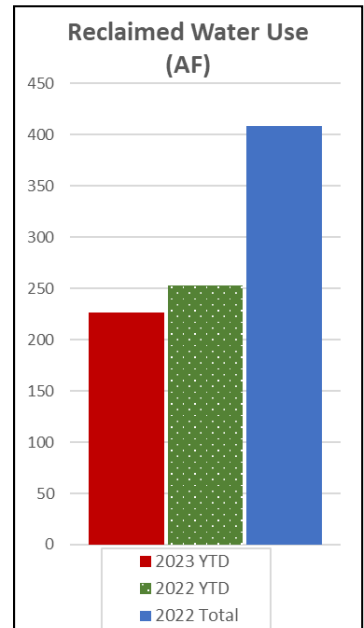
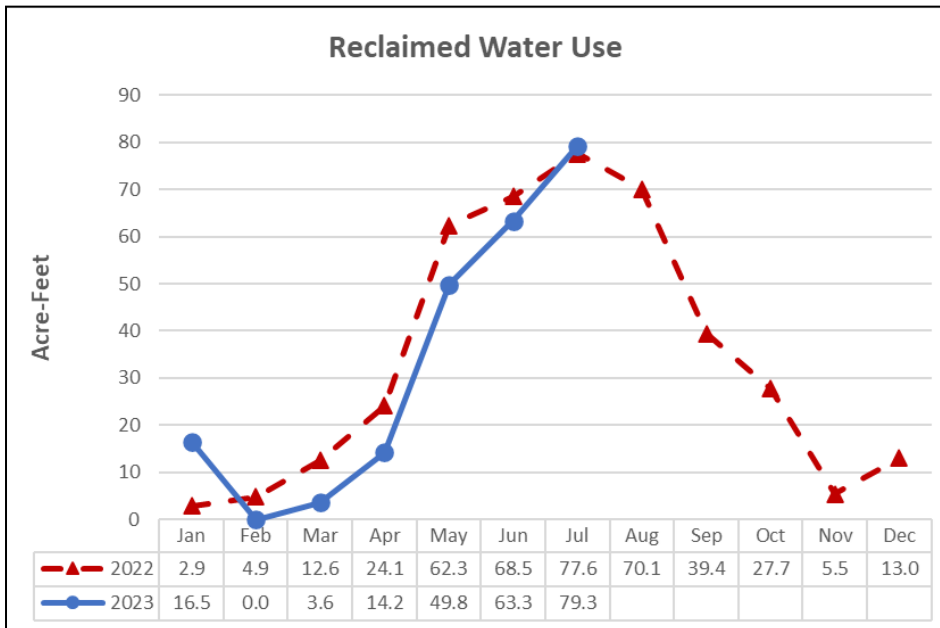
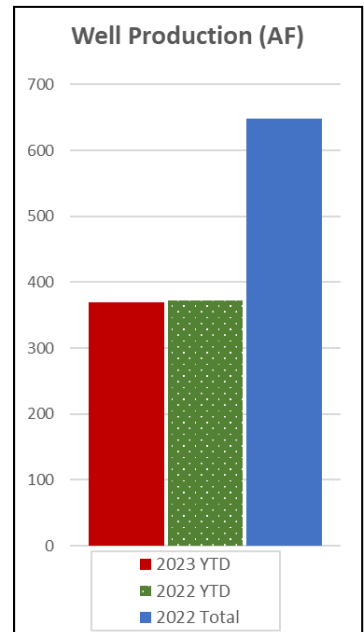
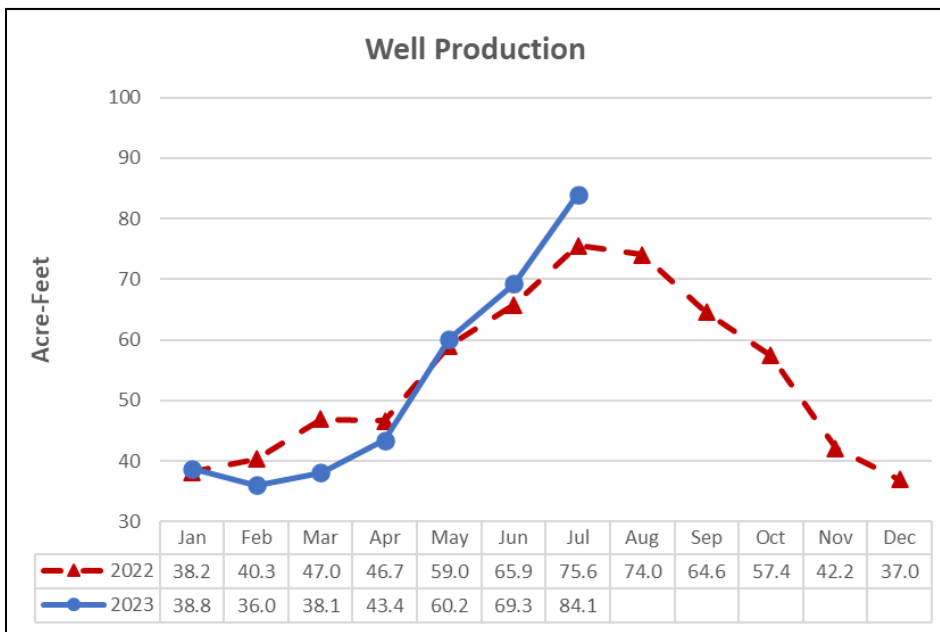
July 2023

| Water Connections | | Wastewater Connections | |
|------------------------------------|-------------|--------------------------------------|-------------|
| New (current month) | 1 | New (current month) | 1 |
| Residential (previous month) | 2475 | Residential (previous month) | 1486 |
| Commercial & Govt (previous month) | 37 | Commercial & Govt (previous month) | 15 |
| Total Water Connections: | 2513 | Total Wastewater Connections: | 1502 |

| Precipitation | | |
|---------------|--------------------|------------|
| July | Previous Year July | Historical |
| 0.00 in | 0.00 in | 0.01 in |

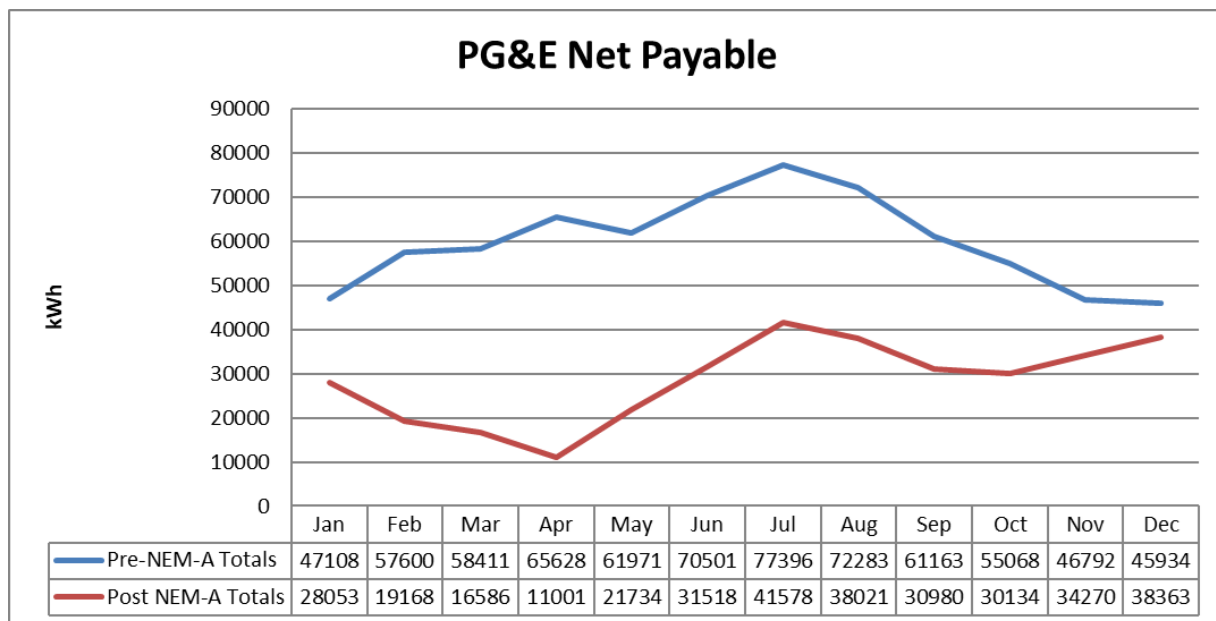


| Hours | | |
|------------------------|-------|------------|
| Overtime Hours: | 53.50 | \$2,274.11 |

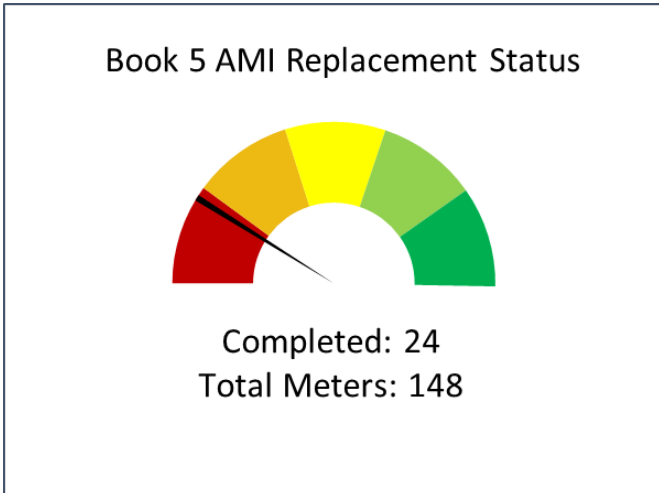
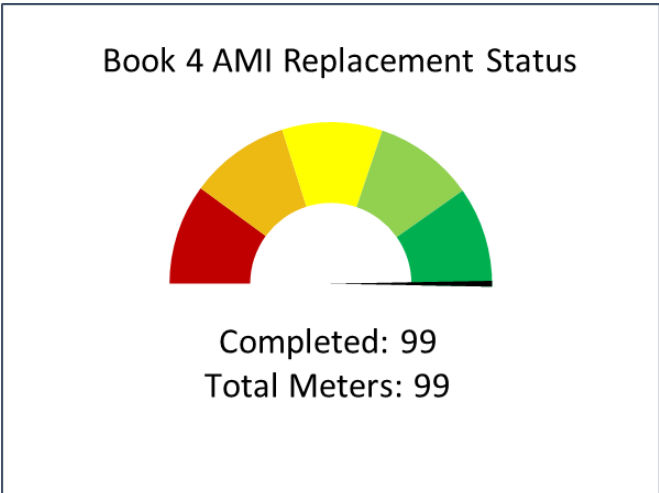
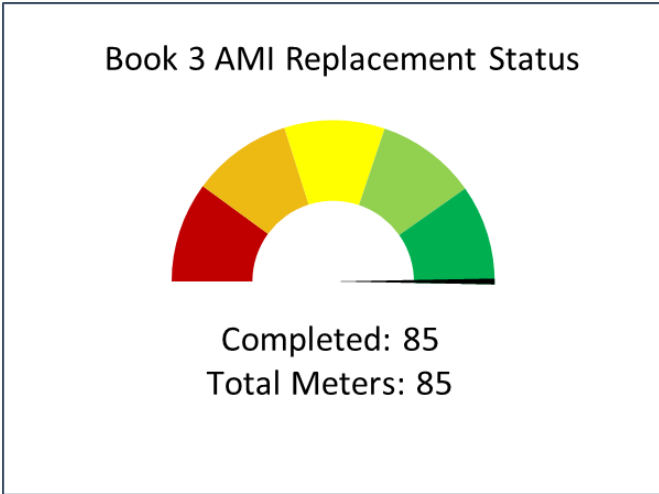
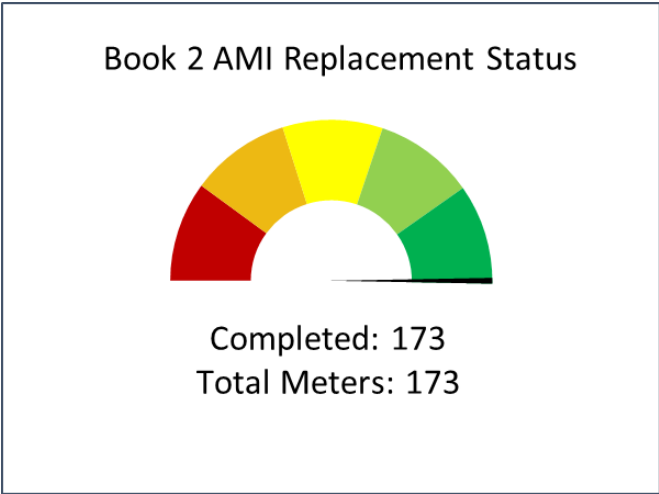
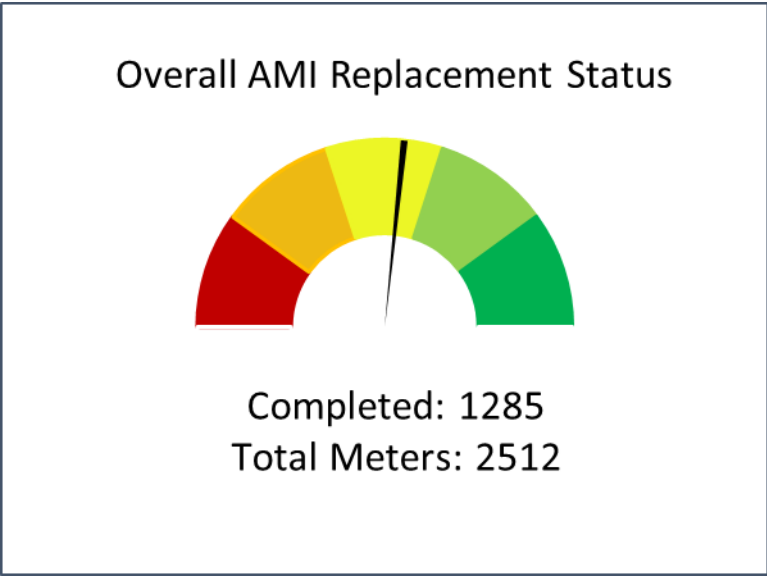


| Vehicle Mileage | |
|-----------------|-------------|
| Vehicle | Mileage |
| Truck 2 | 1,372 |
| Truck 3 | 488 |
| Truck 4 | 861 |
| New Truck 6 | 1,330 |
| Truck 7 | 2,545 |
| Truck 8 | - |
| Truck 9 | 462 |
| Tractor | 10.00 hours |
| Vac Truck | 173.8 |
| Excavator | 17.20 hours |
| Skid Steer | 6.40 hours |

| Fuel Tank Use | | |
|---------------|----------|--------|
| | Gasoline | Diesel |
| Tank Meter | 368.90 | 293.40 |
| Fuel Log | 367.60 | 293.20 |



AMI Project Status

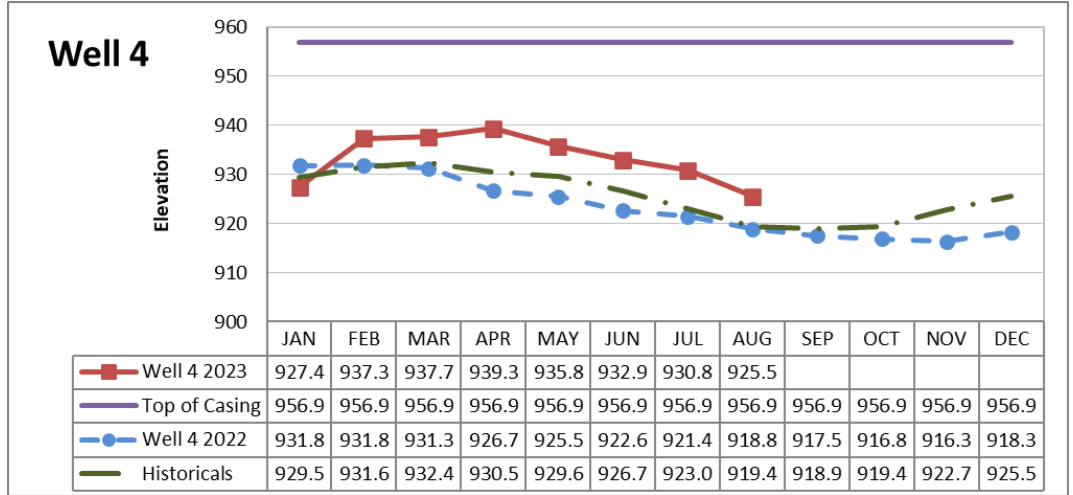


Groundwater Data

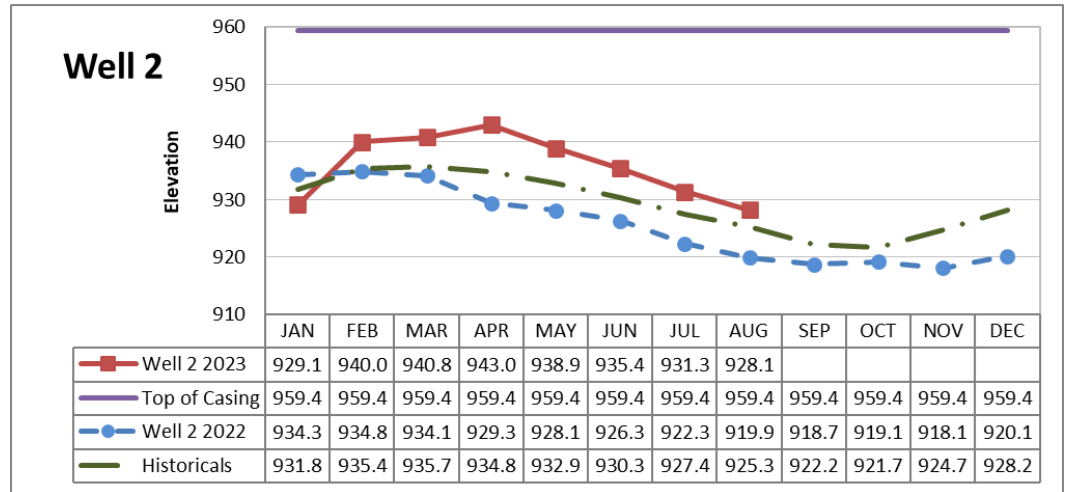
Drawdown

Recharge Rate

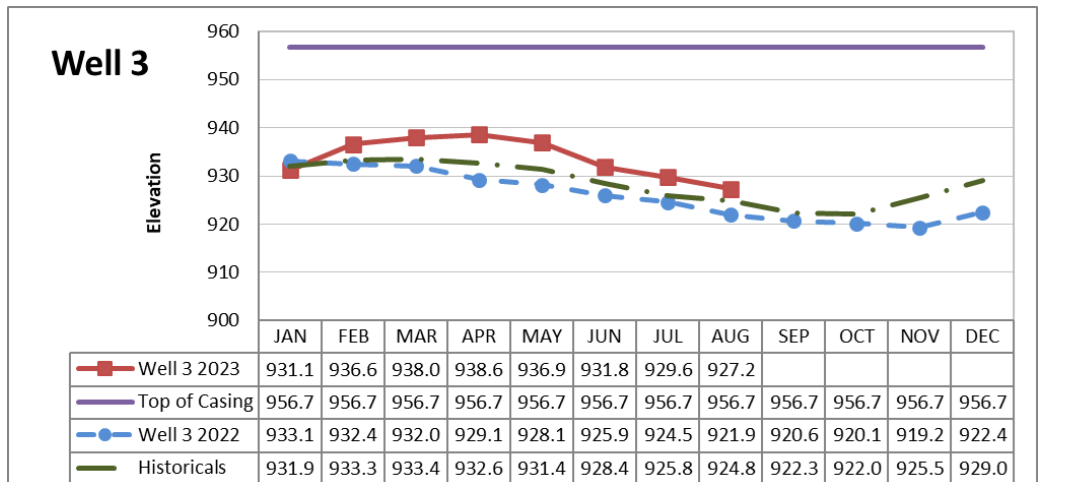
July: 112%
August: 104%



July: 100%
August: -



July: 102%
August: 102%



Water System Highlights

- Service line repairs on: Powder Horn Rd, Redbud Rd, Moonridge Rd, and Bobcat Ct/Baseball Field
- Tree and vegetation removal at Unit 9 tank site
- Leak monitoring activities performed on service lines
- Vac Truck sent for servicing and repairs
- Cleaning out administrative office shed for water system improvement project
- Vegetation management at well sites
- AMI meter installations and radio troubleshooting
- Meter reads 7/24—7/27
- Routine maintenance and operations

Wastewater System Highlights

- I/I camera-inspection on Deer Hill Rd/North Shore Dr easement; no I/I found.
- Sanitary sewer overflows in sewer sub-basin 7 at North Shore Ct, sewer sub-basin 3 at Knollview Dr, and sewer sub-basin 6 at North Shore Dr.
- “No Parking” signs posted at Lift Stations 1 and 4
- Routine maintenance and operations

Water Resources Specialist Highlights

- I/I flow monitor maintenance and data collection
- GIS field mapping and database edits; water mainline mapped on Moonridge Rd and at the Campground.
- Attended Esri’s annual User Conference
- Leak Detection Plan edits and brainstorming
- Strategic Plan edits
- Scanning and digitizing maps/documents
- Lead Service Line Inventory (LSLI) 15% complete
- Database maintenance, reports, and SOP development

Association of California Water Agencies—Committee Highlights

Water Quality Committee

Hexavalent Chromium (Cr(VI))

In March of 2022 the SWRCB released the new proposed hexavalent chromium Maximum Contaminant Level (MCL) of 10 ppb from the previous 50 ppb. If approved, a compliance period of 3 years (January 1, 2027) could be expected. A Standardized Regulatory Impact Assessment (SRIA) found that economically, the proposed regulation would “result in direct costs to [Public Water Systems (PWS)], which will likely have spillover effects to individuals and business that purchase water from [PWS that are impacted by the new MCL]...The direct costs to PWS and higher water bills result in direct and induced costs to the economy statewide.” Average monthly water bills are expected to increase between \$20.46—\$463.21 and SWRCB staff predict that affected ratepayers are those already paying disproportionately higher water bills since they are in rural or farming communities that are unable to benefit from economies of scale. The total impact, by 2028, to households is therefore predicted to be \$218,660,175 in the form of higher water bills.

ACWA submitted a letter to the Office of Environmental Health Hazard Assessment (OEHHA), which establishes public health goals (PHG) for contaminants, expressing concerns that a full review of Cr (VI) has not been conducted in compliance with state law. OEHHA is requesting additional comments and information that may validate updating the PHG of 0.2 ppb.

On June 16, 2023, the SWRCB released a Notice of Proposal Rulemaking Regarding the Hexavalent Chromium MCL. On August 2, 2023, staff virtually attended the public hearing on the proposal and submitted public comment (attached).

Per- and Polyfluoroalkyl Substances (PFAS)

On March 14, 2023 the U.S. Environmental Protection Agency (EPA) proposed the first national primary drinking water standards for six PFAS. The proposal includes monitoring requirements for water systems, among others, including quarterly monitoring (with the potential for reduced monitoring). ACWA provided verbal comments to EPA highlighting issues with the compliance deadline and cost assessment which underestimates the cost of compliance. EPA anticipates finalizing the regulation by the end of 2023.

PFAS chemicals are currently under consideration for adoption as a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) hazardous substance. The District sent letters (attached) requesting support from Senators Feinstein and Padilla regarding the adoption of PFAS liability protection for water and wastewater agencies (introduced by U.S. Senator Cynthia Lummis). The District and ACWA are encouraging the “polluter pays” principle to protect agencies and ratepayers from paying for the costly cleanup of PFAS chemicals released by large corporations.

Association of California Water Agencies—Committee Highlights

Water Quality Committee continued...

Direct Potable Reuse

The SWRCB released proposed draft regulations for direct potable reuse. The draft outlines criteria for the planned introduction of recycled water either directly into a public water system or into a raw water supply immediately upstream of a water treatment plant. Currently California, Colorado, Arizona, Texas, and Florida have published guidelines for water reuse technology. There will be a public hearing on September 7, 2023.

Water Management Committee

No updates.

State Legislative Committee 6/16 and 7/14

SB 3: *Not-Favor-Unless-Amended*—Discontinuation of residential water service: public water system

This bill would expand the provisions of SB 998 (passed in 2018), which sets forth regulations pertaining to the discontinuation of residential water service due to nonpayment, to public water systems with fewer than 200 connections. The bill would also require all public water systems—regardless of size—to make deferred payment plans and alternative payment schedules available to all customers regardless of delinquency status and without providing proof of financial hardship.

Providing alternative payment plans to customers not facing delinquency and financial hardship would interfere with revenue streams the District relies on to provide safe and reliable drinking water and wastewater services and threaten the progression of ongoing and future projects. ACWA has proposed amendments to the bill to make deferred and alternative payment plans available only to customers that are experiencing legitimate financial hardship or who are primary care providers and where service discontinuation would pose a serious threat to the health and safety of the customer/patient. **Amendments are still under consideration; the District has joined an ACWA working group to monitor, evaluate, and suggest changes to the legislation.**



Hidden Valley Lake Community Services District

19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hvlcsd.org

August 11, 2023

Clerk to the Board, Courtney Tyler
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812

RE: SWRCB-DDW-21-003: Hexavalent Chromium MCL

To whom it may concern,

The Hidden Valley Lake Community Services District (the District) appreciates the opportunity to provide public comment regarding the Proposed Rulemaking for establishing a hexavalent chromium (Cr6) Maximum Contaminant Level (MCL) on behalf of its Board of Directors and ratepayers. District staff virtually attended the August 2, 2023 public hearing and appreciate the transparency and robust discussion on the topic by Board members and staff.

The District is a small water and wastewater system with 2,512 connections, 98% of which are residential. The District serves a moderate to very high wildfire-severity community – as determined by CalFIRE and the County of Lake – that faces year-long wildfire threat. In 2015 District infrastructure was damaged by the Valley Fire and the County of Lake determined that from 2015-2018, 60% of the county's land mass had been burned by wildfire. The county has experienced 27 federal and 22 state disaster declarations from 1950-2019 and that number has since increased after the LNU Lightning and August Complex fires of 2020 and the COVID-19 pandemic. Water and wastewater rates have increased to accommodate for these such disasters as well as to fund backup power generation due to Public Safety Power Shutoffs (PSPS) and to address quickly increasing inflation. The average water bill for a District ratepayer is \$84.35 and wastewater bill \$103.48 for a total average monthly bill of \$187.83. A five-year Proposition 218-approved rate structure will, by 2025, increase the average water bill to \$91.96 and wastewater bill to \$112.81 for an average monthly bill of \$204.77.

The District is deeply concerned with the proposed MCL for hexavalent chromium. According to the public workshop, when utilizing best available technologies (BAT) for Cr6 removal, the estimated annual cost for a system of the District's size would cost \$1,293,979 and monthly water bills could increase by up to \$58. This means that by 2025 our residents could be facing an average monthly water bill of \$149.56 for a total monthly bill of \$262.37 once wastewater costs are included. The District finds the amount of \$58 conservative to the true cost of compliance; regardless, these projected figures are infeasible and compromise the human right to water. Thirty percent of the District's ratepayer base are ages 60 and over with the high likelihood of being on a fixed income. High water rates could deter the use of water necessary for maintaining well-being and sanitation – contradicting the District's prioritization of public health and safety. High costs for water may also deter water use for healthy landscaping and exacerbate wildfire threat. The COVID-19 pandemic and current inflation rates highlight customer inability to pay under current operational costs and enforcing significantly higher compliance costs at the ratepayer's expense would be irresponsible and increase the public's distrust in water purveyors.

In the public workshop, Water Board staff assumed that disadvantaged communities would experience the most difficulties in complying with the proposed MCL either due to high contamination rates or due to financial limitations. They were also unable to guarantee that funding assistance would be available to disadvantaged communities and small systems with the most need. The District feels that a regulation found to be potentially unaffordable by a majority of small water systems and which could cause disproportionately high rates for a significant number of California residents should be seriously reconsidered as it does not align with the Water Board's responsibility to establish MCLs as close to the public health goal (PHG) as economically feasible, nor with the human right to water.

To best address the District's concerns, we encourage that the State Water Board consider the following:

- **Adopt the "polluter pays" principle:** Areas with significant and harmful pollution from the industry-made toxic form of chromium, Cr6, should be encouraged to take legal action against industries that have discharged Cr6 into the region. The State Water Board should assist in these efforts to deter these disadvantaged communities from bearing unreasonable treatment costs.
- **Postpone adoption until a PHG has been established:** The Office of Environmental Health Hazard Assessment (OEHHA) is still undergoing review for the establishment of a revised hexavalent chromium PHG. Adoption of a new MCL should be postponed until a revised PHG is established to account for new findings and BAT.
- **Establish a higher MCL:** Depending on an updated PHG – once established by OEHHA – a less stringent MCL should be considered to account for both public health interests and economic feasibility by water treatment systems.
- **Extend the compliance period for water treatment systems:** The water industry is still facing supply-chain issues due to the COVID-19 pandemic. Both these supply-chain issues and inflation are delaying projects and materials required for critical infrastructure installations and the construction of new treatment plants are commonly received months to years after the order date.

The District feels that the Water Board should reconsider its proposed MCL for hexavalent chromium. Funding infrastructure projects at the District, such as one to build a treatment plant capable of addressing hexavalent chromium, would be burdensome to our ratepayers who are already paying the top 87% most expensive water service rate in the state (according to the *2022 Risk Assessment Results for Public Water Systems*). Raising rates to comply with an MCL of 10 ug/L would create yet another component that threatens our community's water supply.

Thank you for your consideration of our comments and for your transparency and education on hexavalent chromium. If you have any questions, please contact Hannah Davidson at hdauidson@hvlcsd.org or (707) 987-9201.

Sincerely,

Hidden Valley Lake Community Services District



Hannah Davidson, Water Resources Specialist I



Hidden Valley Lake Community Services District

19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hvlcsd.org

August 10, 2023

The Honorable Dianne Feinstein
United States Senate
Washington, D.C. 20510

RE: Hidden Valley Lake Community Services District Requests Support for Water Systems PFAS CERCLA Liability Protections

Dear Senator Feinstein,

Hidden Valley Lake Community Services District (HVLCSO, the District) respectfully requests your support for PFAS liability protections for water and wastewater agencies under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) that follow all applicable law and regulations for PFAS. HVLCSO is a small water and wastewater utility that serves a residential population of just under seven thousand in Lake County. Failing infrastructure, increasing compliance costs, the COVID-19 pandemic, and inflation have placed an increasing burden on our ratepayers to receive safe and reliable water and wastewater services. According to the State Water Resources Control Board's *2022 Risk Assessment Results for Public Water Systems*, the District is categorized as having an "Extreme Water Bill" at 87%, meaning that of all public water systems in the state the District's water bill rates are abnormally high, or within the top 87%. Water affordability and reliability are extremely important to the District and potential liability from a proposed CERCLA hazardous substance designation and the associated costs are therefore of serious concern for our agency.

In September 2022, EPA published a proposed rule to designate PFOA and PFOS as CERCLA hazardous substances. CERCLA is designed to remediate contaminated sites and hold parties that caused the contamination financially responsible for cleanup through its "polluter pays" model. HVLCSO strongly supports the "polluter pays" principle. However, under current federal efforts water agencies like us will be facing a "community pays" outcome that unfairly shifts the clean-up and liability costs onto the public we serve.

Public water and wastewater agencies are passive receivers of PFAS from a vast array of domestic, commercial, and industrial sources. Water systems, and the public, do not have control over PFAS in the environment given the overwhelming presence of this family of chemicals in the chain of commerce and in our homes.

Without an explicit exemption from financial liability under CERCLA, water systems could be held financially liable for the cleanup of Superfund sites contaminated with PFAS for merely fulfilling their responsibilities under the Safe Drinking Water Act to treat and dispose of these chemicals to protect public health.

As the Senate Committee on Environment and Public Works considers legislation to address PFAS, HVLCSO urges you to uphold CERCLA's "polluter pays" principle and protect water systems and the ratepayers they serve by supporting a tailored legislative exemption from PFAS liability.

Thank you for your attention to this request. If you have any questions, please contact Hannah Davidson at [hdavidson@hvlcsd.org](mailto:h davidson@hvlcsd.org) or (707) 987 – 9201.

Sincerely,

Hidden Valley Lake Community Services District



Hannah Davidson
Water Resources Specialist I



Hidden Valley Lake Community Services District

19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hvlcsd.org

August 10, 2023

The Honorable Alex Padilla
United States Senate
Washington, D.C. 20510

RE: Hidden Valley Lake Community Services District Requests Support for Water Systems PFAS CERCLA Liability Protections

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Sincerely,

Hidden Valley Lake Community Services District

A handwritten signature in blue ink, appearing to read 'Hannah Davidson', with a long, sweeping horizontal line extending to the right.

Hannah Davidson
Water Resources Specialist I



Hidden Valley Lake Community Services District

Projects Update Report

June/July 2023

Backup Power Reliability Project

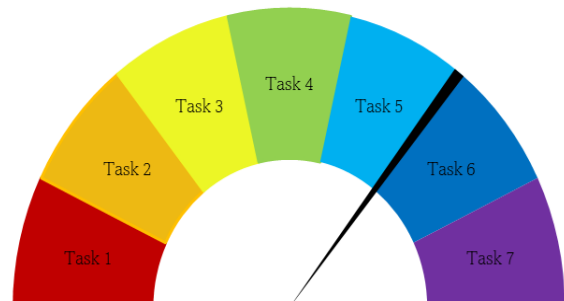
- 7/13 On-site walk-thru for CMI proposers
- 7/14 GHD Response to CalOES feedback
- 7/21 District counsel review of Bid Specifications
- 7/28 Submitted revised extension request
- 7/28 Received quotes and GHD Generator Procurement Recommendation
- 7/31 Received notification of SRMC payment (\$489.13)
- 8/3 CMI Proposal deadline—no responses
- 8/4 100% Design docs expected

| Expense Pd. | Request Date | Request Amt | NOP Amt | Warrant | Difference |
|-------------|--------------|-------------|------------|------------|------------|
| Q3 2022 | 10/15/2022 | \$370.62 | \$250.14 | 01/31/2023 | 108 Days |
| Q4 2022 | 01/10/2023 | \$2,240.97 | \$1,512.45 | 02/14/2023 | 35 Days |
| Q1 2023 | 4/7/2023 | \$3,397.21 | \$2,292.81 | 05/05/2023 | 28 Days |
| Q2 2023 | 7/10/2023 | \$45,239.00 | | | |



Design Status

- Task 1: Surveying
- Task 2: Soils Investigation
- Task 3: Utility Company Investigation
- Task 4: Environmental and Permitting Review
- Task 5: Basis of Design Technical Memorandum
- Task 6: Engineering Design Package
- Task 7: Bidding Support



Defensive Space and Ignition Resistant Construction Project

- 7/5 Plant survey
- 7/7 Developing front-end docs for Bid Specifications
- 7/28 Received Notice of Exemption documentation
- 7/28 Received Cultural Report
- 8/1 Received 100% Design & Environmental documentation
- 8/4 Submitted Notice of Exemption documentation to the County



Wellfield

| Expense Pd. | Request Date | Request Amt. | NOP Amt. | Warrant | Difference |
|-------------|--------------|--------------|-------------|------------|------------|
| Q3 2022 | 10/06/2022 | \$2,501.64 | \$1,688.38 | 01/23/2023 | 109 Days |
| Q4 2022 | 01/10/2023 | \$3,981.15 | \$2,686.92 | 02/03/2023 | 24 Days |
| Q1 2023 | 04/10/2023 | \$100,002.50 | \$67,492.69 | 05/05/2023 | 25 Days |
| Q2 2023 | 7/10/23 | \$166,307.65 | | | |



Unit 4 Tank



Little Peak Vegetation

Design Status



- Task 1: Geotechnical and Survey Field Work
- Task 2: Geotechnical Report
- Task 3: 35% Engineering Design Package
- Task 4: 65% Engineering Design Package
- Task 5: 95% PS&E
- Task 6: CEQA Initial Study/Mitigated Negative Declarations
- Task 7: Bidding Support

Water System Storage Reliability Project

- 7/6 Bid addendum to extend due date to 8/1
- 7/18 Award of CM contract to BRCE
- 7/20 CalOES denied extension request
- 7/25 Project kick-off with construction management firm, BRCE
- 7/31 Eighth addendum submitted to planholders
- 8/1 Bid opening, four proposals received
- 8/4 Award of contract to lowest apparent bidder agendized

| Expense Pd. | Request Date | Request Amt. | NOP Amt. | Warrant | Difference |
|-------------|--------------|--------------|-------------|------------|------------|
| Pre-Award | 10/21/2022 | \$19,076.17 | \$12,876.41 | 12/02/2022 | 42 Days |
| Q3 2022 | 10/21/2022 | \$4,350.45 | \$2,936.55 | 12/02/2022 | 42 Days |
| Q4 2022 | 01/06/2023 | \$15,995.73 | \$10,594.62 | 01/23/2023 | 17 Days |
| Q1 2023 | 04/11/2023 | \$64,128.44 | \$43,286.70 | 05/05/2023 | 24 Days |
| Q2 2023 | 7/10/2023 | \$75,689.98 | | | |

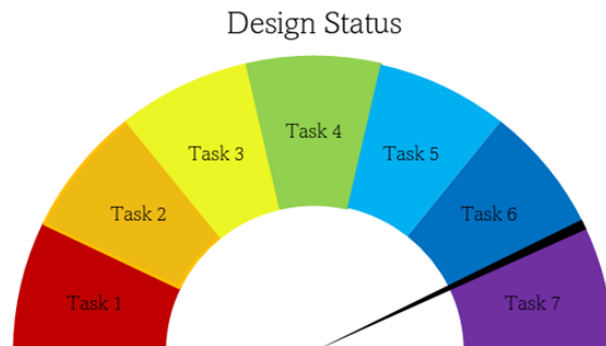


Close-up Unit 9 Tank



Unit 9 Tank

- Task 1: Project Kick-off Meeting
- Task 2: Geotechnical Report
- Task 3: Basis of Design Tech Memo
- Task 4: 35% Engineering Design Package
- Task 5: 60% Engineering Design Package
- Task 6: Final Engineering Design Package
- Task 7: Bidding Support



Water Distribution Reliability Project

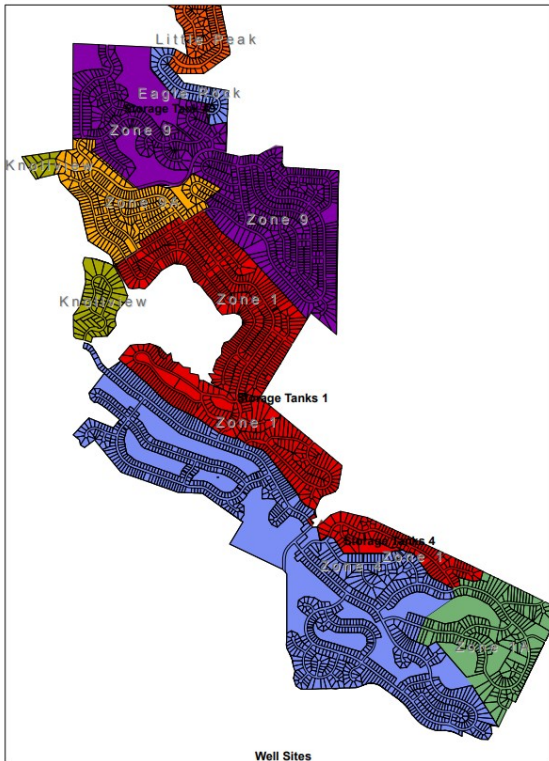
7/12 Geo located 48 valves

7/13 Geotechnical report, AutoCAD map, and Condition Summary Rpt delivered

7/19 Delivered feedback to documents

7/31 Received revised Condition Summary Rpt

| Expense Pd. | Request Date | Request Amt. | NOP Amt. | Warrant | Difference |
|-------------|--------------|--------------|-------------|------------|------------|
| Q4 2022 | 01/10/2023 | \$1,450.49 | \$978.95 | 02/14/2023 | 35 Days |
| Q1 2023 | 04/08/2023 | \$34,543.03 | \$23,313.44 | 05/05/2023 | 27 Days |
| Q2 2023 | 7/10/2023 | \$46,174.40 | | | |



Design Status

- Task 1: Kick-off Meeting, Field Review, and Topographic Survey
- Task 2: Geotechnical Study and Seismic Hazard Assessment
- Task 3: Environmental Investigations and Document Preparation
- Task 4: 30% Engineering Design Package
- Task 5: 65% Engineering Design Package
- Task 6: Benefit Cost Analysis
- Task 7: Final Project Reports and Memorandum





Other Project Updates

FLASHES Project

- Submitted Pre-Application for FOA 3045
- Researching RRGF funding
- Researching NOAA funding

SCADA

- Received Implementation Plan from West Yost

DWSRF 50924

- Developing Water Reliability Plan of Study current total ~\$28M
- Costs include Tank 4, Tank 9, Wellfield, Generators, & SCADA

Bond Issuance

- Kick-off meeting with Bond counsel & Underwriter
- Intent Resolution development
- Financial structure development
- Official Statement development

Brambles

- Cultural resources on-site consultation
- Coordinating construction with Middletown Rancheria



**Hidden Valley Lake
Community Services District**
19400 Hartmann Road
Hidden Valley Lake, CA 95467
707.987.9201
707.987.3237 fax
www.hvlcsd.org

MEMO

To: Board of Directors
From: Dennis White
Date: August 15, 2023
RE: General Manager's Report

Below is a shortened version of activities on various tasks.

Management of the Day-to-Day Operations

Finance

As discussed last month, we have panned in the date for the Capital Projects Workshop for August 26th, from 10-2pm. As a result of your inquiries leading up to this meeting, our Project Manager has put together "a few words", to help answer those questions, and build a mindset for the workshop. She will present that document later in this agenda.

From Budget to Audit, our Accounting Supervisor is pivoting to the task at hand. Each year our auditors request a quicker turnaround from year-end to audit, and this year is no exception. Her deadline to produce pre-audit materials is 8/23, and they will be here for on-site review and assessment on 8/30. The time spent preparing for the site is arguably the most demanding, and she is committed to meeting that deadline.

NHA Advisors have procured bond counsel and underwriter services. Bond counsel has been working with staff to fine tune the staff report and Resolution presented here tonight. We also benefitted from the support and guidance of Cyrus from Stradling Law, and Leslie from NHA Advisors in our Finance Committee meeting last week.

Staffing

It is that time of year again when the CivicSpark fellowship must come to an end. We are sorry to see Jacob go but are thankful for his assistance with projects while he was here. We wish him the very best in his future endeavors.

Other Business



**Hidden Valley Lake
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BRAMBLES

The Middletown Rancheria has indeed confirmed the Brambles pipeline construction site may be of cultural significance to the Tribe. We are working on establishing a Tribal monitor during the construction process.

FLASHES

Trane has organized an environmental review of both the Lakeport and Hidden Valley Lake projects. Environmental representatives were on-site this month to survey lands where pipelines will traverse, and tank locations. Mr. Day reports no surprises, and we await the official report. It has been interesting to learn, as this project matures, the ebb and flow of things. Potential project teams have changed multiple times, financing opportunities come and go. The final shape of this tank-on-a-hill project is going to be well vetted!

TANK 9

As you will see later in this agenda, we hope that the construction phase of the Tank 9 project is about to become a reality, with an Award of Contract to the lowest apparent bidder. With that in mind, we are considering hosting a Ground-breaking/Press Conference event to honor this occasion. If all goes well, this would likely happen in the early days of October. We hope to have elected officials, funding agencies, and other project contributors attend this event. We also hope that the Directors will be interested in attending, and even say a few words!

Conclusion

Here we are in the height of fire season, and once again we are reminded of the devastating power of wildfire. Our across-the-pond neighbors in Maui are the ones to receive a direct hit this time. The news reports are heart-wrenching. Many of us are familiar with the areas that have now been reduced to rubble. So sad. High winds, and a late evacuation notice are hauntingly familiar to me. It happened to us eight years ago. I never want to see that happen again. While our hearts go out to the victims in Hawaii, let's please not lose sight of our own urgent need to mitigate against natural disaster.

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: August 15, 2023

AGENDA ITEM: Adopt Resolution 2023-07 A Resolution of the Hidden Valley Lake Community Services District Regarding Intention to Issue Tax-Exempt Obligations

RECOMMENDATION: Adopt Resolution 2023-07 A Resolution of the Hidden Valley Lake Community Services District Regarding Intention to Issue Tax-Exempt Obligations

FINANCIAL IMPACT: None*

*There is no financial impact to this Resolution because it is stating merely the *intent* of the District to issue tax-exempt obligations, not the actual issuance of tax-exempt obligations.

BACKGROUND:

Initiated in 2018, NHA, together with NBS helped the District develop a Rate Study and Rate Structure that reflected the Board's priority of Infrastructure Improvements. Following the Prop 218 process a five-year rate structure was adopted and enacted on January 1, 2021. Simultaneous to this effort, District staff was also developing and submitting grant funding applications. Despite the increases in rates, grant status was unknown and projected net revenues did not appear to be able to completely cover the cost of needed improvements. In early 2022, NHA met with District staff to review the potential need for additional financing to meet this funding gap. After review, NHA presented their findings, which indicated that the District could sustain debt to pay for the needed projects. In late 2022 the federal Hazard Mitigation Grant Program (HMGP) awarded the District funding for four (4) distinct Water Reliability projects. The District began funding the Water Reliability projects with proceeds from water use fees and reserve funds. A few months later, District staff received news that the pre-COVID estimates for construction and non-construction project costs had increased by double, and in some cases triple the original costs of 2018. As a result, District staff had again reached out to NHA to revisit the affordability of financing. At the June 20, 2023 the Board meeting, the Board of Directors took action to "approve NHA to work with the District staff to execute a financing plan based on a 25-year term", by majority vote. NHA, working on behalf of the District engaged the services of Bond legal counsel and underwriter services. Cyrus Torabi, from Stradling Law has put together several documents that are necessary to move the financing process forward. These documents consist of 1) A request for the District to select a Financing Structure (to be discussed at the August 26, 2023 workshop), 2) An "Intent to Issue" Resolution, with an explanatory Staff Report, and a District Official Statement (as securities disclosure which is required in order to issue debt in the public capital markets, to be approved later in the process).

For your review, Stradling Law explains in this staff report the process through which financing will begin. As stated above, this Resolution is one necessary step towards financing, but is not a Resolution of action, only Intent.

The District is currently undertaking its current water capital improvement program on a pay-as-you-go basis, and the costs thereof are being paid by the District from its Water Operations Fund.

The District may elect to finance certain portions of its current capital improvement program from tax-exempt obligations. Federal tax law allows the District to reimburse itself from the proceeds of tax-exempt obligations for capital costs that the District pays *prior to the issuance* of such tax-exempt obligations. In order to reimburse itself, the Board of Directors must adopt a resolution stating its intent to reimburse itself should tax-exempt obligations be issued.

Stradling Yocca Carlson & Rauth, the District's bond counsel, has prepared a resolution permitting reimbursement of not to exceed \$5,000,000 for costs related to the current water capital improvement program which are incurred before tax-exempt obligations are incurred. Costs that are eligible for reimbursement must have been paid no more than 60 days before the adoption of the resolution, and the reimbursement must occur within three years after the eligible costs are paid. The foregoing limitations do not apply to "soft" costs such as preliminary studies and reports. The District can reimburse itself for soft costs equal to up to 20% of the amount of bonds issued without adopting this resolution.

Adoption of the reimbursement resolution will allow for reimbursement of construction-related costs incurred by the Water Operations Fund. Any such reimbursement from the proceeds of tax-exempt obligations will replenish funds available for ongoing maintenance and operations.

Adoption of the reimbursement resolution is a prophylactic measure that will enable the District to reimburse itself for water capital projects that the District commences before debt is issued. Without the adoption of the resolution, the District would only be able (under the Internal Revenue Code) to apply bond proceeds to pay invoices for projects that are commenced after debt is issued. If the District's financing plan changes and bonds are never issued, the resolution will have no effect, as it does not compel the District to issue bonds.

Encl: Resolution 2023-07



RESOLUTION 2023-07

A RESOLUTION OF THE HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT REGARDING INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS

WHEREAS, the Hidden Valley Lake Community Services District (the "District") is a Community Services District that is duly created, established and authorized to transact business and exercise its powers under and pursuant to Division 3 of Title 6 of the California Government Code and the Constitution of the State of California; and

WHEREAS, the District desires to finance the costs of acquiring, constructing and installing certain public facilities and improvements for the benefit of its water system, as provided in Exhibit A attached hereto and incorporated herein (the "Water Reliability Projects"); and

WHEREAS, the District intends to finance the acquisition, construction and installation of the Water Reliability Projects or portions of said projects with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, the District desires to pay certain costs with respect to the Water Reliability Projects from available moneys of the District, including but not limited to reserves held by the District and water use fees, prior to the issuance of the Obligations and to reimburse the District for such costs from a portion of the proceeds of the sale of the Obligations.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Hidden Valley Lake Community Services District, Lake County, California, as follows:

1. Each of the above recitals is true and correct.
2. The District reasonably expects, and hereby states its intention, to reimburse itself for Project costs incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A describes the general character, type, purpose and function of the Water Reliability Projects.
3. The reasonably expected maximum principal amount of the Obligations that is anticipated to be used for such reimbursement is \$5,000,000.
4. Except as described in Section 8 below, this resolution is being adopted not later than 60 days after the payment of the original expenditures (the "**Expenditures Date or Dates**").
5. Except as described in Section 8 below, the expected date of issue of the Obligations will be within 18 months of the later of: (a) the Expenditure Date or Dates; or (b) the date that the Water Reliability Projects are placed in service; provided that the reimbursement may not be made more than three years after the Expenditure Date or Dates.
6. Proceeds of the Obligations to be used to reimburse the District for Water Reliability Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next succeeding one year period on any tax-exempt obligation of the District (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with

respect to an obligation of the District or any entity related in any manner to the District, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

7. This Resolution is consistent with the budgetary and financial circumstances of the District as of the date hereof. No moneys from sources other than the Obligations are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the District (or any related party) pursuant to their budget or financial policies with respect to the Water Reliability Project costs. To the best of our knowledge, this Board is not aware of the previous adoption of official intents by the District that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax exempt obligations have not been issued.
8. The limitations that are described in Sections 4 and 5 above do not apply to: (a) costs of issuance of the Obligations; (b) an amount not in excess of the lesser of \$100,000 or five percent (5%) of the proceeds of the Obligations; or (c) any preliminary expenditures, such as architectural, engineering, surveying, soil testing, and similar costs other than land acquisition, site preparation, and similar costs incident to commencement of construction, not in excess of twenty percent (20%) of the aggregate issue price of the Obligations that finances the Water Reliability Projects for which the preliminary expenditures were incurred.
9. This resolution is adopted as an official action of the District in order to comply with Treasury Regulation § 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of District expenditures incurred prior to the date of issue of the Obligations, is part of the District's official proceedings, and will be available for inspection by the general public at the main administrative office of the District.
10. This Resolution shall take effect immediately upon its adoption.

I hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors of the Hidden Valley Lake Community Services District, Lake County, California, at a meeting thereof held on the 15th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Claude Brown
President of the Board

ATTEST:

Dennis White
General Manager/Secretary to the Board

EXHIBIT A

DESCRIPTION OF THE WATER RELIABILITY PROJECTS

Water System Improvements, including but not limited to:

1. Tank 4 Replacement
2. Wellhead Refurbishment
3. Tank 9 Replacement
4. Installation of Stationary Generators
5. Replacement and Refurbishment of Mainlines
6. Development of Defensible Space Buffers in the vicinity of Water System Infrastructure

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: August 15, 2023

AGENDA ITEM: Award Construction Contract for the Water Storage Reliability Project to the Lowest Apparent Bidder, C.V. Larsen Co

RECOMMENDATIONS:

Recommend Award of Contract for the Water Storage Reliability Project to the Lowest Apparent Bidder, C.V. Larsen Co

FINANCIAL IMPACT:

| | |
|--------------------|-----------------|
| Glass Fused Tanks: | \$ 2,161,084.00 |
| Contingency | \$ 216,108.40 |
| | ===== |
| | \$ 2,377,192.40 |

OR

| | |
|---------------------|-----------------|
| Epoxy Coated Tanks: | \$ 2,029,036.00 |
| Contingency | \$ 202,903.60 |
| | ===== |
| | \$ 2,231,936.60 |

In the June 20, 2023 Board of Director’s meeting, Director’s voted to move forward with the development of Bond financing by a majority vote. Directors have also requested a Workshop to discuss Bond financing and Capital Projects on August 26, 2023. Recognizing that this Agenda Item occurs in between these two events, staff has conducted analysis of existing Capital Reserves and Water Use Fees trends. Capital Reserves and trending Water Use fees will cover the cost of the Tank 9 project in conjunction with existing grant agreements.

| Quarter | Tank 9 | Balance |
|---------|-------------------|-----------------|
| | | \$ 1,676,502.76 |
| Q3 2023 | \$ (125,307.05) | \$ 1,551,195.71 |
| | \$ 86,595.71 | \$ 1,637,791.42 |
| | \$ 25,061.41 | \$ 1,662,852.83 |
| Q4 2023 | \$ (301,894.24) | \$ 1,360,958.59 |
| | \$ 205,776.17 | \$ 1,566,734.76 |
| | \$ 60,378.85 | \$ 1,627,113.61 |
| Q1 2024 | \$ (777,332.72) | \$ 849,780.89 |
| | \$ 526,654.36 | \$ 1,376,435.25 |
| | \$ 155,466.54 | \$ 1,531,901.79 |
| Q2 2024 | \$ (1,133,911.58) | \$ 397,990.21 |
| | \$ 767,312.99 | \$ 1,165,303.20 |
| | \$ 195,782.32 | \$ 1,361,085.52 |
| Q3 2024 | \$ (420,753.86) | \$ 940,331.66 |
| | \$ 222,364.24 | \$ 1,162,695.90 |

BACKGROUND:

The District recognizes the importance of Water Reliability, which is supported in the Capital Improvement Plan and the adopted LHMP of 2020. Staff has consequently taken action to mitigate against the risk of natural hazards to District infrastructure. The Water Storage Reliability Project is one such project that will improve reliability by replacing and right-sizing the water storage tank site at pressure zone 9.

The Water Storage Reliability project is one of the District's top project priorities. On June 14, 2023 the District advertised an Invitation for Bids for the construction of the Water Storage Reliability project. The District received four bids, of which C.V. Larsen Co was the lowest apparent bidder.

As illustrated in the GHD Memorandum, District staff asks for direction in Award of this Contract, and in the materials choice of the tank.

Encl: GHD Recommendation to Award Water Storage Tank Reliability Project



Memorandum

August 02, 2023

| | | | |
|----------------|--|--------------------|-----------------|
| To | Hidden Valley Lake Community Services District | | |
| From | Michelle Davidson, GHD Steve McHaney, GHD | Tel | +1 707 443 8326 |
| Subject | Recommendation to Award Water Storage Tank Reliability Project | Project no. | 12586063 |

Introduction

The District wished to replace the existing aging redwood Unit 9 tank due to its age, seismic vulnerabilities, and other factors. The District also wanted the ability to expand storage capacity by providing a second tank at the Unit 9 site. GHD completed the design of the site grading, two new tanks and associated site piping, new fencing and other improvements.

Initially, it was recommended by GHD that stainless steel be used for the tank material as this type of tank provides very long term service with low maintenance. Although more expensive initially, stainless steel provides a lower overall lifecycle cost. Stainless steel has been commercially available in a reasonable timeframe for tanks and GHD had previously bid projects with stainless steel tanks that were procured in a timely manner. However, during the bidding process, it became clear that availability of stainless steel for tanks had recently shifted and now the lead time could be over a year. Based on consultations with District Staff, GHD eliminated the stainless steel option and revised the tank type to bid factor coated steel as well as glass fused to steel as alternates.

Factory coated carbon steel is the standard tank type and typically the least expensive option. Coated tanks require regular inspection and recoating every 15 to 20 years. Glass fused to steel is a process where a permanent glass coating is fused to the steel plates in a furnace in the factory. While somewhat more expensive than standard coated steel, glass fused to steel does not require recoating and has nearly the same longevity as stainless steel.

To provide the District with flexibility in awarding the final project, GHD developed the bid to include a base bid portion and four alternates. The four alternates encompassed one or two tanks for either coated steel or glass fused to steel. Based on past funding agency requirements, GHD also included a deductive bid item for the value of the redwood salvaged from the demolition of the existing tank. To low bidder was evaluated based on the Total of the Base Bid, plus the value of all four Alternates, minus the deduct for the salvaged redwood. This approach ensured that each bid value would count in terms of determining low bidder. To proceed, the District would award the Base Bid, plus one of the Alternates, minus the deduct amount.

Bid Results

Bids were opened at 2:00 p.m. via a Microsoft Teams Meeting. Five contractors submitted bids and the Total Bids (Base plus Additives minus Deduct) are summarized below:

| Bidder | Total Bid | Apparent Low Bidder |
|----------------------------|------------------|----------------------------|
| Dowdle and Sons Mechanical | \$5,599,999.00 | |
| Piazza Construction | \$9,415,000.00 | |
| C.V. Larsen Co. | \$4,288,492.00 | X |
| Stewart Engineering Inc. | \$7,904,488.00 | |
| CWS Construction Group | \$6,986,520.00 | |

As can be seen in the table above, C.V. Larson Co. is the apparent low bidder. GHD reviewed their bid proposal and they are deemed both responsive (They met the standard for filling out the bid forms and providing the required information) and they are responsible (They are appropriately licensed and are not disbarred). Therefore C.V. Larson Co. is the apparent low bidder and the District should proceed with executing a contract with them. The next step in the process is for the District to issue the Notice of Award to the selected contractor, the contractor then procures the required bonds and insurance, and then the District formally issues the contract and the Notice to Proceed which initiates the construction process.

To issue the Notice of Award and then the Contract, the District needs to select the Alternate bid item to be paired with the based bid. The table below presents a summary of the C.V. Larson Co. bid:

| | |
|---|--------------------|
| Base Bid | \$957,694 |
| A1. Tank 9A (1) 250,000 gallon Epoxy Coated Steel | \$495,161 |
| A2. Tank 9A and 9B (2) 250,000 gallon Epoxy Coated Steel | \$1,071,342 |
| A3. Tank 9A (1) 250,000 gallon Glass Fused to Steel | \$560,905 |
| A4. Tank 9A and 9B (2) 250,000 gallon Glass Fused to Steel | \$1,203,390 |
| Value of Redwood Lumber Salvaged From Deconstruction of the Existing Tank | \$0 |
| TOTAL BID | \$4,288,492 |

The District will need to commit sufficient from grants, loans, and/or District reserves to cover the cost of the base bid plus the selected Alternate. It is also recommended that the District plan for a contingency fund of at least 10% of the total anticipated award amount to cover unforeseen circumstances and changes during construction.

Due to the longevity of glass fused to steel and the relatively nominal cost increase over the coated steel, it is recommended that the District Select the glass fused to steel option if the District has the funding. The District also needs to determine if it is preferable to construct one tank or two. The District initially initiated this project with the goal of constructing two tanks. The site is designed for two tanks and so the District could construct one tank now and add one tank later. However, GHD expects future costs for the second tank to be higher due to the need for a separate contractor mobilization and likely material and labor cost increases. Therefore, if the District would like to construct two tanks, GHD recommends selecting the base bid and one of the two tank Alternate options.

Notice of Award Form

Attached is the Notice of Award Form that has been partially prepared with the Contractor's information. The District will need to finalize the form based on the selected Alternate. The Notice of Award should be formally authorized by the board including authorizing a signer on behalf of the board. It is also recommended that the board authorized the signer to execute the associated Contract and Notice to Proceed as soon as contractor has provided the required bonds and insurance.

Regards



Michelle Davidson
Project Manager



Steve McHaney
Senior Engineer

Attachments

1. Notice of Award

NOTICE OF AWARD

TO: C.V. Larsen Co
371 Lakeport Boulevard, Suite 312
Lakeport, CA 95453

PROJECT: HVLCSD Water Storage Reliability Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated August 2, 2023 and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of

_____ Dollars (\$
_____)

You are required by the Information for BIDDERS to execute the Agreement and furnish the required Contractor's certificates of insurance within ten (10) calendar days from the date this Notice is received by you.

If you fail to execute said Agreement and to furnish said INSURANCE within ten (10) calendar days from the date of receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____

Owner: Hidden Valley Community Services District

By: _____ Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

(Name of Contractor)

Dated this _____ day of _____, 20_____

By: _____ Title: _____

NOTICE OF AWARD

TO: C.V. Larsen Co
371 Lakeport Boulevard, Suite 312
Lakeport, CA 95453

PROJECT: HVLCSD Water Storage Reliability Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated August 2, 2023 and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of

Two million twenty-nine thousand thirty-six Dollars (\$
2,029,036)

You are required by the Information for BIDDERS to execute the Agreement and furnish the required Contractor's certificates of insurance within ten (10) calendar days from the date this Notice is received by you.

If you fail to execute said Agreement and to furnish said INSURANCE within ten (10) calendar days from the date of receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 15th day of August, 2023

Owner: Hidden Valley Community Services District

By: _____ Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

(Name of Contractor)

Dated this _____ day of _____, 20____

By: _____ Title: _____

NOTICE OF AWARD

TO: C.V. Larsen Co
371 Lakeport Boulevard, Suite 312
Lakeport, CA 95453

PROJECT: HVLCSD Water Storage Reliability Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated August 2, 2023 and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of

Two million one hundred sixty-one thousand eighty-four Dollars (\$
2,161,084.)

You are required by the Information for BIDDERS to execute the Agreement and furnish the required Contractor's certificates of insurance within ten (10) calendar days from the date this Notice is received by you.

If you fail to execute said Agreement and to furnish said INSURANCE within ten (10) calendar days from the date of receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 15th day of August, 2023

Owner: Hidden Valley Community Services District

By: _____ Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

(Name of Contractor)

Dated this _____ day of _____, 20____

By: _____ Title: _____

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: August 15, 2023

AGENDA ITEM: Authorize the GM to purchase stationary generators in support of the Backup Reliability Project.

RECOMMENDATIONS:

Authorize the GM to purchase stationary generators in support of the Backup Reliability Project.

FINANCIAL IMPACT:

| | |
|-----------------------------|--------------|
| July 2024: | \$372,717.00 |
| October 2024 reimbursement: | \$251,550.43 |
| Total District costs: | \$121,166.57 |

Staff recognizes that this agenda item occurs prior to the Capital Project Workshop scheduled for August 26th. Analysis of existing Capital Reserves and Water Use Fee trends confirms the affordability of this purchase.

BACKGROUND:

The District recognizes the importance of Water Reliability, which is supported in the Capital Improvement Plan and the adopted LHMP of 2020. Staff has consequently taken action to mitigate against the risk of natural hazards to District infrastructure. The Backup Power Reliability Project is one such project that will improve reliability by installing stationary power generators at critical water booster pump stations.

The Backup Power Reliability project is one of the District’s top project priorities. In December of 2022, GHD was awarded the contract for the Design, Plans and Specifications for the Backup Power Reliability Project. It has been GHD’s experience that generator procurement is experiencing extensive delays. In May of 2023, upon completion of the 60% plan set, (item 7 in their scope of work for the District) GHD reached out to generator manufacturers for quotes and delivery estimates. In their effort to secure at least three bids, they weren’t able to gather a full complete of manufacturers quotes until late July 2023. The earliest delivery date for the appropriate generators is estimated at

| Quarter | Tank 9 | Generators | Balance |
|---------|-------------------|-----------------|-----------------|
| | | | \$ 1,676,502.76 |
| Q3 2023 | \$ (125,307.05) | \$ (74,543.40) | \$ 1,476,652.31 |
| | \$ 86,595.71 | \$ 55,907.55 | \$ 1,619,155.57 |
| | \$ 25,061.41 | | \$ 1,644,216.98 |
| Q4 2023 | \$ (301,894.24) | | \$ 1,342,322.74 |
| | \$ 205,776.17 | | \$ 1,548,098.91 |
| | \$ 60,378.85 | | \$ 1,608,477.76 |
| Q1 2024 | \$ (777,332.72) | | \$ 831,145.04 |
| | \$ 526,654.36 | | \$ 1,357,799.40 |
| | \$ 155,466.54 | | \$ 1,513,265.94 |
| Q2 2024 | \$ (1,133,911.58) | | \$ 379,354.36 |
| | \$ 767,312.99 | | \$ 1,146,667.35 |
| | \$ 195,782.32 | | \$ 1,342,449.67 |
| Q3 2024 | \$ (420,753.86) | | \$ 921,695.81 |
| | \$ 222,364.24 | | \$ 1,144,060.05 |
| Q4 2024 | | \$ (298,173.60) | \$ 845,886.45 |

40-42 weeks. If approved, generator delivery will occur in July 2024. GHD recommends the District order the generators to save on costs, since a contractor will typically add mark-up to the cost to the District. Ordering the generators directly will also help speed the process of delivery.

The District's CalOES representative also confirms that it is appropriate to order generators as soon as possible.

Encl: GHD Generator Procurement Recommendation



Technical Memorandum

GHD July 28, 2023

| | | | |
|---------------------|--|--------------------|--|
| To | Alyssa Gordon, HVLCSD Dennis White, HVLCSD | Contact No. | 12597809 |
| Copy to | Steve McHaney, GHD Michelle Davidson, GHD Chris Richards, GHD | Email | Erick.osorno@ghd.com |
| From | Erick Osorno, GHD | Project No. | 12597809 |
| Project Name | PW-HVLCSD Design, Plans and Specs for Backup Power Reliability Project | | |
| Subject | HVLCSD Generator Procurement Recommendation Memorandum | | |

1. Introduction and Purpose

The purpose of this memorandum is to provide HVLCSD information so the District may proceed with the procurement of two generators associated with the Backup Power Reliability Project. The District decided to prepurchase the required generators directly from manufacturers due to delivery, schedule, and price advantages. On behalf of the District, GHD prepared and distributed a request for quotation and received quotes from BlueStar, CAT, Cummins, and Generac. Based on the quotes, customer service and manufacturers capabilities to meet Tier 4 emissions, **GHD recommends that HVLCSD purchase the Blue Star 400kW and 250kW generator sets.**

2. Generator Sizes

GHD has identified the minimum generator size for each location, based information described in the basis of design for this project.

Hartmann Rd. Main Water Treatment Plant:

- 400kW Generator Set to include a weatherproof sound attenuated enclosure and 72 hr. subbase fuel tank.

Greenridge Booster Pump Station:

- 250kW Generator Set to include a weatherproof sound attenuated enclosure and 48 hr. subbase fuel tank.

This Technical Memorandum is provided as an interim output under our agreement with Hidden Valley Lake CSD. It is provided to foster discussion in relation to technical matters associated with the project and should not be relied upon in any way.

3. Generator Specifications and Supplier Quotes

GHD prepared a list of materials and characteristics to specify the desired generator features and capacities. An example list that was used as a reference for the quote provided by Bay City Electric representing BlueStar is included as Attachment 1. A similar list of materials was provided to other manufacturers.

The resulting quotes from BlueStar, CAT, Cummins, and Generac are provided on additional attachments. Generator sizes may vary somewhat depending on generator manufacturer.

The attached quote from Bay City Electric (Blue Star) includes additional quotes for electrical equipment that are part of this project and quote for a 500kW generator set for reference only. Refer to page 1 of the attached document for 400kW and 250kW generator sets outlines in red.

The Attached Quote from Generac includes a single 500kW generator set which is currently the smallest size Generac can provide to meet T4 emissions.

Cummins and CAT currently do not have generators sets in the required sizes for this project that meet T4 emissions. Attached are quotes from CAT and Cummins with their available sets in Tier 2 and Tier 3 sets.

Please note that while the specified generators have some capacity for future additional load as noted in the basis of design report, increases based on unplanned significant expansions may create issues with the proposed generator in the future.

4. Next Steps

The next steps in the generator procurement process should begin with the District reviewing the supplier quotes and confirm the desired generator manufacturer. GHD would be happy to set up a meeting to review the supplier quotations and the District's final selection of the preferred manufacturer as well as follow up on procurement steps. Refer to drawings and specifications for this project prior to ordering. Feel free to reach out for any questions or comments.

This technical memorandum has been prepared by GHD for Hidden Valley Lake CSD. The matters discussed in this memorandum are limited to those specifically detailed in the memorandum and are subject to any limitations or assumptions specially set out.

Regards,



Erick Osorno
Electrical Engineer, PE

Attachments:

1. Examples Generator Materials and Characteristics
2. Example Bluestar Quote
3. Cummins Quote
4. Generac Quote
5. Cat Quote

Attachment 1

Generator Materials and Characteristics

Unit Model VD250-02FT4 Standby / Prime Emergency Stationary Standby

kWe Rating 250 kWe UL 2200 Listed Yes

Fuel Diesel CSA Approved Yes

EPA Tier 4 Final Paint Color White

Engine Model: Volvo TAD1371VE 250kW Standby Power Rating at 1800 RPM

Governor - Electronic Isochronous

Voltage: 480/277V 3 Phase 60 Hz 0.8 PF

Gen Model: Stamford S4L1D-D41 12 Lead Wired 480V 3 Phase High Wye 105°C Rise Over 40°C Ambient

Voltage Regulator: Stamford MX321 Automatic Voltage Regulator with PMG Excitation

Control Panel: Blue Star DCP7310 Microprocessor Based Gen-Set Controller

Mounted Facing Left from Generator End (Unless Specified Otherwise)

Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns

Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch

Control Panel Options:

Unit Color: White

Enclosure: Level 2 (Weather Proof Enclosure with Foam) Powder Coated 14 Gauge Steel

Rugged and Durable 200 MPH Wind Rated Enclosure

Pitched Roof for Increased Structural Integrity and Improved Watershed

Punched Intake with Baffle and Punched Exhaust Openings

Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges

Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)

Formed Steel Base with Mounting and Lifting Holes

Includes Vibration Mounts to Isolate Unit from Base Rail

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure

Cooling: Unit Mounted Radiator (50°C Ambient)

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base

Mainline Breaker: 400 Amp 100% Rated 3 Pole 600 Volt Breaker Mounted & Wired in a NEMA 1 Enclosure

Jacket Water Heater: Engine Block Heater 4000W 240VAC Rated for -20°F

Heater Installed with Isolation Valves and Wired to Terminal

Air Cleaner: Dry Single Stage

Air Restrictor Indicator: Installed in Air Filtration System

Silencer: SCR Catalyst / Silencer Mounted to Engine

Battery: 24 Volt System with Rack and Cables

Battery Charger: 24 Volt 5 Amp Mounted and Wired to Terminal

Fuel Tank: 48 Hour / 1080 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area

Double Wall Construction with Secondary Containment Standard

Includes: Supply & Return Connections, Fuel Level Gauge, Fuel Leak Switch and Fill & Vent Plumbing

OPTIONS: Tank to meet CA code

Factory Test: Standard Commercial Testing Includes:

Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF

Owner's Manual: Print Copy (Qty 1)

Warranty: 2 Year / 2000 Hour Limited

400kW

Unit Model VD400-02FT4 Standby / Prime Emergency Stationary Standby

kWe Rating 400 kWe UL 2200 Listed Yes

Fuel Diesel CSA Approved Yes

EPA Tier 4 Final Paint Color White

Engine Model: Volvo TAD1672VE 400kW Standby Power Rating at 1800 RPM

Governor - Electronic Isochronous

Voltage: 480/277V 3 Phase 60 Hz 0.8 PF

Gen Model: Stamford S4L1D-G41 12 Lead Wired 480V 3 Phase High Wye 105°C Rise Over 40°C Ambient
Voltage Regulator: Stamford MX321 Automatic Voltage Regulator with PMG Excitation
Control Panel: Blue Star DCP7310 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch
Control Panel Options: Deep Sea DSE890 MKII Webnet Gateway 4G
Unit Color: White
Enclosure: Level 3 (Sound Attenuated Enclosure) Powder Coated .090 Aluminum
Rugged and Durable 200 MPH Wind Rated Enclosure with Exhaust Hood
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Structural Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail
Sound Attenuation Foam: Sound Attenuation Installed in Enclosure and Exhaust Hood
Cooling: Unit Mounted Radiator (50°C Ambient)
Oil Drain Extension: Plumbed to Bulkhead Fitting in Base
Mainline Breaker: Optional Breaker Required
OPTIONS: C/B # 1 - 100A 3ph 80% rated
C/B # 2 - 600A 3ph 80% rated
Jacket Water Heater: Engine Block Heater 5000W 240VAC Rated for -20°F
Heater Installed with Isolation Valves and Wired to Terminal
Air Cleaner: Dry Single Stage
Air Restrictor Indicator: Installed in Air Filtration System
Silencer: SCR Catalyst / Silencer Mounted to Engine
Battery: 24 Volt System with Rack and Cables
Battery Charger: DSE 24 Volt 10 Amp Mounted and Wired to Terminal
Fuel Tank: 48 Hour / 1420 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area
Double Wall Construction with Secondary Containment Standard
Includes: Supply & Return Connections, Fuel Level Gauge, Fuel Leak Switch and Fill & Vent Plumbing
OPTIONS: Tank to meet CA code
Factory Test: Standard Commercial Testing Includes:
Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kWe and PF
Owner's Manual: Print Copy (Qty 1)
Warranty: 2 Year / 2000 Hour Limited

June 6, 2023



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KOHLER GENERATOR SALES - SERVICE - PARTS - RENTALS

To learn more, visit our website at www.BCEW.com

REFERENCE: Hidden Valley Lake
EMERGENCY GENERATOR SYSTEM
BCEW # 169068

Bay City Electric Works is pleased to offer the following Kohler generator system for your use on the referenced project. This proposal is in accordance with your verbal request. No written details, plans, or specifications were provided.

Major system components include:

~~One (1) UL2200 Listed Blue Star model VD550-02FT4 Tier 4 diesel powered generator set, rated for standby duty at 550 KW, 480 volt, 3 phase, 4 wire, 60 Hertz, 1800 PM, outdoor in weatherproof sound attenuated enclosure with 3000 gallon subbase diesel fuel tank rated for 72 hours at full load.~~

~~Generator price is\$ 238,118.00 (Tax Not Included)~~

One (1) UL2200 Listed Blue Star model VD400-02FT4 Tier 4 diesel powered generator set, rated for standby duty at 400 KW, 480 volt, 3 phase, 4 wire, 60 Hertz, 1800 PM, outdoor in weatherproof sound attenuated enclosure with 2130 gallon subbase diesel fuel tank rated for 72 hours at full load.

Generator price is\$ 215,418.00 (Tax Not Included)

One (1) UL2200 Listed Blue Star model VD250-02FT4 Tier 4 diesel powered generator set, rated for standby duty at 250 KW, 480 volt, 3 phase, 4 wire, 60 Hertz, 1800 PM, outdoor in weatherproof sound attenuated enclosure with 1080 gallon subbase diesel fuel tank rated for 48 hours at full load.

Generator price is\$ 157,299.00 (Tax Not Included)

REFERENCE:
BCEW # 169068
2 of 5

800 amp MTS Dual Breaker Docking Station – 480v, 3R with Kirk Key

Docking Station price is\$ 29,860.00 (Tax Not Included)

400 amp MTS Dual Breaker Docking Station – 480v, 3R with Kirk Key

Docking Station price is\$ 13,184.00 (Tax Not Included)

125 kW Freestanding load bank, 480v, 3R – 25 kW step resolution

125 kW load bank price is\$ 15,072.00 (Tax Not Included)

250 kW Freestanding load bank, 480v, 3R – 25 kW step resolution

250 kW load bank price is\$ 28,008.00 (Tax Not Included)

Jobsite inspection, initial startup, and initiation of warranty, by a Bay City Electric Works field technician during normal working hours Monday through Friday 7:00 a.m. to 4:00 p.m. Testing will utilize building load unless the specification states otherwise. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel to be done at the time of startup.

System Price: FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 7:00 a.m. to 4:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

AQMD/APCD Permit is not included. To be provided by others. Contact ProActive Consulting Group at 714-893-7900 for Permit application processing information and pricing.

Quotation Notes:

1. Applicable taxes have not been included.
2. 3% fee will be added to any payments made by credit card.
3. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
4. Any additional equipment required as a result of the local Air Quality permit application will be quoted separately. Air quality requirements are ever changing

13625 Danielson Street, Poway, CA 92064 (HQ)
8647 Helms Ave, Unit #100, Rancho Cucamonga, CA 91730
322 Lindbergh Avenue, Livermore, CA 94551
Phone – 866.938.8200 Fax – 619.938.8202

www.BCEW.com

and vary based on a number of factors like jobsite location and proximity to adjacent structures. BCEW is quoting the latest Tier compliant generators to meet State and Federal regulations unless otherwise noted. It is the customer or end users responsibility to obtain all permits related to the installation and operation of the equipment quoted herein. All permits must be obtained prior to installation of the equipment.

Many air jurisdictions are discussing changing the rules regarding emissions, tier levels, aftertreatment, etc. We are quoting based on the specifications and our current understanding of the application of the air jurisdiction's rules at the time of quote.

5. Some local AHJ's will require field inspections, additional testing, interconnection with a Fire Alarm system or BMS, or verifying functionality on certain components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover any and all potential testing that may be requested by AHJ's. We do our best to be an expert on all local requirements but we have a huge territory and requirements are ever changing. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the Consulting/Specifying Engineer to provide the required information to bid the project properly. Typically the testing/inspection does not require attendance by a BCEW technician but in certain instances it does. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly. Tank pressure tests are required in very few areas. These are not included and will be quoted on an as required basis unless they are listed in the specification and specifically listed on our quote.
6. All supplied fuel tanks will be certified UL142 unless specifically called out as UL2085. UL142 tanks are NOT fire rated or ballistic rated.
7. All power system studies, including short circuit analysis, protective device coordination and arc flash analysis and mitigation, are the responsibility of others-not included with this proposal.
8. Protective device calibration, testing (NETA) and setting of protective relays and CB trip units is the responsibility of others and not included with this proposal.
9. Fuel, initial fuel fill and fuel for testing is excluded.
10. No special lugs included in our quotes unless specifically identified on our proposal. You will receive the standard lugs for the provided breakers.
11. Prices quoted are not applicable for work subject to any state or federal prevailing wage requirements. We are an equipment supplier, not a subcontractor. Please contact your sales executive if prevailing wage still applies.
12. Quotation will be held firm for 30 days. This quote may be modified and/or rescinded by BCEW at its sole discretion unless the quote is accepted before the expiration date

13. If new tariffs or fees are imposed on certain materials after the submittal of this proposal, we reserve the right to adjust pricing if this quote is affected.

Terms and Conditions:

1. Terms of payment are net 30 days from factory shipment, upon approval of credit department.
2. Materials will be invoiced date of shipment from factory.
3. Acceptance of purchase order is based on materials quoted.
4. 1.5% per month on unpaid balance will be assessed if not paid within terms.
5. Terms for retention and liquidated damages will not be accepted.
6. The following charges may be assessed for cancellation of any order:
 - a. 10% of total order price if cancelled after we have provided submittals but prior to release for manufacture.
 - b. 25% of total order price if cancelled after release for manufacture, or if the equipment is already on order with the factory (Kohler paralleling switchgear is on order as soon as Submittals are requested).
 - c. 50% of total order price if cancelled less than 60 days prior to the scheduled shipment date.
 - d. 100% of total order price if cancelled after the equipment has shipped from the manufacturing plant.

Lead Times:

1. Most submittals can typically be provided within 2 to 3 weeks from receipt of your written hold for submittal approval (HFSA) Purchase Order. Custom enclosure drawings take 6 to 8 weeks minimum. Paralleling Switchgear Submittals are a minimum of 8 to 10 weeks.
2. Current factory lead-time for the generator is 40 - 42 weeks from written release for production. Leadtimes are estimated at time of quote and may vary at time of order.
3. Current factory lead-time for the MTS Docking Station is 26 – 28 weeks from written release for production. Leadtimes are estimated at time of quote and may vary at time of order.
4. Current factory lead-time for the load banks are 24 - 26 weeks from written release for production. Leadtimes are estimated at time of quote and may vary at time of order.

REFERENCE:
BCEW # 169068
5 of 5

We appreciate this opportunity to offer our equipment for your consideration. Please call if you have any questions or if I can help in any way. Bay City Electric Works wants to be your Generator System Supplier.

Best Regards,

Rob Matthew
Industrial Sales Executive
925 290 9422 cell
rmatthew@bcew.com

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance of this contract by Bay City Electric Works, to purchase and pay for the equipment, accessories, and service in accordance with the terms and conditions set forth above.

Company name: _____

Purchaser name and title (please print): _____

Purchaser signature: _____

Date: _____ Purchase Order # _____

Delivery Date Requested by Purchaser: _____

If a delivery date is not provided, BCEW will postpone the release of product orders with its respective vendors until the date is provided in writing. It is the sole responsibility of the Purchaser to provide a delivery date within the current factory lead times.

PLEASE INCLUDE PRELIM INFORMATION WHEN ISSUING A PURCHASE ORDER.

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8647 Helms Ave, Unit #100, Rancho Cucamonga, CA 91730
322 Lindbergh Avenue, Livermore, CA 94551
Phone – 866.938.8200 Fax – 619.938.8202
www.BCEW.com

July 11, 2023

Prepared by

Cordell Samai
 (279) 444-2738
 cordell.samai@cummins.com

We are pleased to provide you this quotation based on your inquiry.

| Item | Description | Qty |
|------|--|-----|
| 1 | DQDAA, Genset, Configurable Diesel U.S. EPA, Stationary Emergency Application 250DQDAA, Diesel Genset, 60Hz, 250kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Limited Range, 125/105C Steel Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Steel Fuel Tank - Sub Base, 1470 Gallon, UL142 Compliant Compliance - Fuel Tank, Florida Listing, ULC - S601 - 07 Fuel Tank - Dual Wall, Sub Base, 72 Hour Minimum Capacity Alarm - High Fuel Fill Fuel Water Separator Vent Extension - Fuel Tank, 5 Inch Diameter Control Mounting - Left Facing PowerCommand 2.3 Controller Relays - Genset Status, User Configured Stop Switch - Emergency Alarm - Audible, Engine Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Terminal Box-Low Voltage, Left-None Circuit Breaker - 400A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100% Load Connections Left Side-None Bottom Entry, Right Engine Governor - Electronic, Isochronous Engine Starter - 24 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator External Battery Charger - 12 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater - 120V, Single Phase Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - None, Base Mounted Housing | 1 |
| 2 | Battery Group 4D | 2 |
| 3 | Annunciator-Panel Mounted (RS485) | 1 |
| 4 | OTECC, OTEC Transfer Switch-Electronic Control: 600A OTEC600, Transfer Switch, PowerCommand, 600 Amp Listing - UL 1008/CSA Certification IBC Seismic Certification Application - Utility to Genset Cabinet - Type 3R Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 24V DC | 1 |

ADD 200A BREAKER OFFICE
 MTS
 AND 400A BREAKER
 FOR LOAD BANK

| Item | Description | Qty |
|------|--|-----|
| | PC40 Control Auxiliary Relay - 24 Volts DC Coil Auxiliary Relay - Switch in Emergency Position - 24 Volts DC Auxiliary Relay - Switch In Normal Position - 24 Volts DC Interface - Communications Network, MODBUS RTU Module Control Panel, Security Key Cover Transfer Switch Warranty - 1 Year Comprehensive | |
| 5 | Service - start up & testing on DQDAA (250 kW), OTEC transfer switch, Install battery, Group 4D training | 1 |

PRICE INCLUDES TRANSFER SWITCH

TOTAL: \$ 95,499.00

OPTIONS:

Adder for 2.0 hrs. load bank testing.....\$749.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

This quote was based on limited information and this package may or may not fit the owner's application. Installation, offloading, concrete pad, removal of existing equipment and fuel are by others. A genset platform & stairs (not included) may be required to access the control panel. Genset is equipped with a 1470 gallons subbase fuel tank which has a 74 hrs. min. run time. Vent extension will be shipped lose for installation by others. Load bank testing not included in startup. See adder above if required.

NOTES:

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

LEAD TIME:

Lead Time for Equipment: 44-45 weeks after submittal approval and release for production

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Robert Robbins, Territory Manager - Power Generation

robert.robbins@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, terms, document, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins,

as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks

for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as “stub-ups”, must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER’S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer’s warranty (“Warranty”) and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, “downtime” expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA’s standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner’s delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys’ fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the “Claims”), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins’ legal counsel at Customer’s expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS’ SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS’ LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER’S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER’S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer’s obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or

becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and

Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

July 11, 2023

Prepared by

Cordell Samai
 (279) 444-2738
 cordell.samai@cummins.com

We are pleased to provide you this quotation based on your inquiry.

| Item | Description | Qty |
|------|---|-----|
| 1 | DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz U.S. EPA, Stationary Emergency Application 450DFEJ, Diesel Genset, 60Hz, 450kW-Standby Rating Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Broad Range, 125/105C Steel Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Steel Fuel Tank - Sub Base, 2525 Gallon, UL142 Compliant Listing, ULC - S601 - 07 Alarm - High Fuel Fill Fuel Water Separator Control Mounting - Left Facing PowerCommand 2.3 Controller LCD Control Display Relays - Genset Status, User Configured Alarm - Audible, Engine Shutdown Relay - Alarm Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Circuit Breaker or Terminal Box, Left-None Circuit Breaker - 800A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690 100% Circuit Breaker or Entrance Box or Terminal Box, Left-None Bottom Entry, Right Engine Air Cleaner - Normal Duty External Battery Charger - 12 Amp, Regulated Engine Cooling - Radiator, 50C Ambient Shutdown - Low Coolant Level Coolant Heater - 208/240/480 Volts AC, Below 40F Ambient Temperature Genset Warranty - 2 Years Base Literature - English Packing - None, Base Mounted Housing | 1 |
| 2 | Round 5 Gal fill spill bucket | 1 |
| 3 | Annunciator-Panel Mounted (RS485) | 1 |
| 4 | Battery Group 8D | 2 |
| 5 | OTECC, OTEC Transfer Switch-Electronic Control: 600A OTEC600, Transfer Switch, PowerCommand, 600 Amp Listing - UL 1008/CSA Certification IBC Seismic Certification Application - Utility to Genset Cabinet - Type 3R Poles - 4 (Switched Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 24V DC PC40 Control Auxiliary Relay - 24 Volts DC Coil Auxiliary Relay - Switch in Emergency Position - 24 Volts DC Auxiliary Relay - Switch In Normal Position - 24 Volts DC Interface - Communications Network, MODBUS RTU Module Control Panel, Security Key Cover | 1 |

ADD 200A BREAKER OFFICE
 MTS
 AND 400A BREAKER
 FOR LOAD BANK

| Item | Description | Qty |
|------|---|-----|
| | Transfer Switch Warranty - 1 Year Comprehensive | |
| 6 | Vent extension (normal) 2" pipe. Shipped loose to be installed by others | 1 |
| 7 | Service - start up & testing on DFEJ (450 kW), OTEC transfer switch, Install battery, Group 8D training, install 5 gallons spill bucket | 1 |

PRICE INCLUDES TRANSFER SWITCH

TOTAL: \$ 127,339.00

OPTIONS:

Adder for 2.0 hrs. load bank testing.....\$998.00

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

This quote was based on limited information and this package may or may not fit the owner's application. Installation, offloading, concrete pad, removal of existing equipment and fuel are by others. A genset platform & stairs (not included) will be required to access the control panel. Genset is equipped with a 2525 gallons subbase fuel tank which has a 84 hrs. min. run time. Vent extension will be shipped lose for installation by others. Load bank testing not included in startup. See adder above if required.

NOTES:

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.

OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT (OSHPD)

OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued.

TRANSFER SWITCH WITHSTAND AND CLOSE RATINGS

Transfer switch(es), if included in this quotation, require a withstand and closing rating (WCR) capable of meeting the available upstream fault current (kAIC). The WCR may be based on a specific breaker rating or a time-based rating, and it is the responsibility of a qualified facility designer or engineer to verify compatibility. In the event that the proposed transfer switch(es) are not compatible, the transfer switch(es) will need to be re-quoted to ensure compatibility. A full listing of the WCR can be provided upon request and will be included as part of the submittal package.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal. Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to International Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.

Environmental Testing

Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

LEAD TIME:

Lead Time for Equipment: 44-45 weeks after submittal approval and release for production

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Robert Robbins, Territory Manager - Power Generation
robert.robbins@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins,

as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks

for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as “stub-ups”, must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER’S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer’s warranty (“Warranty”) and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, “downtime” expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA’s standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner’s delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys’ fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the “Claims”), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins’ legal counsel at Customer’s expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS’ SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS’ LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER’S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER’S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer’s obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or

becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and

Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Date: 6/06/2023

To: GHD

Attn: Forest Yllescas

Reference: SD500 T4

Energy Systems is pleased to offer the following proposal:

Scope of Supply:

T4 500kw / Standby Rated

- Level 2 Sound Enclosure
- Single unit with accessories as listed. (Std NFPA items)
 - Block Heater
 - Battery
 - 10A Battery Charger
 - 21light remote Annunciator
 - Remote Emergency Stop PB
- Single breaker 800A 100% LSI
- UL124 tank / 24 hour @ 75%
- Extended Fill and Vents

MAIN WWTP ADD 200A
BREAKER OFFICE MTS
AND 400A BREAKER
FOR LOAD BANK

Generator Pricing **\$ 272,075.00**

Start Up & Training included.

Optional Adders:

- 5 Gallon Spill Containment Included
- 12 Ft Tanks Vent Extensions Included
- On-site Tank Testing (prior to startup - dedicated trips)..... \$ 2,800

Shipping:

Estimated lead time from factory, excluding transit: 60 weeks ARO.

Scope Clarifications:

- Estimated Submittal Lead time: 5-7 business days.
- No equipment will be ordered without written release to proceed – price changes issued by the manufacturer after quotation validity and prior to release will be passed along to the customer.
- Pricing includes freight to site.

- If transfer switch needs to be shipped separately, additional freight charges will apply.
- Pricing for adders purchased separately from equipment will be assessed at time of purchase.
- Installation, fueling and termination of connections not included.
- The Energy Systems provided start-up checklist and supporting pictures must be received by Supplier two weeks prior to technician scheduling.
- All industrial products require a formal start up by a Generac factory certified technician.
- Pricing is based on work being completed during regular business hours.
- Load bank (if included) is resistive load.
- Training to be completed same day as start up. Additional charges will apply if a separate trip is required.
- Enclosure color is Generac Industrial grey. Custom colors can be quoted separately.
- Not included unless otherwise noted: equipment offloading, installation, fuel, permits, signage, taxes, exhaust system backpressure test, exhaust emissions test, infrared scanning, NETA testing, harmonic testing, concrete pad, anchoring, fuel pipe, exhaust pipe, pipe insulation, Building communication integration, license fees.

Other Terms and Conditions:

1. Offer Validity: 30 days.
Payment terms: 10% deposit due at time of order, balance invoiced at shipment with NET 30.
2. Credit is subject to approval by Energy Systems upon receipt of business credit application.
3. Incoterms: Ex Works factory with freight allowed to the jobsite, on a truck, curbside.
4. Manufacturer lead time to be confirmed upon approved release for production letter and receipt of a West Coast Energy Systems approved purchase order.
5. Equipment cannot be held by Energy Systems or its suppliers without prior written agreement.
6. Any sale of goods or services, and any extension of credit, is governed by and subject to West Coast Energy Systems' Terms and Conditions of Sales and Service ("Terms") located at <https://energysystems.com/terms-and-conditions-of-sale-and-service/> which is incorporated by reference. The Terms are subject to change at any time and you are advised to frequently re-review the Terms. Unless pursuant to a written agreement mutually executed by both parties, the Terms shall be binding upon the parties, and any other terms, communications or documents are to be disregarded and hereby expressly rejected.

Sincerely,

Nick Padilla

West Coast Energy Systems
(209) 292-1385

Thank you for the opportunity to propose new Caterpillar power equipment from Peterson Power Systems. Selecting Caterpillar equipment assures you of durable, reliable, and high quality products. Choosing Peterson assures you detailed customer service throughout the purchase, start up, and ownership process.

I am pleased to quote as follows:

| Item | Qty | Description | Unit Price | Ext. Price |
|------|-----|---|------------|------------|
| 1 | 1 | C9 250kW Outdoor packaged standby generator set 480V wye, three phase, 60hz, 1800 rpm, including: UL2200 IBC Seismic Certification EPA Certified for Stationary Emergency Use EPA Tier III GCCP 1.2 Control Panel NFPA 110 Local Alarm Panel Circuit Breakers 1 x 400 amps 100% Rated Breaker, LSI w/ aux contacts PMG Excitation Jacket Water Heater Anti-condensation alternator space heater DC Charging Alternator Starting Motor AC Battery Charger Starting Batteries w/ Rack Seismic Vibration Isolators (1) Remote Annunciator Module, 16 light, shipped loose (1) Remote E Stop shipped loose Package Genset Test Operation and Maintenance Manuals Freight: FOB Jobsite Off loading, crane, rigging and installation by others Fuel provided by others | 145,078.00 | 145,078.00 |
| | | | | |
| 1 | | Cat outdoor enclosure – CAT Sound attenuated enclosure level 2 71 dBA at 23' White painted enclosure | Included | Included |
| 1 | | Fuel Base Tank – Custom fuel tank Integral subbase fuel tank 1115 Total gallons - 48 hour run time 12' vent extensions provided - install by others | Included | Included |

ADD 200A BREAKER FOR LOAD BANK

Date: **July 14, 2023**

| | | | | |
|---|---|--|------------|------------|
| 2 | 1 | <p>C15 450kW Outdoor packaged standby generator set 480V wye, three phase, 60hz, 1800 rpm, including: UL2200 IBC Seismic Certification EPA Certified for Stationary Emergency Use EPA Tier III CAT Control Panel NFPA 110 Local Alarm Panel Circuit Breakers 1 x 800 amps 100% Rated Breaker, LSI w/ aux contacts PMG Excitation Jacket Water Heater Anti-condensation alternator space heater DC Charging Alternator Starting Motor AC Battery Charger Starting Batteries w/ Rack Seismic Vibration Isolators (1) Remote Annunciator Module, 16 light, shipped loose (1) Remote E Stop shipped loose Package Genset Test Operation and Maintenance Manuals Freight: FOB Jobsite Off loading, crane, rigging and installation by others Fuel provided by others</p> | 188,470.00 | 188,470.00 |
| | 1 | <p>Cat outdoor enclosure – CAT Sound attenuated enclosure level 2 74 dBA at 23' White painted enclosure</p> | Included | Included |
| | 1 | <p>Fuel Base Tank – Custom fuel tank Integral subbase fuel tank 2615 Total gallons - 72+ hour run time 12' vent extensions provided - install by others</p> | Included | Included |
| 4 | 2 | <p>Automatic Transfer Switch – CAT CG 600A, 480V, 3 Phase, 4 Pole Open Transition - No Bypass Mechanical Lugs Contactor mechanism type NEMA 3R</p> | 9,254.00 | 18,508.00 |

ADD 200A BREAKER OFFICE
 MTS
 AND 400A BREAKER
 FOR LOAD BANK

Date: **July 14, 2023**

| | | | | |
|--|---|---|-----------|-------------------|
| 5 | 2 | <p>Start Up, Testing, Freight and Commissioning Services - Generators</p> <p>Fuel tank pressure tested w/Fire Marshall during regular business hours Genset start-up, testing and commissioning services Performed during regular business hours Standard start up includes: interconnect wiring verification 2 hour, 1.0 PF Load Bank Test w/50' cable standard length Estimated freight of ATS ATS startup Fuel not included</p> <p>Training</p> <p>One 4 hours on site session w/ owner's representatives during regular business</p> | Included | Included |
| BASE BID – Subtotal F.O.B jobsite | | | \$ | 352,056.00 |

Optional Adders & Deducts

| Item | Qty | Description | Unit Price | Ext Price |
|------|-----|---|----------------------------|---|
| 1 | 1 | <p>Customer Value Agreement (CVA)</p> <p>* Annual Service coverage An Annual Service includes a full inspection of each unit and a full service, which includes; the replacement of engine oil, oil filters, and fuel filters. * Quoted for normal working hours (Mon-Fri am to 3:30pm) * Access to equipment is on ground level with 50 ft of Service Truck * Services are quoted for One Technician, 1mW and below * Travel is included within 30 miles of radius of Peterson Shop or dispatch location, including minimum fuel surcharge</p> <p>* Annual Services to include Peterson PM Checklist found on CAT Inspect App. * Includes pricing for Oil Samples in Annual Service pricing</p> <p>Important Note: Additional charges will apply for generator sets and engines located more than 50 ft from Peterson service truck or located on floors above or below the service truck. Additional charges will apply to a location more than 30 miles from Peterson Power facility.</p> <p>**Less Sales Tax**</p> | <p>ADDER: \$ 3,700</p> | <p>ADDER: \$ 3,700 Total price for both Gensets</p> |

Notes (N), Deviations (D), Exceptions (E):

Quoted to email received on June 19 2023

No formal plans or specifications provided for the generator sets at the time of quotation

Coordinated breakers not provided at time of quote

Fuel not provided

Dimensions: Estimated L x W x H of generator, enclosure and fuel tank assembly

| | Length | Width | Height |
|-------------|--------|-------|--------|
| 250kW - C9 | 226" | 81" | 116" |
| 450kW - C15 | 252" | 81" | 127" |

Weight: Estimated pounds of assembled generator, enclosure and fuel tank

| | |
|-------------|------------|
| 250kW - C9 | 13,000 lbs |
| 450kW - C15 | 20,000 lbs |

Equipment Available: Estimated weeks after submittal approval

| | |
|-------------|-------------|
| 250kW - C9 | 30-33 weeks |
| 450kW - C15 | 62-66 weeks |

Submittal Availability: Estimated 2-4 weeks

Freight: FOB Jobsite. Off loading, crane, rigging, and installation by others

Credit: Order subject to approval. Ten percent (10%) down with order, twenty five percent (25%) due at submittal approval, and sixty five percent (65%) due at delivery of equipment. Payment due net 30 days from date of invoice.

Standard Exclusions (unless expressly provided for in writing in the quote):

- All off engine piping, hangers, flanges, gasket, bolts, insulation, other materials and labor to install.
- Items noted are "shipped loose" for contractor installation including any required interconnecting piping or to customer connections.
- Permits: Any and all permit applications or costs including but not limited to local City, County, State and AQMD. Peterson Power will provide information as requested for use with permit application but assumes no responsibility or obligation to apply for or obtain subject permits. Peterson Power has provided equipment that to the best of our knowledge complies with all local, state and federal requirements.
- Testing: Any and all associated testing, inspection, equipment, and certifications requested or required to be performed by a third party including circuit breaker coordination, system commissioning or building load testing . Not limited to NETA testing, infrared scanning, harmonic content or other 3 party agency testing of switchgear, switchboards, protective relays, circuit breakers, arc flash studies and reactive load testing.
- Additional items that may be required by local utility for interconnection and parallel operation.
- Electrical, Mechanical, Civil, and Structural professional engineering and design services. Peterson is not responsible for systems design or engineering and does not guarantee system performance standards. Peterson will provide documentation and assistance to others responsible for engineering, design and performance.
- Engineering services other than supply of Peterson Power Systems standard drawings, equipment cut-sheets and controls per quoted scope of supply.
- Startup and Commissioning service charges other than as noted in the quoted scope of supply. Additional field or shop labor including travel costs to/from the jobsite will be quoted and charged separately at time of requested services.
- Balance of plant equipment, controls, and monitoring except as quoted.

Date: July 14, 2023

- All fuel system piping and equipment not limited to: supply, return, venting, vent extensions, flame arrestors, coolers, valves, pumps, filters, storage tank and senders external to the generator set package. All fuel for testing and initial fill and on site fuel tank pressure testing.
- Intake and exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound baffles, all off engine piping, connectors, labor, and coolant for remote cooling systems.
- All off engine wiring, field terminations of wiring, lugs and connectors.
- Mounting bolts and anchors.
- Environmental Protection Agency (EPA), local air quality district or Authority Having Jurisdiction (AHJ), including acoustical.
- All protective relay settings, breaker settings, PLC programing and all other device programming.
- Site specific labeling, exhaust back pressure, vibration analysis and airflow restriction.
- Any bonds, payment, or performance bond or other type of bond.
- Any application sales tax, permits, fees, or licenses.
- All items listed above are excluded and will only be supplied by Peterson Power Systems if agreed upon, in writing, by sales representative for Peterson.

Quote Term, Scope:

The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, or fuel, unless otherwise stated. This Quote / Proposal is subject to the Standard Commercial Terms and Conditions on the attached to this Quote/Proposal.

SPECIAL NOTE ON COMMODITIES COSTS

Due to the increasing cost of commodities, (steel and copper) Peterson is making the following changes to our terms effectively immediately. Quote validity is 14 days.

Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements.

Be assured that Peterson is working diligently to manage costs and lead times. Our entire staff is focused on managing our way thru these volatile times. Your sales rep or project manager is the best source for accurate up to the minute information.



Reference (Job Name): Hidden Valley Lake
Community

Quote #: 31229244

Revision: 0

Date: July 14, 2023

Thank you for considering Peterson Power Systems. Please contact me with any questions regarding this proposal.
I am available to discuss design and planning concerns with you.

Sincerely,

Konstantin Rehbein
PPSI Sales Rep
510-421-4288

Accepted By:

Signature

Date

Printed Name

Company Name

Purchase Order #

Standard Commercial Terms and Conditions

- 1 **Conditions.** These Terms and Conditions (collectively, "Terms") together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Peterson Power Systems, Inc. ("Peterson") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.
- 2 **Quote Term, Scope:** The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, fuel, or permits unless otherwise stated.
- 3 **Order and Delivery of Equipment.** Any and all references to dates or delivery are for planning and scheduling purposes only. No guaranty is stated or implied, retention and or back charges are expressly excluded. All orders for equipment are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Peterson will exercise commercially reasonable efforts to meet any performance dates set forth in the Agreement, but Customer understands and agrees that any such dates are estimates only and failure by Peterson to deliver any equipment by such date shall not be deemed a breach of the sales agreement. Company will have no liability for any loss associated with the delay in the delivery of equipment, additionally, Peterson will not be deemed in breach of its obligations under this Agreement or otherwise liable to Customer or any third party for any costs, charges, losses sustained or incurred by Customer or applicable third party for any delay in the delivery or equipment arising out of, caused by or in any way related or connected with any circumstances beyond Peterson's control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents (defined below), acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer.
- 4 **Customer's Obligations.** Customer shall comply with Applicable Law (defined below) in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the Agreement and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the equipment and each and all of them, subject to the Agreement, as stated or endorsed by Company or the manufacturer of such applicable equipment. Customer shall cooperate with Peterson in all matters relating to the sale and delivery by Peterson of the equipment. The representations and warranties of Customer under this Agreement, including, but not limited to, the foregoing, shall survive any expiration or termination of this Agreement.
- 5 **Cancellation; Charges.** If Customer cancels all or a portion of this Agreement after its release to Peterson, written cancellation notice is required.

| Calendar Days | Cancellation Schedule | Cancellation Charge |
|---------------|-----------------------|---------------------|
| From | To | Percent of Order |
| Order | 15 ARO | 5 |
| 16 ARO | 30 ARO | 10 |
| 31 ARO | 60 ARO | 20 |
| 61 ARO | 91 before RTS | 70 |
| 90 before RTS | On/after RTS | 90 |

ARO – After receipt of order, RTS – Ready to ship

Date: **July 14, 2023**

- 6 **Pricing:** Unless expressly provided for in writing on a quote, pricing for future orders is subject to change without notice. Unless otherwise stated pricing and risk of loss for purchased equipment is FOB Peterson's site. If purchased equipment is shipped FOB factory, pricing and risk of loss is the responsibility of the customer and any claims for shortages, damages, or delays must be made by Customer direct to the carrier.
- 7 **Taxes:** Customer will promptly pay to Peterson any taxes that Peterson is required to collect with respect to the purchase of the equipment or any amounts payable by Customer under the Agreement, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"). For any Taxes on which Customer claims exemption, Customer must provide Peterson with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer refuses or fails to provide an appropriate exemption certificate and supporting documentation, as determined by Peterson, Customer will remain liable for all such Taxes. Customer will indemnify, defend and hold harmless Peterson for any and all claim, loss or liability related to Taxes for the equipment. To the extent any taxing authority audits Peterson and assess any taxes related to this purchase, the Customer shall provide proper documentation to support that such taxes have been paid, and will be responsible for any unpaid assessments, interest, penalties, withholdings, defense cost and/or reimbursement to Peterson of defense cost.
- 8 **Freight:** Freight costs indicated in the Agreement/Quote are estimated and subject to change. Any delivery, shipping, installation or performance dates indicated in this Agreement/Quote are estimated and not guaranteed. Peterson shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned.
- 9 **Title, Risk of Loss:** Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.
- 10 **Inspection and Acceptance:** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Peterson within five (5) days from date of delivery after which time Equipment shall be deemed accepted. Peterson shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction. Customer may reject the Equipment (but shall protect the Equipment until returned to Peterson) or allow Peterson another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.
- 11 **Payment Terms, Credit, Retainage:** For Customers with an open credit account with Peterson, payments terms are 10% with order, 25% due at submittal approval, and 65% at delivery of material unless otherwise stated in the proposal. Payment due Net 30 from the date of invoice. For Customers who do not have an open credit account with Peterson, progress payments with full payment in advance may be required. Peterson may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold equipment until receipt of full payment then owing by Customer to Peterson, whether such outstanding obligation of Customer is for the equipment described on the reverse side or otherwise. If payment is not received when due, in an addition to any rights Peterson has under the law and charges that Peterson may levy against Customer under statute (including attorney fees and costs of collection), Peterson may charge customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Peterson prior to shipment.
- 12 **Invoice, Fees and Expenses:** Failure to notify Peterson in writing of any dispute regarding an invoice within thirty (30) days of receipt thereof will be deemed a waiver by Customer of Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.
- 13 **Bonds:** Cost for any required bid bond, payment and performance bond, or any other type of bond will be reimbursed to Peterson by Customer.
- 14 **Permits, Fees, & Licenses:** Cost for any permits, fees, and licenses are the responsibility of the customer and if paid for by Peterson, will be reimbursed to Peterson by Customer.
- 15 **Temporary Storage of Equipment Purchase:** Whereas Customer has purchased the equipment listed in this agreement from Peterson, and Customer has requested that Peterson provide storage for the equipment until such time as Peterson has the equipment delivered to their site, Customer will pay Peterson a monthly storage fee, and Exhibit A will be applicable and incorporated in these Terms.

Date: **July 14, 2023**

16 **Training, Startup Services, Installation:** Startup services, load bank testing, commissioning, and owner training are not provided, unless otherwise stated in the quote. Site startup services require customer's account be current and will be performed during regular Peterson business hours, Monday through Friday. Additional charges may be added for work requested to be done outside normal business hours, on weekends or holidays. One visit for startup is allowed unless specified otherwise in the quote. A minimum of two weeks prior notice is required to schedule site startup and subject to availability of startup technicians and prior commitments of equipment. A signed site check sheet confirming system readiness is required, including and not limited to; wire termination, fuel lines connected, fuel tank full, and exhaust system complete. Peterson personnel may perform an installation audit prior to startup being completed to assure system readiness for startup. Any issues identified by the installation audit may be corrected at the customer's expense prior to startup. Portable load banks for site test (if offered in the Quote) are equipped with only 50 feet of cable. Additional lengths may be arranged at an extra cost. Installation of equipment is performed by others and not included unless otherwise stated in the quote.

17 **Warranties:**

(a) **Equipment.** For new equipment purchased by Customer from Peterson, Customer understands and acknowledges that (i) Peterson is not the manufacturer of the equipment or any parts thereof; (ii) Peterson does not and will not have any liability or responsibility to Customer or any third party with respect to any warranty for the Goods, except that Peterson will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any claims Customer or its Agents may have with respect to the manufacturer's warranty shall be made solely against the manufacturer. Notwithstanding anything contained to the contrary in this Agreement, including this [Section 17\(a\)](#), Peterson makes no representation or warranty as to the equipment, its condition, purpose or use, or as to any manufacturer's warranty for such Goods.

(b) **Extended Protection or Coverage.** Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.

(c) **Disclaimer of Warranties.** Except as may be expressly described in the Agreement and these terms, company makes no warranty of any nature, scope or kind whatsoever hereunder. Peterson disclaims any warranty, express or implied, including, but not limited to, any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Peterson is neither a manufacturer of the goods or any parts thereof nor an agent of a manufacturer of such goods. Although Peterson may administer warranties issued by a manufacturer, Customer acknowledges and agrees that: (1) any express warranties by such manufacturer are not the responsibility of Peterson; (2) such manufacturer's warranty may contain limitations; and (3) Customer may incur certain repair, transportation or other charges by Peterson which are not covered by such manufacturer's warranty. Any warranty by Peterson shall be null and void and have no legal effect if Customer has failed to pay for the equipment at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Peterson.

18 **Limitation on Warranties:** Peterson expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness or a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Peterson. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to application guidelines; (b) normal wear and tear; (c) improper and/or unauthorized installation; (d) negligence, accidents or misuse; (e) lack of maintenance or unauthorized repair; (f) noncompliance with any Peterson published guideline or policy; (g) use of improper or contaminated fuels, coolant or lubricants; (h) improper storage before and after commissioning; (i) owners delay in making Equipment available after notification of potential equipment problem; (j) replacement parts and accessories not authorized by Peterson; (k) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or (l) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

19 **Limitation of Liability:**

Date: **July 14, 2023**

(a) IN NO EVENT SHALL PETERSON, ANY PETERSON ENTITIES, AFFILIATES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS OR SUCCESSORS OR ASSIGNS (collectively, "Company Party") BE LIABLE TO CUSTOMER, ITS AGENTS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.

(b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE SALE OR DELIVERY BY PETERSON OF THE GOODS, OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF PETERSON OR ANY COMPANY ENTITY OR THE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PETERSON OR ANY PETERSON PARTY ARISING OUT OF THIS CSA EXCEED THE LESSER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM OR TEN MILLION DOLLARS \$10,000,000.

(c) THE PARTIES AGREE THAT THIS SECTION 19 REPRESENTS A REASONABLE ALLOCATION OF RISK.

(d) THE PROVISIONS OF THIS SECTION 19 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

20 **Indemnification:** Neither Peterson nor any Peterson Party will be responsible for any loss or injury resulting from the condition of the Goods sold, including, but not limited to, any defects in the equipment or from the subsequent use of the equipment. Customer expressly agrees as a condition of the purchase and sale of the equipment that Customer will indemnify, defend and hold harmless Peterson and any applicable Peterson Party from and against any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder or asserted by any agent, contractor, employee, heirs, or successor or assigns of such owner or user or by any third party arising from the condition of the equipment, including but not limited to, any purported defect in the equipment or parts thereof, or by reason of the use of the equipment. Customer agrees to assume all responsibility in connection with the equipment upon delivery thereof to Customer or to a common carrier.

Customer shall indemnify and hold harmless Peterson and the Peterson Party from and against any and all losses, expenses, demands, and claims made against Peterson by Customer, its Agents, any subsequent owner or user of the equipment or any persons claiming under or through such persons because of injury or illness (including death), actual or alleged, whether caused by the sole negligence of Customer, its Agents, such subsequent owner or user or person claiming under or through such persons (the "Customer Parties"), the concurrent negligence of Peterson with Customer, or any Customer Parties arising from, resulting from, or in any way connected with the operation, maintenance, possession, use, transportation, or disposition of the equipment. Customer agrees to defend any suit action or cause of action brought against Peterson or the Peterson Party based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including reasonable attorney's fees in connection therewith or resulting therefrom.

21 **Force Majeure:** Peterson shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Peterson's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, Bankruptcy, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

22 **Privacy Statement:** Customer consents to the collection, use, retention and disclosure of information by Peterson and/or a Peterson Party in accordance with Peterson's Privacy Statement, which is posted on Peterson's website (as such statement may be revised from time to time), and agrees that such information may be accessed by Peterson or a Peterson Party and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

23 **Entire Agreement:** This Agreement and the exhibits and attachments hereto, represent and constitute the entire agreement between the parties, may only be amended in writing signed by both parties, and supersede all prior agreements and understandings with respect to the matters covered by this Agreement.

24 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

Date: **July 14, 2023**

- 25 **Severability:** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- 26 **Counterparts:** This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.
- 27 **Assignment:** Neither Party may assign, convey or transfer this Agreement, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Peterson may assign this Agreement or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Peterson or its parent company.
- 28 **No Waiver:** A waiver of any term, right or condition of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- 29 **Relationship of the Parties:** No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Peterson.
- 30 **Construction:** Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this Agreement and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this Agreement. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this Agreement, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement and that in the event of any ambiguity in any provisions of this Agreement, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.
- 31 **No Third Party Beneficiaries:** Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than Customer and Peterson any rights, remedies or other benefits under or by reason of this Agreement.
- 32 **Attorneys' Fees, Enforcement Costs and Expenses:** If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.
- 33 **Governing Law, Venue:**
- (a) This Agreement and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Peterson at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state. For agreements made or accepted by Peterson in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this Agreement. For agreements made or accepted by Peterson in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowlitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington.
- (b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.
- 34 **Survival:** Notwithstanding anything contained herein to the contrary, Sections 7, 17(c), 19, 20, 21, 22, 30, 32, 33, and 34 will survive any termination or expiration of this Agreement.



2235 Mercury Way
Suite 105
Santa Rosa CA 95407

707.543.8506 phone
530.756.7991 fax
westyost.com

August 2, 2023

SENT VIA: EMAIL

Dennis White
General Manager
Hidden Valley Lake CSD
19400 Hartmann Road
Hidden Valley Lake, CA 95467

SUBJECT: Proposal for Funding Support and On-Call SCADA Engineering Services

Dear Dennis:

West Yost is pleased to provide this proposal to Hidden Valley Lake Community Services District (HVLCSO) for services related to funding support and as -needed SCADA system implementation services.

BACKGROUND

West Yost was recently contracted to review HVLCSO's draft SCADA master plan, identify areas of the master plan that needed additional work, and develop a detailed project portfolio for implementation of new SCADA systems. West Yost has delivered the SCADA system and network project portfolio with a detailed implementation schedule.

SCOPE OF SERVICES

Per our recent discussion, we understand that HVLCSO is interested in applying for grants to begin the implementation of a new SCADA system and network and requires assistance in preparing applications for grant opportunities. The scope of services outlined in this letter proposal offers funding support related to HVLCSO's specific needs to develop new industrial control system hardware, software, and communications networks.

- Task 1. Project Management, Communications, and Kickoff Meeting
- Task 2. Grant Identification and Application Submission
- Task 3. As Needed Grant Support
- Task 4. As Needed- SCADA Implementation Services

Task 1. Project Management and Kickoff Meeting

Project management for funding applications consists of preparation of detailed work descriptions, monthly invoices, budget, schedule, and quality control.

The goal of this task is to develop funding applications for SCADA implementation. This work is initiated with a kickoff meeting via a video conference call to clarify our understanding of HVLCSO's project goals. We will finalize the agreed approach, scope, and schedule so that our work is aligned with HVLCSO's goals.

Task 1 Deliverables

- West Yost will provide kickoff meeting agenda and meeting notes

Task 2. Grant Identification and Application Submittal

Based on the SCADA project described during the kickoff meeting, West Yost will:

- Research and identify grant opportunities applicable to HVLCSD's SCADA implementation plan
- Review these grant opportunities with HVLCSD staff

Task 3. As-Needed Grant Support

The West Yost team will be available, as -needed, to gather additional information to better position HVLCSD for funding, fill out application forms, prepare technical documents to support applications, prepare cost estimates, format the application, attend State/Federal application -workshops, provide QA/QC on draft applications, and submit funding applications.

West Yost will support the needs of HVLCSD and limit impacts on HVLCSD staff. The submission of funding proposals is time -intensive and time -sensitive. The West Yost team will work closely with HVLCSD to meet funding deadlines.

The West Yost team can meet with State/Federal funding agencies and participate in regional meetings for or with HVLCSD.

Task 3 Deliverables

- West Yost will provide notes from funding related workshops that West Yost attends on behalf of the HVLCSD

Task 4. As Needed- SCADA Implementation Services

West Yost will provide SCADA design, implementation, and program management services to HVLCSD upon request. Services may focus on completing any or all of the tasks that will be included in the SCADA project portfolio and implementation plan.

Task 4 Assumptions

- West Yost will provide SCADA design, implementation services as requested by the HVLCSD up to the budget as shown for this task

Task 4 Deliverables

- West Yost will provide a list of deliverables to be developed in coordination with HVLCSD depending on the work requested

PROJECT BUDGET

The total estimated fee for the scope of services described above is \$78,050. A summary of the estimated fee and level of effort by task is shown in Table 1. West Yost will perform all work on a time -and -materials basis at the billing rate schedule provided in Attachment A. We will not exceed the estimated cost without written authorization from HVLCSD. If additional budget is required to complete the work identified herein, West Yost will request HVLCSD authorization prior to exceeding the budget.

| Table 1. Estimated Project Hours and Budget | | |
|--|-------------------------------|----------------------------------|
| Task | Level of Effort, hours | Estimated Budget, dollars |
| Task 1. Project Management and Kickoff Meeting | 34 | 8,000 |
| Task 2. Grant Identification | 40 | 8,110 |
| Task 3. As Needed Grant Application Support (2 Applications) | 200 | 41,940 |
| Task 4. As Needed SCADA Implementation Support | 65 | 20,000 |
| Total Project Hours and Budget | 339 | \$78,050 |

SCHEDULE

The proposed scope assumes a 6-month- duration beginning after receiving notice to proceed. Bi-monthly meeting dates will be set at the kickoff meeting.

Thank you for providing West Yost the opportunity to propose this work. We look forward to working with you on creating a strategy to secure funding for your important projects. Please call if you have any questions or require additional information.

Sincerely,
WEST YOST



Daniel Groves
Engineering Manager

Attachment A: West Yost 2023 Billing Rate Schedule

Attachment A

West Yost's 2023 Billing Rate Schedule

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*



| POSITIONS | LABOR CHARGES (DOLLARS PER HOUR) |
|---|-------------------------------------|
| ENGINEERING | |
| Principal/Vice President | \$338 |
| Engineer/Scientist/Geologist Manager I / II | \$319 / \$334 |
| Principal Engineer/Scientist/Geologist I / II | \$288 / \$307 |
| Senior Engineer/Scientist/Geologist I / II | \$259 / \$272 |
| Associate Engineer/Scientist/Geologist I / II | \$215 / \$231 |
| Engineer/Scientist/Geologist I / II | \$173 / \$201 |
| Engineering Aide | \$101 |
| Field Monitoring Services | \$125 |
| Administrative I / II / III / IV | \$92 / \$115 / \$138 / \$152 |
| ENGINEERING TECHNOLOGY | |
| Engineering Tech Manager I / II | \$332 / \$334 |
| Principal Tech Specialist I / II | \$305 / \$315 |
| Senior Tech Specialist I / II | \$279 / \$291 |
| Senior GIS Analyst | \$252 |
| GIS Analyst | \$239 |
| Technical Specialist I / II / III / IV | \$178 / \$203 / \$228 / \$254 |
| Technical Analyst I / II | \$128 / \$152 |
| Technical Analyst Intern | \$103 |
| Cross-Connection Control Specialist I / II / III / IV | \$133 / \$144 / \$162 / \$180 |
| CAD Manager | \$201 |
| CAD Designer I / II | \$156 / \$176 |
| CONSTRUCTION MANAGEMENT | |
| Senior Construction Manager | \$322 |
| Construction Manager I / II / III / IV | \$197 / \$211 / \$224 / \$283 |
| Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1) | \$172 / \$191 / \$213 / \$221 |
| Apprentice Inspector | \$156 |
| CM Administrative I / II | \$83 / \$112 |
| Field Services | \$221 |

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2023 Billing Rate Schedule

(Effective January 1, 2023 through December 31, 2023)*



Equipment Charges

| EQUIPMENT | BILLING RATES |
|--|---------------|
| 2" Purge Pump & Control Box | \$300 / day |
| Aquacalc / Pygmy or AA Flow Meter | \$28 / day |
| Emergency SCADA System | \$35 / day |
| Field Vehicles (Groundwater) | \$1 / mile |
| Gas Detector | \$80 / day |
| Generator | \$60 / day |
| Hydrant Pressure Gauge | \$10 / day |
| Hydrant Pressure Recorder, Impulse (Transient) | \$55 / day |
| Hydrant Pressure Recorder, Standard | \$40 / day |
| Low Flow Pump Back Pack | \$135 / day |
| Low Flow Pump Controller | \$200 / day |
| Powers Water Level Meter | \$32 / day |
| Precision Water Level Meter 300ft | \$30 / day |
| Precision Water Level Meter 500ft | \$40 / day |
| Precision Water Level Meter 700ft | \$45 / day |
| QED Sample Pro Bladder Pump | \$65 / day |
| Stainless Steel Wire per foot | \$0.03 / day |
| Storage Tank | \$20 / day |
| Sump Pump | \$24 / day |
| Transducer Components (per installation) | \$23 / day |
| Trimble GPS – Geo 7x | \$220 / day |
| Tube Length Counter | \$22 / day |
| Turbidity Meter | \$30 / day |
| Vehicle (Construction Management) | \$10 / hour |
| Water Flow Probe Meter | \$20 / day |
| Water Quality Meter | \$50 / day |
| Water Quality Multimeter | \$185 / day |
| Well Sounder | \$30 / day |



Hidden Valley Lake Community Services District

Water Reliability Capital Projects

Workshop Narrative



Workshop Narrative

Table of Contents

| | |
|-------------------------------------|----|
| Table of Figures | 1 |
| Executive Summary | 2 |
| Tank 9 | 3 |
| Costs..... | 3 |
| Timeline..... | 3 |
| Tank Size..... | 4 |
| Tank Material | 4 |
| Alternative Options | 4 |
| Generators | 7 |
| Costs..... | 7 |
| Timeline..... | 8 |
| Generator Specifications..... | 9 |
| Alternative Options | 9 |
| Tank 4 & Wellheads | 11 |
| Costs..... | 11 |
| Timeline..... | 11 |
| Tank Size..... | 12 |
| Tank Material | 12 |
| Wellheads..... | 13 |
| Defensible Space | 13 |
| Alternative Options | 13 |
| Mainlines Planning | 16 |
| Costs..... | 16 |
| Timeline..... | 16 |
| Deliverables..... | 16 |
| Conclusion | 18 |

Table of Figures

| | |
|---|----|
| Figure 1 - Tank 9 Project costs..... | 3 |
| Figure 2 - Tank 9 Pressure Zone | 5 |
| Figure 3 - Generator Project Vicinity Map | 7 |
| Figure 4 - Generators Project Costs..... | 8 |
| Figure 5 - Tank 4 and Wellheads Project Costs | 11 |
| Figure 6 - Tank 4 downslope | 12 |
| Figure 7 - Tank 4 Valley Fire..... | 14 |



Figure 8 - Mainlines Planning Project Costs..... 16

Executive Summary

The District is facing a significant financial decision. The five-year rate structure enacted in 2020 , for the first time in many years, acknowledged the urgent need for Capital Expenditure. Now, in 2023, in the wake of the pandemic crisis, supply chain challenges are still impacting the delivery date of equipment purchases. Double-digit inflation has also impacted the cost of doing business. Costs have increased in both the engineering and construction space, beyond the anticipated inflation rates of 3-4% built into the 2015 & 2020 rate structure¹.

Staff was able to secure grant funding in 2022 to offset the costs of four infrastructure projects. The cost estimates, however, were based on pre-pandemic prices. These four infrastructure projects remain a priority to the Board of Directors, as evidenced by their monthly appearance in the BOD meeting’s Agenda.

NHA Advisors has supported the District on a number of occasions, from their assistance with the development of the 2020 rate study, to the securing of underwriters and bond counsel for the current bond financing request. A net revenue bond issuance will allow these critical infrastructure projects to continue by banking on the revenues of the future to pay for the construction in the present. The bond is structured to last for as long as the useful life of the projects it is funding.

The following pages provide an in-depth view of each of these projects. Individual project pages will include categories that explain costing, timelines, unique characteristics and complexities, and alternative scenarios. Based on Director’s input, staff has developed this report to inform, and help frame the importance of following through with these projects. Years of deferred maintenance, coupled with the devastating effects of extreme climactic events is shining a spotlight on the District and this important decision.

Staff wishes to arrest the impression of “kicking the can down the road”, and address the costs associated with these projects. It is the staff’s intent to show that the community benefits of affordability and safety outweigh the cost of a net revenue bond.

There are currently four projects receiving funding from the Hazard Mitigation Grant Program (HMGP). One of these projects, Tank 9 is also funded by the California Department of Water Resources (DWR). The following pages provide details on project status. These details include data and figures that are known, as well as engineer’s estimates for events or costs that are not yet known.

¹ NBS Rate Study 2015



Workshop Narrative

Tank 9

Costs

In response to the Director’s request, the following image summarizes key financial aspects of the Tank 9 project.

| Key Costs, Awards & Commitments | | | | |
|---------------------------------|----------------------------------|-------------------------|---------------------|-------------------------------|
| | Design Contract | \$ | 244,212.93 | |
| | Construction Management Contract | \$ | 256,700.00 | |
| | Construction Contract | \$ | 2,377,192.40 | * Lowest apparent bidder, ECS |
| | Total Project Amount | \$ | 2,878,105.33 | |
| | Awarded Amount (HMGP & DWR) | \$ | 1,849,655.25 | * Increase requested, TBD |
| | CSD Match Commitment | \$ | 1,028,450.08 | * Increase requested, TBD |
| Year | Month | Labor | Contract | Total |
| | Pre-Award | \$ | 19,076.17 | \$ |
| 2022 | July | \$ | 1,874.04 | \$ |
| 2022 | August | | | \$ |
| 2022 | September | \$ | 1,271.67 | \$ |
| 2022 | October | \$ | 149.62 | \$ |
| 2022 | November | \$ | 986.25 | \$ |
| 2022 | December | \$ | 149.62 | \$ |
| 2023 | January | \$ | 397.54 | \$ |
| 2023 | February | \$ | 1,687.50 | \$ |
| 2023 | March | \$ | 550.60 | \$ |
| 2023 | April | \$ | 880.80 | \$ |
| 2023 | May | \$ | 1,578.10 | \$ |
| 2023 | June | \$ | 11,165.30 | \$ |
| 2023 | July | \$ | 1,735.08 | \$ |
| | | Total Expenses: | | \$ |
| | | Remaining Costs: | | \$ |

Figure 1 - Tank 9 Project costs

* Staff has requested an increase in funding from HMGP. While not yet obligated, CalOES has earmarked an additional \$619,916.04 for the District

Timeline

The Tank 9 project was awarded funding on May 18, 2022. The deadline to complete this project is August 4, 2024. Engineer’s estimated schedule indicates construction to begin in Q4 23, and construction completion to be in Q3 24. August 4, 2024 is within that quarter. New information, however, has revealed an unprecedented delay in the arrival of the recommended tank material. Delivery of a



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stainless-steel tank was estimated at 75 weeks. GHD's recent invitation to bid offered bidders to quote on alternative tank materials to reduce potential delays. Staff recently requested an extension of six months but was denied, due to the limitations of FEMA's Period of Performance (POP) on disaster 4382 funding.

*If construction is not completed by the funding program's deadline, future reimbursement requests will not be honored.²

Tank Size

Both engineering firms, Coastland and GHD agree that in order to meet demand for the residences in that pressure zone, and to have sufficient fire-flow, 2 tanks at approximately 250,000 gallons each provides the best algorithm for water supply. The most affordable way to meet that demand is to keep the height of the tanks the same, so the District doesn't have to upgrade a booster pump station as well as a tank storage site. Another problem the two tank solution resolves is the lack of redundancy.

*If only one tank is constructed, the project has not met the original goal of fire projection, and water supply

Tank Material

The best and cheapest solution is the material that will last over the useful life of the tank. Engineers use a costing method called life-cycle cost, that includes the cost of maintenance over the life of the tank, as well as the material that is used to build the tank. A cheaper tank material typically means more maintenance is required during the life of the tank. That is why stainless steel was originally recommended by GHD. The maintenance costs are negligible. Due to its popularity, however, this material delivery date is 75 weeks. The lowest bidder provided these cost estimates:

Glass Fused Steel*
\$2,377,192.40

Epoxy Coated Steel*
\$2,231,939.60

*Includes GHD's recommended 10% contingency

Alternative Options

The options below examine the risks involved in foregoing bond financing.

Scenario 1: Don't do the project

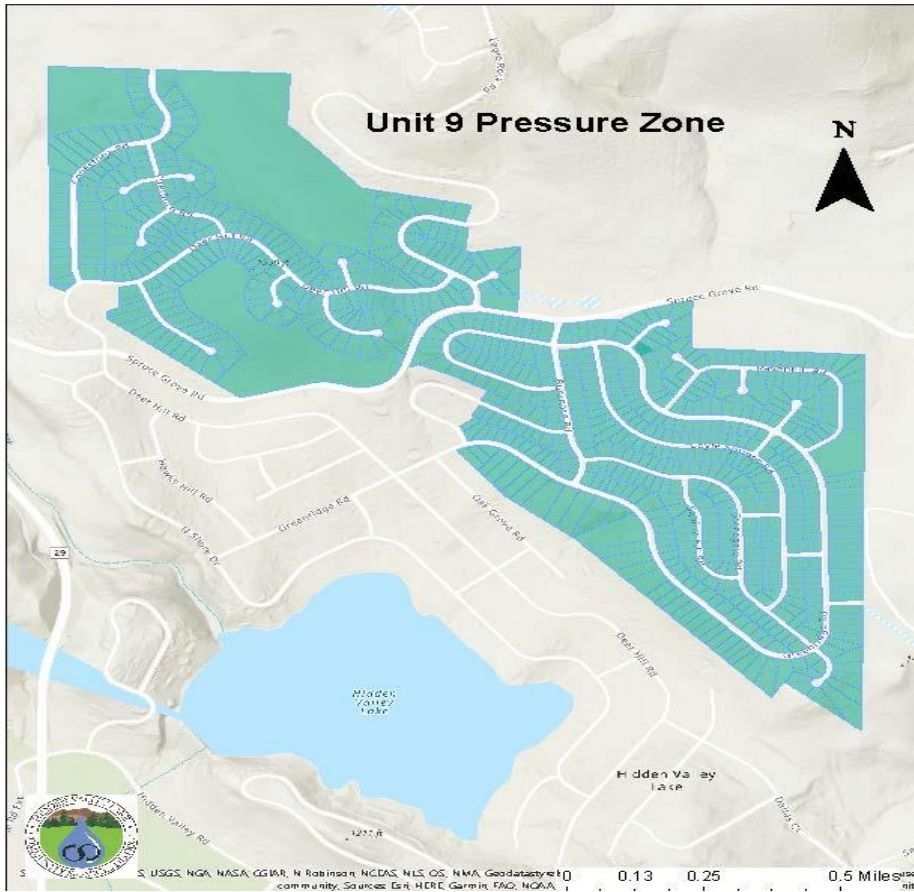
If the project is not done, the existing risks that warranted federal funding in the first place would not be addressed. The wood-boring bees, other pests, and wood erosion are causing the District to waste not only the water, but are wasting the costs to treat the water, and the costs to pump the water. Back in 2018, staff had already considered this situation to be dire when the grant application was written. After

² Expense Tracking Forecast Cell **W7**



Workshop Narrative

the Valley Fire, there have literally been sleepless nights worrying about what would happen when Tank 9 finally collapses. A collapse could be precipitated by a number of events, including wildfire. A tower of



water coming from just above Conestoga trail would pose an immediate threat to life and health to those immediately below the tank. People would get hurt, and properties damaged. Over the longer term, a tank collapse would mean no water could be delivered to anyone above Oak Grove Road and Spruce Grove Road. Emergency response to a tank collapse is significantly more expensive than a planned improvement. First the District would need to build a temporary tank farm so that the 40% of
Figure 2 - Tank 9 Pressure Zone

residents at the higher elevations would have immediate access to water. Once this temporary access is provided, the permanent tank would need to be designed, a construction contract procured, and tank materials ordered. This thought process was the basis behind the Benefit Cost Analysis that is required for any HMGP application.³

Scenario 2: Line the existing tank

Lining a redwood tank is a maintenance task designed to extend the life of the tank. This would cost the District ~\$60,000. Tank lining professionals estimate this can extend the useful life of a storage tank by ~20 years. What a tank lining would not do is change the outside material of the tank. It is still made out of wood and can still burn. Lake County, and undoubtedly the South Lake County region is known as

³ Full BCA Technical Memo



Workshop Narrative

ground zero when it comes to natural disasters. In fact, CalOES has characterized the area as falling within the 98th percentile of fire risk.⁴ Coupled with the fact that this wooden tank is located on the perimeter of a densely populated area, bordering open space, the lining of this tank would not reduce its vulnerability to wildfire. The unique position between open space and densely populated areas is also known as a wildland urban interface (WUI), which was also highlighted in the grant application, and is a widely known justification for mitigation. Ignoring the fact that this is a wooden tank and is located in a particularly vulnerable spot could be considered irresponsible.

Scenario 3: Build one tank now, and wait to build the second tank

Inflation happens, prices go up. From the time period of 2019 to 2022, some aspects of this project have risen in price 3-fold. COVID changed the world economy, and in its wake brought about double-digit inflation. While it may be challenging to predict prices in the future given our experience of the immediate past, a longer-term look at inflation reveals 3-4% is a more accurate estimate of where our economy is going. Nonetheless it is safe to say prices will go up. The net present value of today's project will be more expensive if the second tank is built later.

Another consideration of building the second tank later is again the area's risk of wildfire, and water demand. Building one tank will eliminate the wildfire risk of a wooden tank catching fire, but the algorithm of how much water is needed for demand and fire-flow have still not been met. A wildfire traveling east into the community will not be stopped by one tank of water, which is why fire-flow calculations are so crucial in sizing the tank.⁵ The District would also be continuing to waste money on pumping costs, because the tank size does not meet the demand of the zone it services. As it stands now, and would continue, water would have to be pumped way higher than it should, to an elevation 1000' higher than households, and flow down from the Little Peak tank to eventually reach residents in pressure zone 9.

Scenario 4: Build the tanks, but don't do the vegetation management

In order to be funded by the HMGP, vegetation management is a requirement.⁶ Staff has attended seminars where the defensible space concept has been discussed. The funding agency, as part of its analysis and selection process assesses an applicant's commitment to the mitigation. If an applicant is wanting federal funds to build a tank but is not willing to create and maintain a defensible perimeter, the perception is that the applicant may not have the long-term commitment of mitigation necessary to protect its infrastructure. Because of the slope of the land, the density and type of vegetation at the Tank 9 site, Coastland's interpretation of defensible space which is also shared by GHD, is that 23 trees must be removed to protect the newly built tanks. The concept of reducing combustible materials is expected to extend beyond the tank, and into the lands that surround that tank.

⁴ <https://www.arcgis.com/apps/dashboards/3c78aea361be4ea8a21b22b30e613d6e>

⁵ Tank Sizing Memo

⁶ https://www.fema.gov/sites/default/files/documents/fema_wf4-mitigation-funding-opportunity-defensible-space_02.2021.pdf



Workshop Narrative

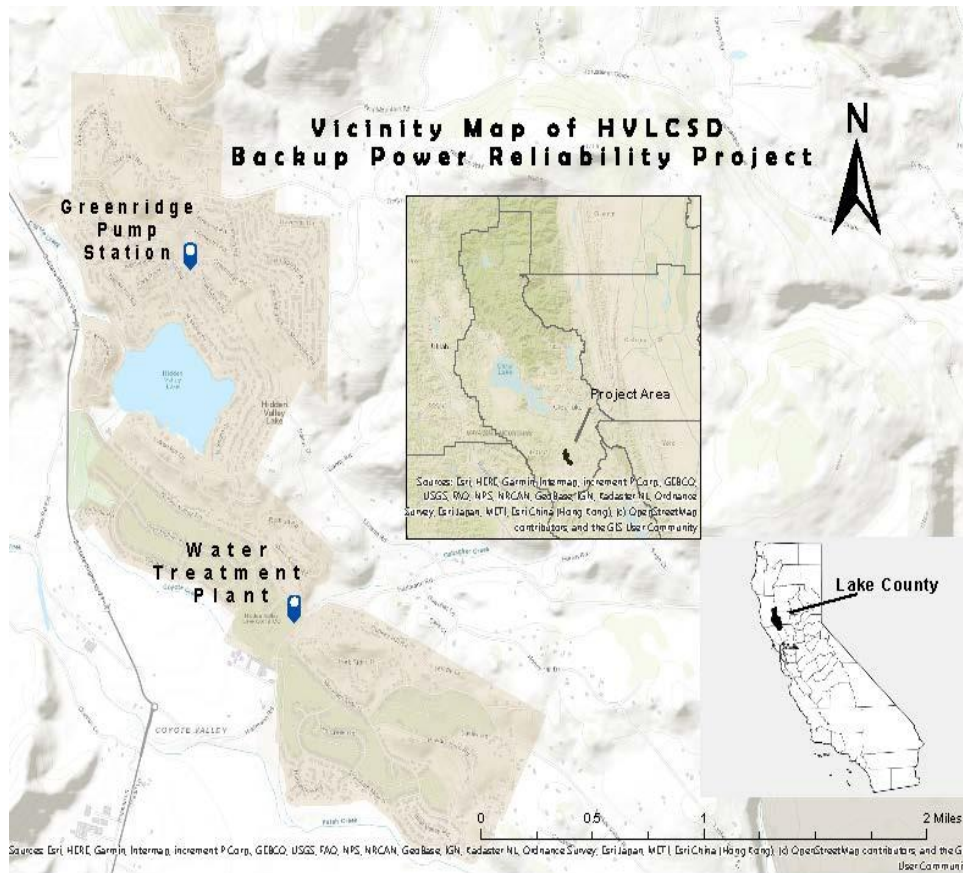


Figure 3 - Generator Project Vicinity Map

Generators

Costs

In response to the Director's request, the following image summarizes key financial aspects of the Generators project.



Workshop Narrative

| Key Costs, Awards & Commitments | | | | |
|---------------------------------|----------------------------------|-------------------------|--------------|---|
| | Design Contract | \$ 166,158.46 | | |
| | Construction Management Contract | \$ 180,560.00 | | * Estimate, TBD |
| | Construction Contract | \$ 1,478,317.00 | | * Engineer's estimate, Manufacturer's estimate, TBD |
| | Total Project Amount | \$ 1,825,035.46 | | |
| | Awarded Amount | \$ 1,041,527.40 | | * Increase 3/31/23, Includes SRMC |
| | CSD Match Commitment | \$ 783,508.06 | | |
| | | | | |
| Year | Month | Labor | Contract | Total |
| 2022 | September | \$ 370.62 | | \$ 370.62 |
| 2022 | October | \$ 535.44 | \$ 300.00 | \$ 835.44 |
| 2022 | November | \$ 870.09 | | \$ 870.09 |
| 2022 | December | \$ 535.44 | | \$ 535.44 |
| 2023 | January | \$ 216.84 | | \$ 216.84 |
| 2023 | February | \$ 72.28 | | \$ 72.28 |
| 2023 | March | \$ 144.54 | \$ 2,963.53 | \$ 3,108.07 |
| 2023 | April | \$ 477.10 | \$ 7,945.90 | \$ 8,423.00 |
| 2023 | May | \$ 844.10 | | \$ 844.10 |
| 2023 | June | \$ 660.60 | \$ 35,311.30 | \$ 35,971.90 |
| 2023 | July | \$ 2,256.28 | \$ 19,036.87 | \$ 21,293.15 |
| | | Total Expenses: | | \$ 72,540.93 |
| | | Remaining Costs: | | \$ 1,752,494.53 |

Figure 4 - Generators Project Costs

Timeline

The Generators project was awarded funding on August 10, 2022. The deadline to complete this project is February 10, 2024. Engineer’s estimated schedule indicates construction to begin in Q4 23, and construction completion to be in Q3 24. February 10, 2024 is in Q2 24. Staff submitted a request for extension in June of 2023, when GHD had issued their 60% design documents. The initial response from CalOES was skepticism. Staff again issued a revised extension request in late July 2023 once GHD had completed their 90% documents and received delivery estimates from manufacturers. Delivery estimates from the only manufacturers that could exactly match the request puts the generator equipment arrival at 40-42 weeks. If ordered in mid-August, as per the recommendation of GHD, the equipment would arrive in mid-June – July. This request was approved, but only until the end of the overall Period of Performance, which is 7/30/24.⁷

*If construction is not completed by the funding program’s deadline, future reimbursement requests will not be honored.⁸

⁷ 8-10-23 Email Overall POP extension

⁸ Expense Tracking Forecast Cell T8



Workshop Narrative

Generator Specifications

GHD's generator recommendation takes a 3-pronged approach. It encompasses a long-term vision to the viability of the equipment, the emerging standards of "equipment tiers", rising costs, and exacerbating effects of climate change.

- GHD recommends the procurement of a Tier 4 generator. This is the highest Tier of generator, and has more strict emissions requirements, but will allow the District greater flexibility in the use of this generator, like demand response events.
- Electricity costs are on the rise, with California far outpacing the rest of the US in the cost per kWh.⁹ The generator solution GHD has provided will allow the District to recoup some electrical costs during demand response events. In the event of a longer-term disruption of electrical services, operators also have the ability to turn off the generator at night.
- GHD understands the financial significance of a stationary generator and would not want the District to incur significant costs later if standards or environmental conditions demand an upgrade. The generator and peripheral equipment in their Basis of Design¹⁰ reflects their professional opinion of a backup power solution that is designed to last. The emissions level of this equipment acknowledges the spirit of the California Air Resources Board regulations. The load bank recommendations ensure the generator will realize its potential for a long and purposeful useful life. While the future is largely unknown, extreme climactic events that interrupt conventional power supply (heat, drought, wildfire) appear to be the new norm.

Alternative Options

The options below examine the risks involved in foregoing bond financing.

Scenario 1: Don't do the project

If the project is not done, the existing risks that warranted federal funding in the first place would not be addressed. The risks of electrical service disruption is a very real and present danger. The Diablo wind events of late summer/early fall bring about "red flag days". Low humidity, high winds, and no rain for months are a concern for everyone, including the electrical grid provider, PG&E. In order to protect their equipment, PG&E will turn off electricity when the danger of wildfire is the highest. Since the District does not have backup power generation at its water booster pump stations, the community of Hidden Valley Lake is most vulnerable to fire during a de-energization event. It has been observed that historical de-energizations that have affected Hidden Valley Lake did not address wind events local to Hidden Valley Lake, but a "wind polygon" farther down the distribution line.¹¹

Public Safety Power Shutoffs typically provide some level of advanced notice to essential services entities like the District. Given the expected/estimated duration of outage the District would be faced with the decision to top off the water storage tanks, ask for conservation from its ratepayers and hope for the best, or, secure temporary backup generators from a dwindling number of benefactors, and an ever-rising price. There are some entities willing to rent their generators because they are typically needed

⁹ <https://quickelectricity.com/cost-of-electricity-per-kwh-by-state/>

¹⁰ GHD Basis of Design

¹¹ 2019 Fire History of Lake County



Workshop Narrative

during flood events in the Sacramento Valley. Because the Diablo wind events occur so close to the end of the dry season, and fire season seems to extend into the fall months, “spare” generators may not be available.

Scenario 2: Only do one generator

Inflation happens, prices go up. From the time period of 2021 to 2023, project costs have risen 55%. COVID changed the world economy, and in its wake brought about double-digit inflation. While it may be challenging to predict prices in the future given our experience of the immediate past, a longer-term look at inflation reveals 3-4% is a more accurate estimate of where our economy is going. Nonetheless it is safe to say prices will go up. The net present value of today’s project will be more expensive if the second generator is built later.

Another consideration of building the second generator later is again the area’s risk of de-energization events. With one generator, a loss of electricity still exposes a part of the community. There will still be one booster pump station without power. The District will then be faced with the same choice only on a smaller scale. Who will make the choice of which part of the community is safer from wildfire than another?



Workshop Narrative

Tank 4 & Wellheads

Costs

In response to the Director’s request, the following image summarizes key financial aspects of the Tank 4 & Wellheads project.

| Key Costs, Awards & Commitments | | | | |
|---------------------------------|----------------------------------|-----------|-------------------------|----------------------------|
| | Design Contract (Phase 1) | \$ | 337,093.00 | |
| | Construction Management Contract | \$ | 270,470.00 | * Estimate, TBD |
| | Construction Contract | \$ | 2,704,700.00 | * Engineer's estimate, TBD |
| | Total Project Amount | \$ | 3,312,263.00 | |
| | Awarded Amount (Phase 1) | \$ | 273,867.14 | * Includes SRMC |
| | CSD Match Commitment (Phase 1) | \$ | 84,306.96 | |
| Year | Month | Labor | Contract | Total |
| 2022 | August | \$ | 926.55 | \$ 926.55 |
| 2022 | September | | 1050.09 | \$ 926.55 |
| 2022 | October | \$ | 1,539.39 | \$ 1,539.39 |
| 2022 | November | \$ | 1,807.11 | \$ 1,807.11 |
| 2022 | December | \$ | 334.65 | \$ 334.65 |
| 2023 | January | \$ | 469.82 | \$ 469.82 |
| 2023 | February | \$ | 1,679.44 | \$ 69,300.25 |
| 2023 | March | \$ | 1,027.86 | \$ 27,525.13 |
| 2023 | April | \$ | 1,744.99 | \$ 72,995.63 |
| 2023 | May | \$ | 807.40 | \$ 26,232.25 |
| 2023 | June | \$ | 894.19 | \$ 63,633.19 |
| 2023 | July | \$ | 914.51 | \$ 24,575.73 |
| | | | Total Expenses: | \$ 297,334.64 |
| | | | Remaining Costs: | \$ 3,014,928.36 |

Figure 5 - Tank 4 and Wellheads Project Costs

Timeline

Phase I of the Tank 4 & Wellheads project was awarded funding on July 19, 2022. The deadline to complete this project is November 3, 2023. Since this project is phased, Phase II of the project cannot begin until Phase I is complete. Phase I is deemed complete when the District completes the scope of work, requests final reimbursement, and submits project closeout documentation, and CalOES & FEMA review for completeness and adherence to scope and cost. The District is on target to complete Phase I tasks on schedule and within budget.



Workshop Narrative

Phase II is dependent on the time it takes CalOES and FEMA to conduct their review. There is no official timeline for when the District can expect a response and Notice of Obligation. Casual feedback from those with experience in this process estimate between twelve months and two years from Phase 1 project completion. Staff has issued a conservative estimate of Phase II expenditures in the “Expense Tracking Forecast” spreadsheet.¹²

Tank Size

Tank 4, much like the Tank 9 project, took water demand and fire-flow into consideration when sizing the tank. Fire-flow requirements for businesses are different from households, and Zone 4 had a higher number of businesses than the Tank 9 project. Total tank capacity needed for the Tank 4 project has therefore slightly higher water needs per connection. The Tank 4 site has two tanks providing water to the pressure zone. Given the layout, elevation, and pumping requirements, the new tank would have to be placed in the same footprint as the existing wooden tank, but wider and slightly below grade.



Figure 6 - Tank 4 downslope

Tank Material

The location is different from the Tank 9 site in that it is surrounded by a densely populated area. The nature of the surface and geological effects are also different. The tanks are located at the highest elevation of a fairly large, 5 acre parcel. The top of the parcel also consists of a large rock outcropping. In the southern portion of the parcel, there is evidence of slope degradation. These factors contributed to the recommendation for a concrete tank. The slope in the land would necessitate a retaining wall, but given the tank material, would not have to be as tall, thus preserving the viewshed in the Donkey Hill part of the community. Much like the life-cycle analysis conducted for the Tank 9 project, the Bennett Engineering staff also found that the concrete tank is the cheaper solution in the long run, given the very small amount of maintenance required over the life of the structure.

¹² Expense Tracking Forecast – Cell R6



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Wellheads

A key component in this project is the reduction of exposure of District wellheads to the elements. For those associated with the District during the Valley Fire of 2015, you may recall that the infrastructure receiving the most damage during that event was the wellfield. During the evacuation, the groundwater wells were inoperable. District staff were unable to produce water to fight the active fire because we couldn't pump it from the source. This project resolves this exposure by enclosing wellheads in an ignition resistant building, and undergrounding key valves and appurtenances in vaults.

Defensible Space

This project application had a decidedly stronger focus on the defensible space concept. As time extended from the Valley Fire of 2015, many more devastating and larger fires continued to ravage Lake County and the surrounding area. Many more Federal Disasters for Wildfire were declared than ever before, and CalOES & FEMA honed their requirements for funding of wildfire mitigation projects. District staff in turn wrote in definitive commitments to creating and maintaining defensible space in all of its owned parcels and easements into the application for funding to help assure its success.

Alternative Options

The options below examine the risks involved in foregoing bond financing.

Scenario 1: Don't do the project

If the project is not done, the existing risks that warranted federal funding in the first place would not be addressed. Built in the same window of time as the Unit 9 Tank, Tank 4A is showing the same signs of age: erosion and leakage. The predominant location of leaks however is at the bottom of this tank. No amount of tank level manipulation is going to counter a leak at the bottom of the tank. Water is wasted, time and effort to treat the water is wasted, and the time and effort to pump the water is wasted. While the Unit 9 Tank poses the most risk due to its nexus between wildlands and residential, the loss of Tank 4 would arguably have the most impact.



Workshop Narrative



Figure 7 - Tank 4 Valley Fire

Despite the fact that there are two tanks at this site, a wooden tank fully engulfed in flames is going to significantly damage the steel tank immediately adjacent to it. This site is located towards the center of the community and supports several businesses. These businesses become essential during times of emergency, serving as places of shelter and food supplies. Just like Tank 9, an emergency response to a tank collapse is significantly more expensive than a planned improvement. Schools, shelters and grocery stores would not have water for the public. Fire-fighters would not have enough water to battle an active fire in this area. A new tank would have to be built according to contemporary standards of the AWWA. Replacing a tank with the same size does not mitigate the risk to businesses and residences of wildfire, nor does it meet everyday demand.

The ignition resistance structures and underground vaults at the wellfield have tangible evidence of what happens if this project is not done. This was the exact scenario that occurred back in 2015.¹³

Scenario 2: Do one or the other, tank or wellfield

Inflation happens, prices go up. The turnaround time from application to award is the shortest for this implementation project, a mere 16 months. The prices are therefore not impacted quite as much from inflation, but a 3-4% annual inflation rate is a reasonable assumption. The statement still stands that the net present value of today's project will be more expensive if the project is split in half, and the remainder of construction conducted at a later date. When the extreme heat, the drought or the wildfire occurs in between the first and second half of the project, the District would be back to expending funds on an emergency basis, rather than planned improvements, a much more costly prospect.

Scenario 3: Don't do the defensible space portion of the project

¹³ Eight day loss of function.



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The HMGP considers defensible space to be an integral part of protecting against wildfire. It must be part of the scope of any wildfire mitigation project. If the District were to choose to not plan and execute a vegetation management plan, as was committed in the original scope, the District would be in violation of the terms of the project, and therefore subject to de-obligation. The vegetation management plan of this project is larger than that of the Tank 9 project, because it addresses ~13 acres of District owned property. Upon the advice of a Certified Arborist, this management plan identifies several trees within the Tank 4 parcel that make protecting the infrastructure indefensible. Many trees must be removed to achieve the proper distance between canopies, given the slope of the land.¹⁴

¹⁴ Fuels Management Plan



Workshop Narrative

Mainlines Planning

Costs

In response to the Director’s request, the following image summarizes key financial aspects of the Mainlines project.

| Key Costs, Awards & Commitments | | | | |
|---------------------------------|-----------------------------|-------------------------|-------------------|----------------------|
| | Design/Planning Contract | \$ | 489,622.00 | |
| | Total Project Amount | \$ | 489,622.00 | |
| | Awarded Amount | \$ | 399,550.00 | * Includes SRMC |
| | CSD Match Commitment | \$ | 122,454.46 | |
| | | | | |
| Year | Month | Labor | Contract | Total |
| 2022 | October | \$ 264.60 | | \$ 264.60 |
| 2022 | November | \$ 334.65 | | \$ 334.65 |
| 2022 | December | \$ 851.24 | | \$ 851.24 |
| 2023 | January | \$ 800.58 | | \$ 800.58 |
| 2023 | February | \$ 1,084.20 | | \$ 1,084.20 |
| 2023 | March | \$ 1,120.34 | \$ 31,424.25 | \$ 32,544.59 |
| 2023 | April | \$ 1,418.02 | \$ 19,563.69 | \$ 20,981.71 |
| 2023 | May | \$ 220.20 | \$ 14,473.31 | \$ 14,693.51 |
| 2023 | June | \$ 1,585.69 | \$ 8,913.50 | \$ 10,499.19 |
| 2023 | July | \$ 2,208.12 | | \$ 2,208.12 |
| | | Total Expenses: | | \$ 84,262.39 |
| | | Remaining Costs: | | \$ 405,359.61 |

Figure 8 - Mainlines Planning Project Costs

Timeline

The Mainlines project was awarded funding on September 6, 2022. The deadline to complete this project is September 6, 2025. This is an Advance Assistant project as defined by the HMGP, whose output is a completed application for construction. On February 21, 2023, Coastland Civil Engineering was awarded this project. Their proposal included a scope of work with milestones to meet this project’s timeline.¹⁵ At this early stage in this project, tasks are reasonably within schedule and on budget.

Deliverables

¹⁵ CCE Scope of Work



Workshop Narrative

As this is a planning project, expectations are centered around project milestones and deliverables, with the final deliverable being the construction of a grant application for mainline refurbishment. So far, Coastland has conducted field surveys, data gathering, and a seismic analysis. These efforts have resulted in a Condition Summary Statement. This Summary Condition statement presents initial improvement opportunities and lays the groundwork for running a hydraulic model on the District's water distribution system. It would be challenging to try and consider any cost-saving effort that could be introduced into this planning project. The duration is long, and the cost is small compared to the District's implementation projects. Taking the time to build a strong foundation and plan eliminates doubt when it comes to implementation. Pipe material & size, valves & locations, and a prioritized list of repairs will be the output of this project and the contents of the funding application.



Workshop Narrative

Conclusion

Hopefully, the report has helped to shed light on the details of these projects, and the risks associated with foregoing, or pushing projects out. To forego, or push a project out, would mean doing the project without federal funding. The Tank 9 project, for example, would cost more than \$2.8 when factoring in inflation, and the lack of federal funding. As it stands today, this project would cost the District between ~\$263,000 – \$409,000.

Senate Bill 200, also known as the Safe and Affordable Drinking Water Act passed in 2019. This Act declares clean water a human right, and that it needs to be made safe and affordable. The full compliment of projects presented here represent the District's commitment to Water Reliability. Reliable access to clean drinking water is a matter of safety. Service interruptions are reduced with backup generators, steel tanks, and refurbished mainlines. With infrastructure improvements like these, extreme climactic events like wildfire and PSPS have little to no chance of impacting the safety of our residents.

"The mission of the Hidden Valley Lake Community Services District is to provide, maintain and protect our community's water."

Staff wishes that consideration be also given to the alternative scenario of emergency. If a project is pushed-out to a later date, the existing outdated equipment (tank, lack of generator, lack of wellhead protection) remains exposed to the elements. Since 2010 eleven wildfires have breached the Lake County boundary. The Camp fire of 2018 destroyed a small town, including its infrastructure. The Dixie Fire of 2021 destroyed the small town of Greenville, including its infrastructure. Rebuilding after a natural disaster is extremely costly. The District is in the unique position to protect itself from natural disaster and bring safety back to the area. What qualitative benefits could this bring to the community. Home values? Insurance?

Receiving funding from grant programs makes this improvement effort more affordable to the rate payer. A single tank site project costing north of \$2.8M is more than the small rate base of Hidden Valley Lake could reasonably bear. This is only one example, of course. The community's vulnerability extends to other tanks, as well as our booster pump stations, which totals close to \$10M. All told, it will cost \$10M to protect the community from service interruption but will only cost the District ~\$5M to do it.¹⁶ It would be difficult to imagine this opportunity ever presenting itself in the future.

As the Directors represent the District to the public, we hope that this report has provided the information you need to respond to inquiries from our ratepayers. The alternative scenarios are meant to underscore the importance of completely executing all aspects of each project. Thank you for taking the time to completely read this report.

¹⁶ NHA Water System Capital Projects Funding Memorandum

Customer Experience



“

Our family appreciates what you have taken on and how you folks are trying to repair and upgrade a totally neglected system. I have lived next to this tank for almost 30 years. I contacted DEQ (the Water Quality Department) and voiced our opinion on your company - it may make no difference at all but I have seen the effort you folks have made since day one. Most folks would never have purchased something in such neglect and disrepair. Yes I thought you were crazy to take it on but have been more than impressed with the effort so far.

– A Coast Meadows Customer

”



“

DSLH Homes

Just wanted you to know that since the new water pump was installed my bath water is looking so much better. Thank you thank you!!! You deserve to know you did a great job...I appreciate your responsiveness!

– H2O Money Hill Customer

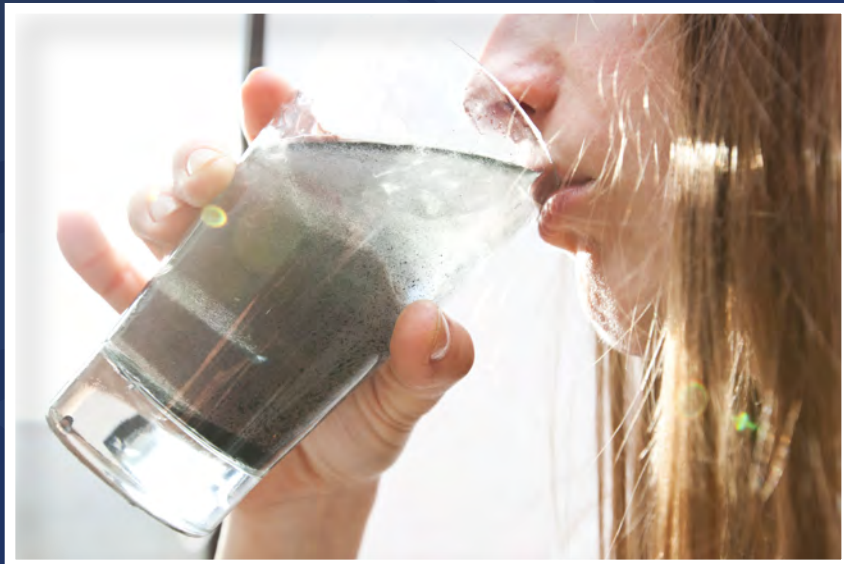
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BRINGING SAFE, RELIABLE AND ENVIRONMENTALLY RESPONSIBLE WATER RESOURCES TO EVERY COMMUNITY IN THE U.S.

Founded in 2014, Central States Water Resources (CSWR) is the 11th largest investor-owned water and wastewater utility in the United States. Since 2018, CSWR has invested more than \$400 million to acquire and transform critical water infrastructure using technology and innovation to bring safe, reliable, and environmentally responsible water resources to nearly 300,000 customers across Arizona, Arkansas, Florida, Kentucky, Louisiana, Missouri, Mississippi, North Carolina, South Carolina, Tennessee and Texas. CSWR uses private investment to acquire and revitalize water systems that are often woefully outdated and dangerous, typically unbeknown to end users. This enhances the value of individual properties and communities — all through the transformation of essential water resources, many of which have been in operation for more than a half-century.



ADDRESSING AMERICA'S WATER CRISIS

Nearly one in every four Americans' drinking water comes from untested or contaminated systems, and some 60 million Americans do not trust their tap water. This is often because many water systems have been in operation between 50 - 100 years, lacking staff, expertise and funding to address critical water safety, reliability and quality standards. This frequently leads to unsafe and environmentally damaging conditions including hazardous lead levels and E. coli contamination.

THE CSWR METHODOLOGY

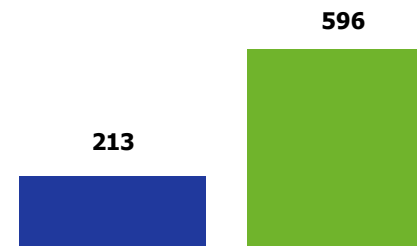
1. Negotiate and sign purchase agreements.
2. Consolidate systems into single, viable utility company.
3. Immediately begin title process and assessments on collection systems and engineering needs.
4. Work with utility regulators to inform them of CSWR's plans.
5. Seek the best rate structure for consumers. Enter consent agreements with environmental regulators to upgrade and bring systems into compliance, focused on ensuring systems are operating compliantly.
6. Close acquisitions and commence operational and plant improvement efforts – bringing systems back into compliance quickly.
7. Partner with local engineering firms, suppliers, maintenance contractors, and regulatory legal support.
8. Connect local firms into our proprietary maintenance management system to track and manage routine preventative maintenance work and geo-tagging all equipment.

MAKING AN IMPACT

- 100% compliance with Agreed Orders (environmental compliance agreements) to bring 200 wastewater plants into compliance in 10 states.
- More than 20,000 samples taken at CSWR-owned water and wastewater facilities to monitor system performance.
- No sustained Customer Complaints with Public Utility Regulators.
- In 2021 alone, CSWR treated more than 10 billion gallons of water per year, operating 424 treatment plants.
- CSWR's wastewater treatment removes 53.6 million lbs. of pollution from local water bodies annually. This pollution includes BOD, nutrient pollution, and human pathogens.
- The annual level of treatment improvement post-CSWR acquisition is estimated to be in excess of 9.0 million lbs of pollution removed from local water bodies.

CSWR PLANTS OPERATED

■ WATER PLANTS ■ WASTEWATER PLANTS





Our promise to our customers begins and ends with reliability — ensuring clean, safe and reliable water resources, 365 days a year.

Central States Water Resources (CSWR) is an investor-owned utility headquartered in St. Louis with operations or pending acquisitions in Missouri, Arkansas, Kentucky, Louisiana, Tennessee, Texas, Mississippi, South Carolina, North Carolina, Florida, and Arizona. ***We are pleased that we are now growing in the state of California!*** We use private investment to acquire and revitalize water and wastewater systems. We have a proven track record of enhancing communities across the nation.

We Care About Our Environment

By using technology and innovation to quickly assess and invest in reliable infrastructure that meets or exceeds all stringent state and federal water quality and safety standards, CSWR ensures the communities it serves will have continuous access to safe, clean and reliable water resources while protecting the aquifers, lakes, rivers and streams that are essential to our world.

We Care About Your Community

CSWR encourages an entrepreneurial culture focused on bringing clean, safe and reliable water to every home and business we serve. CSWR innovative technology solutions provide round-the-clock, real-time monitoring to ensure continuous, safe water resources service. Our systems are operated by local, certified professionals to keep water resources safe and reliable for all of our community members.

We Care About Your Homes and Businesses

Our approach ultimately ensures consumers and businesses have clean, safe, and reliable water and wastewater systems with long-term rate stability. By investing in water and wastewater systems, CSWR increases the value of individual properties and communities — all through the continued transformation of essential water resources.

Making Our Customers A Priority

- Quality and Reliability in Service
- Cost Effective, Efficient Use of technology
- 24/7, 365 Day Per Year Emergency Service
- Easy Online Bill Pay and Customer Service Response
- Local, Professional Operators
- Real-Time System Monitoring