



**BEAR VALLEY WATER DISTRICT
BOARD MEETING**

February 16, 2021 - 9AM

Teleconference Meeting

441 Creekside Drive, Bear Valley, CA 95223

IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCED MEETINGS:

PURSUANT TO THE MARCH 17, 2020 EXECUTIVE ORDER NO. N-29-20 ISSUED BY THE GOVERNOR OF CALIFORNIA AUTHORIZING MEETING OF LOCAL LEGISLATIVE BODIES TO BE HELD BY TELECONFERENCE OR OTHER ELECTRONIC MEANS, TO MINIMIZE THE SPREAD OF CORONAVIRUS, BELOW ARE THE FOLLOWING CHANGES TO THE DISTRICT'S ORDINARY MEETING PROCEDURES:

- THE DISTRICT OFFICES ARE NOT OPEN TO THE PUBLIC AT THISTIME.
- BOARD MEETINGS WILL BE CONDUCTED VIA TELECONFERENCE USING ZOOM UNTIL FURTHER NOTICE
- ALL MEMBERS OF THE PUBLIC SEEKING TO OBSERVE AND/OR TO ADDRESS THE BOARD MAY PARTICIPATE IN MEETINGS TELEPHONICALLY OR OTHERWISE ELECTRONICALLY IN THE MANNER DESCRIBED BELOW.

HOW TO PARTICIPATE / OBSERVE THE MEETING:

ALL PARTICIPANTS WILL BE AUTOMATICALLY MUTED UPON ENTERING THE MEETING.

PLEASE CLICK THIS URL TO JOIN VIA ZOOM: [HTTPS://ZOOM.US/J/3712702590](https://zoom.us/j/3712702590)

TO JOIN BY PHONE: DIAL (669) 900-6833 AND ENTER THE MEETING ID# 371 270 2590 FOLLOWED BY THE POUND (#) KEY. RAISE YOUR HAND TO TALK BY PRESSING *9.

TO JOIN BY COMPUTER: WATCH A LIVE STREAM OF THIS MEETING FROM A COMPUTER BY NAVIGATING TO [HTTPS://ZOOM.US/J/3712702590?pwd=WTUzQ0YzMDJPVGHKLY91BLDUtTRvdz09](https://zoom.us/j/3712702590?pwd=WTUzQ0YzMDJPVGHKLY91BLDUtTRvdz09) USING A COMPUTER WITH INTERNET ACCESS. RAISE YOUR HAND TO TALK BY CLICKING PARTICIPANTS/RAISE HAND.

TO JOIN ON A MOBILE DEVICE: LOGIN THROUGH THE ZOOM MOBILE APP ON A SMARTPHONE OR TABLET AND ENTER MEETING ID# 371 270 2590.

MINUTES BOARD MEETING

February 16, 2021

DECLARATION OF A QUORUM

President Bissell called the meeting to order via Zoom teleconference at 9:08 A.M. Board members present were Vice President Gunnar Thordarson, Treasurer John Boyle, Director Ken Brown, and Director Diane Lundquist. Staff present were General Manager Jeff Gouveia and Office Manager Judi Silber. District legal counsel Dan Schroeder and his legal aid Allison Felkins were also present. Public present was Mark Tholke, GSR Energy.

BOARD MEETING

Public comments on agenda items will be limited to 3 minutes or otherwise at the discretion of the Board Chair.

PUBLIC FORUM

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction provided the matter is not on the agenda or pending before the Board.

BOARD BUSINESS

1. Mandatory 2-Year Ethics Training (AB 1234) – District Legal Counsel Dan Schroeder

Legal Counsel Dan Schroeder gave a presentation on AB 1234 Ethics Training. 2005 Legislature adopted AB 1234 requiring at least 2 hours of ethics training every 2 years in the following areas:

- Government Transparency laws-The Brown Act
- Financial conflict of Interest
- Gifts (including Agency Raffles, Gift Exchanges, Honoraria) and use of public funds for personal or political use
- Bias/fairness

2. PGE-SGIP-2020-3656 – Electrochemical Storage Conditional Approval – Mark Tholke, GSR Energy

General Manager Gouveia informed the board that he had entered into an agreement with Tesla, Inc. to take advantage of energy resiliency funds available through California's Self Generation Incentive Program (SGIP) administered by Pacific Gas & Electric (PG&E) for critical infrastructure agencies which had been subject to two or more PSPS events. On January 8th staff received a phone call from Tesla indicating that the site challenges were too adverse and on January 15, 2021 the District received a formal cancellation letter from Tesla.

GM Gouveia contacted Mark Tholke, Founder and Managing Principal of Golden State Renewable Energy, Inc. (GSR), whom had contacted the District shortly after the District had entered into its original agreement. Mark informed GM Gouveia of several immediate action items to take to

to ensure that the District did not lose this funding opportunity. On January 27, 2021, the District received a Conditional Reservation Letter (CRL) from the SGIP Program with a reserved incentive amount of \$628,000. This Conditional Reservation is valid until the Proof of Project Milestone (PPM) due date of April 27, 2021, giving the District 90 days to provide proof of project to the SGIP Administrator. The CRL indicated that the project has a reservation expiration date (project completion date) of July 27, 2022.

Mark Tholke, GSR Energy believes GSR Energy can see this project through to completion with the anticipation of some of the same concerns that were raised by Tesla. Mark presented the District with points of consideration in an attached draft MOU.

- 1) Client and GSR shall each be responsible for and submit half (50%) of a Refundable Deposit with the SGIP rebate application of \$15,700 each. (Note: These funds shall be reimbursed in full to each party when the project goes online).
- 2) GSR Energy agrees to secure financing to pay for the capital expense of the battery energy storage system (BESS), at no cost to the District, it being understood that the District will be responsible for capital expenses associated with building the structures that protect the BESS from snow intrusion while maintaining clearances required by Tesla for the Powerpack 2.5 unit. An estimated amount of rate-payer funds between \$50K - \$70K would be reserved to build the structure to house the BESS.

GM Gouveia recommended that the Board listen to Mark Tholke's presentation and consider authorizing him to execute the MOU with GSR Energy as presented or amended to permit him to initiate cooperation with GSR to complete the Proof of Project on or before April 27, 2021. GM Gouveia also recommended that the Board form an Ad Hoc committee with the authority to authorize the Energy Services Agreement with GSR Energy if the full Board does not meet before the deadline.

ACTION: 1) Motion Boyle Second Brown to Accept the GSR ENERGY MOU as presented or amended
AYES: Bissell, Boyle, Brown, Lundquist
NOES:
ABSENT: Thordarson
MOTION CARRIED

GM informed the Board that Director Thordarson was favorable for the project to move forward.

- 2) Motion to create an Ad Hoc Committee Authorized to Execute the Energy Services Agreement**

President Bissell appointed Directors Boyle and Brown to be on the Ad Hoc Committee

3. The Board will consider adoption of the October 19, 2020 Board Meeting minutes

Motion Boyle Second Bissell to accept the October 19, 2020 Minutes as presented.

AYES: Bissell, Boyle, Brown

NOES:

ABSENT: Lundquist, Thordarson
MOTION CARRIED

4. Election of Officers - Discussion and Possible Action Item

The Board decided to postpone the election of new officers until the next meeting, in lieu of the absence of Directors Lundquist and Thordarson.

5. Manager's Report – General Manager

See GM Report Addendum

6. Financial Report – General Manager

6.1 P&L and Balance Sheet Reports - Discussion and Possible Action Item

Motion Boyle Second Brown to accept the P&L and Balance Sheet Reports as presented.

AYES: Bissell, Boyle, Brown

NOES:

ABSENT: Lundquist, Thordarson

MOTION CARRIED

6.2 Accounts Payable Report - Discussion and Possible Action Item

MOTION Boyle Second Brown to accept the Accounts Payables as presented.]

AYES: Bissell, Boyle, Brown

NOES:

ABSENT: Lundquist, Thordarson

6.3 A/R & Aging Reports – Discussion

The A/R balance as of February 11, 2021, was \$1,728.83 versus the balance on February 11, 2020 of -\$11,300.53. The variance is most likely the refunds given back to customers this year and Office Manager Silber not debited customers accounts on auto payment that have a credit balance. There was also a higher balance of accounts that were still due by February 11, 2021.

7. Board Member Reports

GM will get more information and then contact the Ad Hoc Committee regarding a future date for a meeting on the BESS MOU and project.

The next board meeting was scheduled for April 19th, 2021.

President Bissell adjourned the meeting at 2:39 P.M.

AGENDA ITEM

DATE: FEBRUARY 16, 2021

TO: BVWD BOARD OF DIRECTORS

FROM: JEFF GOUVEIA, DISTRICT GENERAL MANAGER

RE: MANAGER'S REPORT

1. Water Balance - Update

a. Influent Flows & Effluent Transfers to Storage

Influent flows for February 1 – 10 2021 was .309(MG). Effluent transferred to PR was .247 (MG)

b. Current Storage Capacity & Land / Surface Disposal Update

Current storage volume is 7067.5 = 7.96 MG – 10.4% (2/10/2021)

2. Permit Compliance & Monitoring & Reporting Programs (MRPs) - Update

a. WDR MRP - Land Discharge Permit – Compliance & Reporting Update

i. Reporting Status Matrix – No Certified Violations, All Reporting Submitted On-Time

i. 2020 Annual Report – Submitted January 26, 2020

ii. Groundwater Monitoring Program – All (3) Sampling Events Complete

i. 2Nd Tri-Annual Report Submitted October 19, 2020

ii. 3Rd Tri-Annual Report Submitted December 7, 2020

iii. Salt Control Program – Notice to Comply – Notice of Intent – Due July 15, 2021

i. May Require Salinity Evaluation & Documentation to Demonstrate Ability to Comply

GM received a Notice to Comply from Central Valley Regional Water Quality Control Board regarding Salt Control Program. The District will have to choose to participate in the Conservative Salinity Permitting Approach or the Alternative Salinity Permitting Approach. The Alternative Approach allows the District to contact the lead entity of the P&O Study and submit the required level of support vs. the Conservative Approach which requires the District to do a comprehensive assessment of it's salinity impacts to the surface and ground-water, prepare a Salinity Characterization Report and submit it along with it's NOI indicating its choice of the Conservative Approach Pathway to the CVWB.

b. NPDES MRP – Surface Water Discharge Permit – Compliance & Reporting Update

i. Reporting Status Matrix – No Certified Violations, All Reporting Submitted On-Time

i. 2020 Annual Report – Submitted January 26, 2021

ii. Salt Control Program – Notice to Comply – Notice of Intent – Due July 15, 2021

iii. Permit Renewal Update – Permit Expires July 31, 2021 - Jim Marshall, NPDES Program Manager, "Shooting for Aug 2021 but might be Oct 2021 Meeting.

3. Other

- a. Cal Office of Emergency Services (OES) – Emergency Action Plan – Bear Valley SH 1088 Dam – EAP Review
 - i. Draft EAP Submitted Nov 23, 2020 – OES Review & Comments Received Jan 22, 2021.
Cal OES acknowledge the receipt of the District's Emergency Action Plan and it was determined that it did not meet the requirements of the Government Code Section 8589.5. Once corrected, it must be resubmitted to the Division of Emergency Services.
- b. Cal OES Community Power Resiliency Allocation for Special Districts – \$20M State General Fund available
 - i. Grant Proposal for up to \$300,000 Submitted October 29, 2020
As of February 9th, 2021, the District had not received a Denial letter. Award letters will be sent out after the appeal process.
 - ii. 16-month Grant Sub-award performance period
The Grant Subaward performance period is July 1, 2020 – October 31, 2021
 - iii. Funds may be used for the procurement of: Generators for essential facilities, with an emphasis on clean energy and green solutions, where possible, or other alternative backup sources.
- c. Storage Reservoir Drain Valve – Update
GM is working with District Engineer Matt Ospital to design conceptual layouts, conceptual drawings of valve repair and structure replacement drawings.
- d. Land Use Meeting with Leaseholder Chuck Toeniskoetter – October 30, 2020
GM Gouveia had an informal meeting with Chuck Toeniskoetter to discuss the possibility that the water the District is disbursing on the meadow and into Bloods Creek is degrading both. Mr. Toeniskoetter wanted to express his concern. GM assured him that the District and the State of California is both monitoring the water closely. The District has a land lease in the meadow until the year 2065, plus another 25-year lease option.
- e. COVID-19 Sewage Surveillance Testing – Update
Ian Matthews at Beckman Coulter Life Sciences contacted GM Goveia with the results of the samples sent to their lab for analysis. They ran two replicates, and one tested positive. This half on and half off generally corresponds to a very very low level of COVID – near or at the limit of detection.
- f. Alpine County LAFCO – Update
Resolutions were signed by Bear Valley Water District, Markleeville Public Utility District, and Kirkwood Meadows Public Utility District supporting Special District representation on the Alpine County Local Agency Formation Commission (LAFCO).

AGENDA ITEM

DATE: FEBRUARY 16, 2021

TO: BVWD BOARD OF DIRECTORS

FROM: JEFF GOUVEIA, DISTRICT GENERAL MANAGER

RE: ELECTING & APPOINTING OFFICERS OF THE BOARD

BACKGROUND AND DISCUSSION:

District Legal Counsel advised the District's Board of Directors at its May 20, 2019 meeting that many sections of the former 2010 bylaws were unnecessarily detailed, overly complicated and potentially created exposure for its Staff as well as its Trustees based on a myriad of sections as they had been prepared in this document.

At its May 20, 2019 meeting, the Board of Directors acknowledged these deficiencies and directed Legal Counsel to prepare a draft revision of the bylaws for review by the Board.

At its July 22, 2019 meeting, the Board of Directors reviewed the amended bylaws as prepared by legal staff and ultimately approved the revised set of bylaws. Per Water Code section 35302, following the BVWD Board's approval, the revised bylaws were sent to the Alpine County Board of Director's who approved the revised bylaws by resolution at its August 6, 2019 meeting.

Pursuant to Article IV of the revised bylaws, elected officers shall be chosen by the Board from among the five (5) members of the Board and shall consist of a **President** and a **Vice-President**. Section 2 goes on to discuss the terms of elected officers adding:

- Officers shall be elected by the Board at its first meeting in a new calendar year
- Shall serve for one (1) year, said term to commence upon election
- All elected officers shall be eligible to serve successive terms.
- Officers shall continue to serve in their capacity as an officer until their successor is elected.

Article V of the by-laws further conveys that the Board may appoint such other officers as it deems necessary. Currently, in addition to the General Manager which serves as an appointed officer, Director Brown serves as the appointed Secretary and Director Boyle serves as the appointed Treasurer to the Board. The Treasurer meanwhile may be a Director of the Board and may hold this appointment until the Board either chooses a new Treasurer or chooses not to have an acting Treasurer.

RECOMMENDATION:

ACTION:

1. Board should hold a vote for President and Vice President for the term expiring at the "first meeting in a new calendar year."
2. Board should discuss and consider a Director to serve as Treasurer to the Board.

Attachments:

- BVWD Revised By-Laws as Approved July 22, 2019

RESOLUTION NO. 2019-30

**RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF ALPINE, STATE OF CALIFORNIA
APPROVING THE REVISED BEAR VALLEY WATER DISTRICT BYLAWS**

WHEREAS, the Bear Valley Water District was created by Resolution No. 68-39, and

WHEREAS, on August 5, 1968, the Board of Directors of the Bear Valley Water District adopted Bylaws of the District pursuant to Section 35302 of the Water Code; and

WHEREAS, the last revision to the Bear Valley Water District Bylaws was adopted by the Board of Directors in 2010, and


WHEREAS, amendments to said Bylaws were duly and regularly passed and adopted by the Board of Directors of the Bear Valley Water District at a meeting held on the 22nd day of July, 2019, and

WHEREAS, said amended Bylaws require further amending to be consistent with the various amendments to the California Water District Law; and

WHEREAS, the Bear Valley Water District requests that the Board of Supervisors adopt the revised Bear Valley Water District Bylaws submitted as Attachment "A".

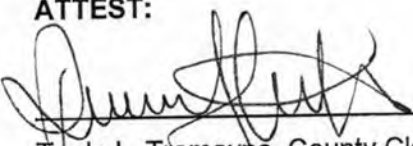
ADOPTED this 6th day of August 2019, by the following vote:

AYES: Jardine, Hames, Rakow, Woodrow, Griffith



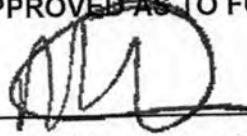
David Griffith, Chair
Board of Supervisors, County of
Alpine, State of California

ATTEST:



Teola L. Tremayne, County Clerk
& Ex Officio Clerk to the
Board of Supervisors
By: Patricia Griffin, Assistant County Clerk

APPROVED AS TO FORM:



Margaret Long, County Counsel

BYLAWS
OF THE
BEAR VALLEY WATER DISTRICT

Adopted July __, 2019

ARTICLE I GENERAL

Section 1. Name.

This water sanitary district shall be known as the BEAR VALLEY WATER DISTRICT (BVWD or District).

Section 2. District Office.

The District Office shall be established by Resolution and may be changed from time to time by Resolution.

ARTICLE II PURPOSE

The purpose of the BVWD is to provide services to the residents of Bear Valley consistent with the Division 13 of the California Water Code.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number.

The governing body of BVWD shall consist of five (5) elected Directors, each of whom shall serve a term of four (4) years. Such terms of office to be established on a staggered basis. During elections every two (2) years, either two (2) or three (3) Directors are elected for the next four (4) years.

Section 2. Qualifications.

In accordance with Water Code section 34700, each Director shall be one of the following:

- (a) A holder of title to land within the BVWD.
- (b) The legal representative of a holder of title to land within BVWD in accordance with Water Code section 34030.
- (c) A representative designated by a holder of title to land within BVWD, if the holder has filed with BVWD written evidence of that designation.

Section 3. Responsibility.

The Board of Directors shall govern the BVWD and establish policies for the operation of the District. The Directors shall carry out their duties as set forth in law, these bylaws, and other policies of BVWD honestly and faithfully.

Section 4. Compensation.

Members of the Board of Directors shall receive compensation for each day's attendance at meeting of the Board or for each day's service rendered as a director by request of the Board in an amount established by resolution of the Board of Directors, but in no case may the amount exceed the amount set forth in Water Code section 34741. Nor shall the total compensation to any Director exceed the total of six days in any calendar month, together with any expenses authorized by the Board. Compensation for all other officers who are not members of the Board of Directors shall be established by the Board.

Section 5. Vacancies.

Vacancies on the Board shall be filled in accordance with Government Code Section 1780.

Section 6. Resignation.

A director may resign at any time by giving written notice to the Board, to the President, or to the Secretary of the Board. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**ARTICLE IV
OFFICERS**

Section 1. Elected Officers.

The elected officers shall be chosen by the Board from among the five (5) members of the Board and shall consist of a President and a Vice-President.

Section 2. Terms of Elected Officer.

Elected Officers of the Board shall be elected by the Board at its first meeting in a new calendar year and shall serve for one (1) year, said term to commence upon election. All elected officers shall be eligible to serve successive terms. Officers shall continue to serve in their capacity as an officer until their successor is elected.

Section 3. Duties of Elected Officers.

A. President.

1. Shall preside at all meetings of the board and such other meetings approved by the Board, and have the authority to call for short recesses during meetings unless a majority of the Directors by vote oppose a recess.
2. Shall serve as official spokesperson for the Board.
3. Shall appoint such committees and other working groups as prescribed by the Board.
4. Shall designate Directors or others to represent the Board at various meetings, hearings, and conferences.
5. Shall perform such other duties as necessary to carry out the work of the Board.
6. Shall perform such duties as prescribed by law.

B. Vice-President.

1. Shall serve in the absence of the President.

ARTICLE V APPOINTED OFFICERS

Section 1. Appointed Officers.

- A. The appointed officers of the District shall be a General Manager and a Secretary who may be the same person, but none of whom shall be a Director. The duties of the appointed officers shall be as specified in law, and as directed by the Board. The Board may also appoint a Treasurer in accordance with.
- B. Pursuant to Water Code Section 34711, the District Board of Directors may appoint a District Treasurer, who shall be responsible for the deposit and withdrawal of funds of the District.
- C. The Board may appoint such other officers as it deems necessary.

Section 2. General Manager Duties.

The General Manager is employed by the board to run the day-to-day business of the BVWD.

Duties of the General Manager (Manager) include, but are not limited to:

- A. Appraise and evaluate the effects of the Board policies and the manner of their execution, and the efficiency of BVWD personnel in terms of services rendered to the people of the District.
- B. Provide leadership to staff in identifying district needs, establishing priorities and determining the objectives, which will achieve the established goals of the District.
- C. Encourage and assist staff in the performance of their duties and encourage their professional growth.
- D. Ensure evaluation of personnel under his/her direction.
- E. Provide financial oversight of the District and Alpine County pursuant to funds on deposit at that agency.
- F. Lead the District management team in the preparation of an annual budget, control of expenditures, inventory control, program planning, changing priorities and public relations.
- G. Perform the function of the District's Public Information Officer.
- H. Dispatch the contractor hired for operations on all wastewater problems in BVWD that require fieldwork. The Manager will respond only if the situation is too complicated for the contractor hired for operations to handle.
- I. Keep the Board informed of all communications affecting the District.
- J. Establish regular office hours and ensure that there is at least one person in the office during those hours.
- K. Such other duties as may from time to time be assigned by the Board.

Section 3. Secretary Duties.

- A. The Secretary shall attend Board meetings and prepare the minutes of the Board meetings which shall record the aye and no votes taken by the members of the Board for the passage of all ordinances, resolutions, or motions.
- B. The Secretary shall prepare the agenda for the Board meetings, post agendas, public notices and proposed action documents as required by the Board and government regulations.
- C. The Secretary shall keep a record of all Board actions, including financial transactions.
- D. The Secretary is responsible for keeping the Ordinances and all changes.
- E. The Secretary shall maintain and file with the County Clerk and the Secretary of State the filings required under Government Code section 53050 for the Roster of

Public Agencies.

Section 4. Treasurer Duties.

- A. If a Treasurer is appointed by the Board of Directors, they shall serve at the pleasure of the Board and be responsible for those responsibilities set forth in Water Code section 34711 and any other as determined by the Board.

**ARTICLE VI
MEETINGS**

Section 1. Regular and Special Meetings.

- A. The Board shall hold a regular meeting on dates and times as established by the Board from time to time by resolution. All regular meeting shall be held at the District Office. Such meetings may be altered as to date, time and place, as provided for in a Resolution adopted by the Board.
- B. Special meetings may be called by the President or by a majority of Directors.
- C. All meetings shall be conducted in accordance with the Ralph M. Brown Act.
- D. All motions made at Board meetings shall require a second to the motion prior to the Directors voting.
- E. Directors may attend any regular and special meeting telephonically as provided in the Ralph M. Brown Act.

Section 2. Quorum.

The Board shall be empowered to conduct the business of the District whenever there is a quorum of Directors at a properly noticed meeting. Three Directors shall constitute a Quorum.

Section 3. Voting.

- A. The vote of a majority of the Directors present at any meeting attended by a Quorum shall be necessary to pass any motion, adopt any resolution, or make any determination.
- B. Voting shall be by voice, show of hands, or roll call vote.
- C. Should a Director vote "Abstain" on a motion, the vote shall be considered a non-vote and not counted as an affirmative or negative vote.

Section 4. Notice of Regular and Special Meetings.

- A. Notices of all regular and special meetings shall be pursuant to the Ralph M. Brown Act.
- B. Notices of regular and special meetings. In the case of special meetings, the notice, written or by telephone, shall specify the specific nature of the business to be transacted.

**ARTICLE VII
ELECTIONS**

Section 1. Procedure of Voting.

All District elections shall be conducted in accordance with the procedures set forth in Water Code Section 35100 et. seq.

Section 2. Manner of Voting.

The manner of voting in all District elections shall be as set forth in Water Code section 35003.

Section 3. Voting in Person or by Proxy.

Every eligible voter may vote either in person or proxy in accordance with Water Code sections 35004-35006.

**ARTICLE VIII
PARLIAMENTARY AUTHORITY**

Rosenberg's Rules of Order, current edition and all future editions or such other authority as may be subsequently adopted by resolution of the Board is to apply to all questions of procedure and parliamentary law not specified in these Bylaws or otherwise by law.

**ARTICLE IX
PENALTIES**

The penalty for any single violation of these bylaws shall not exceed two hundred dollars (\$200.00).

ARTICLE X AMENDMENTS

The Bylaws may be repealed or amended, or new Bylaws by either of the following methods:

- (a) By four-fifths (4/5ths) vote of the total number of Directors as set forth in Article 3 Section 1 of these bylaws and approval of the Board of Supervisors of Alpine County, or
- (b) By two-thirds (2/3rds) vote of the total vote of the District in writing or cast by ballot at a District election.

AGENDA ITEM

DATE: FEBRUARY 19, 2019

TO: BVWD BOARD OF DIRECTORS

FROM: JEFF GOUVEIA, DISTRICT GENERAL MANAGER

RE: SGIP ENERGY RESILIENCY CONDITIONAL AWARD

BACKGROUND:

On January 27, 2021 the District received a Conditional Reservation Letter (CRL) from the SGIP Program with a **reserved incentive amount of \$628,000**. This Conditional Reservation is valid until the Proof of Project Milestone (PPM) due date of April 27, 2021 and has a current project reservation expiration date (project completion date) of July 27, 2022.

Staff together with the Ad Hoc committee consisting of Directors Boyle and Brown have been working diligently since our February meeting to address concerns and evaluate the risks and benefits of the Tesla batteries proposed for the treatment plant made available through conditional funding awarded to the District through the State's Self Generation Incentive Program (SGIP).

The recent 8 day power outage was a clear reminder of the necessity of a reliable backup energy source at the treatment plant. The District has not had sufficient reliable back up power at the treatment plant since inception and Staff have been exploring propane fueled solutions for many years. Due to very limited resources, challenges surrounding the added structural costs related to adding a generator, and other higher priority projects (e.g. the District's first SCADA system, the District's first viable NPDES permit, the lagoon upgrade project) this issue has been pushed lower down the priority list. Nevertheless, a backup power solution at the District's treatment facility is and should remain a high priority for the District.

UPDATES:

SGIP Deposit - At the Direction of the Ad Hoc Committee, Staff issued the 5% deposit (\$31,400) payable to the SGIP Administrator to secure this reservation and, consistent with the MOU executed between the District and the project developer GSR Energy, Inc., GSR issued payment to the District for 50% or \$15,700 of the deposit. At the time the project is issued its Permission to Operate from the SGIP Administrator, SGIP will refund the deposit in full to the District and the District will in turn within 10 days reimburse GSR Energy, Inc. for its Partial Deposit. As a reminder, the 5% deposit becomes non-refundable on April 27 unless the District actively cancels the conditional reservation or secures an extension of the PPM deadline from the SGIP Administrator.

ESA Legal Review - At the direction of the Ad Hoc committee, staff engaged the District's legal counsel to review the Energy Services Agreement (ESA) provided by GSR Energy. Legal provided a very thorough analysis of the ESA and shared these comments with the committee. These comments have been forwarded on to GSR who is now reviewing them. Staff anticipates the District and GSR should reach agreement on the ESA in the coming days and, confident the comments incorporated during legal's review provide the District sufficient protection, the Ad Hoc committee encourages the Board to authorize the General Manager to execute the ESA on the District's behalf on or before the April 27 PPM deadline.

Battery Enclosure Proposal – Staff engaged the services of Kevin Holtberg at Mike Smith Engineering In Lodi, California at a fee of \$2500 to provide a conceptual rendering of the battery enclosure for submittal to Tesla, Inc. Kevin was referred to the District by Matt Ospital of Weber, Ghio & Associates (WGA). Kevin has been very responsive and ultimately provided a complete set of drawings for submittal to Tesla, Inc. which includes

floor plan, section and elevations to the District on March 30, 2021. As of April 14, GSR, Inc. indicated that the CD30 drawings were being finalized and would be included with the structural concept drawings to be submitted to Tesla by the end of the week (April 16). According to GSR, Tesla is expected to take 1-2 weeks to return comments once submitted and will provide any additional requirements or any issues with the design.

Interconnection Agreement – GSR, Inc. has submitted the necessary items to PGE for them to review and approve an interconnection agreement required by the addition of the proposed battery system. GSR is working diligently to secure approval of the interconnection agreement before the April 27 PPM deadline. However, it is possible there will be a delay in PGE's response at which time the District will make a request for an extension of the PPM deadline with PGE. GSR has successfully secured 2-3 week extensions of the PPM deadline in the past and believes this should be a viable solution to allow more time if necessary for PGE's approval of the interconnection agreement.

DISCUSSION & ANALYSIS:

15 Year Cost Comparison - Conventional Generator vs. Tesla Powerpacks

Staff have prepared the comparative energy resiliency analysis below to highlight the differences in capital costs as well as recurring expenses when comparing a conventional propane fueled backup generator to energize the District's treatment facility to the proposed battery storage system. A propane fueled generator affords certain benefits in the operation of the treatment facility during a power outage, including substantially longer run times based on the volume of fuel which can be stored and refueled onsite.

However, as detailed in the comparative analysis, a propane generator also has considerably higher upfront capital costs, specifically the generator and requisite covered structure, as well as notable ongoing annual operating expenses including annual maintenance and regulatory fees. Moreover, while the proposed battery solution is fully funded through the state's energy resiliency program, will be maintained by GSR, Inc. for 15 years and does not emit any carbon based pollution subject to air quality fees, the battery solution also includes the added benefit of anticipated annual energy savings through an internal software driven "peak shaving" algorithm currently estimated to save the District \$5000 – 8000 per year or \$75,000 - \$120,000 over the 15-year life expectancy of the batteries.

Treatment Plant Energy Resiliency Analysis	Tesla 174 kW Battery Packs	130 kW Generator
Batteries - 3 PH, 480 v, 174 kW. 669 kWh	0	0
Propane Generator - 3 PH, 480 v, 150 kW	0	97,000
Structure	45,000	45,000
Structural Engineering	2,500	2,500
Annual Maintenance (\$1500/year)	0	22,500
AQMCD ATC - Annual Air Quality Fees (\$800 - 2000/year)	0	30,000
15 year Energy Savings (\$5000 - 8000/year)	-72,000	0
15 Year Replacement Cost (Batteries @ \$300/kW - Gen @ 25 %)	208,200	120,000
Net Estimated 15 Year Cost	\$183,700	\$317,000

Battery Life Analysis

Based on many factors in the design and operation of the District's collection, treatment and disposal facilities, including the lagoon and effluent storage system as well as the District's seasonal effluent disposal program, the District has substantial flexibility to manage energy needs during a power outage. Unlike a propane generator which runs at full operation upon startup and consumes fuel at a constant rate when operating, the proposed battery solution provides the opportunity to only draw energy from the batteries as needed and allows the District to actively manage energy use based on the operational circumstances at the time of a power outage. As we learned this past winter, even with a propane generator solution, we can only store a finite amount of fuel on site and will continue to be reliant on the local propane provided to re-fuel.

Historical Energy Consumption - The Tesla power pack solution as proposed includes (3) 58 kW power packs (174 kW total) capable of providing 669 kWh of energy when fully charged. The table below draws on 3 years of historical energy use at the treatment facility and is intended to provide a basic overview of the District's historical energy use. The table includes a comparison of historical energy use at the treatment plant along with an estimate of the number of days the District could anticipate from a fully charged battery based on a 3 year average as well as for peak periods, low consumption periods and for the non-land disposal months of October – May.

2018 - 2021 Consumption	kWh / Month	kWh / Day	kWh / Hour	Backup Hours	Backup Days
3 Year Average	12,481	416	17.34	38.59	1.61
Peak (Land Disposal Season)	36,590	1220	50.82	13.16	0.55
Low (October 2020)	1,063	35	1.48	453.13	18.88
Non-Summer Avg. (Oct - May)	6,864	229	9.53	70.17	2.92

Active Management – The most critical energy requirement at the treatment plant is to keep the programmable logic controller (PLC) and communications systems energized during a power outage. Other operations, including blowers, pumps, analyzers, lights, etc. are discretionary and can be temporarily turned off during an outage to extend the life of the stored battery energy in the event of an extended outage. As noted earlier, today no backup power exists at the treatment plant and the District has operated without these systems during outages for decades. Yet, the absence of the ability to remotely monitor the plant, particularly monitoring surface discharges since the District began surface discharging in 2017, as well as the lagoon and storage reservoir volumes creates several points of liability exposure for the agency.

Usage trends available from PGE's online data indicate the minimum energy requirement to maintain the PLC and communications is approximately 0.96 kwh/hour or 23.04/kWh per day. If staff actively manages the facility's energy use by turning off non-essential equipment to maintain only communications and controls for compliance purposes, as the table below indicates, it is estimated that we could power the plant for up to 29 days with 669 kWh in storage.

Managed Energy Consumption 0.96 kWh - 23.04 kWh/day	691	23	0.96	697.08	29.04
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Status Quo Plant Operation - October – May – A further analysis of historical usage at the treatment plant reveals that during the months of October through May (non-land disposal months) the plant could operate largely as it does today when utility power is on, including normal operation of the blowers, pumps, analyzers, lights, etc. Without an active management strategy to extend the time the plant would remain energized under backup battery power, the power pack's stored capacity of 669 kWh's would yield between approximately 3 – 19 days of operation and would effectively permit the facility operate largely as it does when utility power is on. In practice, staff would make real time assessments of a variety of factors to determine how much active management to employ and balance this with real time information about the extent and duration of the outage.

<u>Actual Use Data 2020-21</u>					
April 2020	7589	253	10.54	63.47	2.64
May 2020	6951	232	9.65	69.30	2.89
October 2020	1063	35	1.48	453.13	18.88
November 2020	3376	113	4.69	142.68	5.94
December 2020	2570	86	3.57	187.42	7.81
January 2021	3993	133	5.55	120.63	5.03
February 2021	4541	151	6.31	106.07	4.42
March 2021	4484	149	6.23	107.42	4.48

It is presumed that during the months of June through September when the District's energy use is consistently the highest due to land disposal operations (~ 27,000 - 36,000 kWh/month), the District would conserve energy by postponing land disposal until utility power has resumed. This temporary suspension of land disposal efforts would simply mean the disposal days missed by a power outage would effectively be added on to the end of the land disposal cycle during the month of September. With the temporary suspension of land disposal activities during an outage and the energy consumption this activity requires, the remaining energy demands during the months of June through September at the plant would resemble those identified in the October through May periods above.

RECOMMENDATION

Currently, when utility power is lost at the District's treatment facility, staff lose the ability to remotely monitor the plant, to move water when necessary to avert a spill, to maintain dissolved oxygen levels in the treatment lagoon as required under permit, to safely discharge water to surface waters and much more.

While we've averted any serious compliance or environmental issues through careful staff time and attention to a uniquely remote treatment facility accessible only by snowmobile or snow cat during (winter) power outages, the fines alone for violating the terms of the NPDES permit since its first use in 2017 due to an uncontrolled discharge could be in the many \$10,000's. Additionally, there are circumstances during extreme weather events that the plant is not accessible in any fashion and there are inherent risks to operating a facility blindly without the capacity to remotely monitor.

Staff has long recognized the need and been sourcing conventional back-up power solutions for the treatment facility since 2012. Due to very limited fiscal resources, challenges surrounding the added structural costs to cover a backup solution and other higher priority projects, backup power at the treatment plant has been deferred. To be sure, however, a backup power solution at the District's treatment facility is and should remain a high priority for the District.

More recently, Staff have applied for grants and other resiliency funding moving affirmatively toward a commitment to reducing greenhouse gas emissions with a preference to install or replace carbon-based units with low or no emission alternatives. In addition to no emissions, current battery technology also provides for other benefits such as “peak shaving.” The energy savings at the treatment from proposed 174 kW Tesla system has been estimated to be \$5000 – 8000 per year providing for an estimated annual reduction in energy expenses at the treatment facility of 14 – 22 %.

Therefore, it is recommended that the Board authorize the Ad Hoc committee together with the General Manager to verify with GSR Energy approval of the interconnection agreement and structural enclosure and proceed to execute the Energy Services Agreement with GSR Energy to meet the Proof of Project deadline on or before April 27, 2021.

ACTION:

1. Motion to Authorize the General Manager to Execute the Energy Services Agreement with GSR Energy upon written verification of an approved interconnection agreement with PGE and an approved structural design from Tesla, Inc.

Attachments:

- PGE - SGIP Conditional Reservation Letter
- GSR Energy, Energy Service Agreement (1509929.2) with Comments
- GSR Energy, Energy Output and Demand Savings From Energy Storage Analysis
- PGE Interconnection Application Summary
- Mike Smith Engineering - TESLA Battery Enclosure
- Invoice_210442_from_MIKE_SMITH_ENGINEERING_INC.
- BVWD - GSR Executed SGIP Deposit Agreement

Jeff Gouveia

From: Self Generation Program <Selfgen@pge.com>
Sent: Wednesday, January 27, 2021 6:17 PM
To: Jeff Gouveia
Cc: SGIP Database; commercial.incentives@tesla.com
Subject: SGIP Conditional Reservation Letter, Bear Valley Water District [PGE-SGIP-2020-3656]



01/27/21

Dear Jeff Gouveia,

Great news! A **Conditional Reservation** has been approved for your SGIP project PGE-SGIP-2020-3656. See below for the Conditional Reservation details.

Project ID: PGE-SGIP-2020-3656

Host Customer: Bear Valley Water District

Equipment HSE, HWY 4

Site Address: Bear Valley, CA 95223

Equipment Type: Electrochemical Storage

Storage Capacity: 696 kWh

Rated Capacity : 174.000 kW

Requested Incentive Amount: \$696,000.00

Application Fee Paid: \$0.00*

Proof of Project Milestone Date: 04/27/21

Reservation Expiration Date: 07/27/22

Important: This Conditional Reservation is only valid until the Proof of Project Milestone (PPM) due date: 04/27/21. **Please submit all required PPM documents by 04/27/21.**

Submit all PPM documents via the SGIP Online Application Portal:

- Log into your account at www.selfgenca.com and select the project from the Dashboard
- Upload the PPM documents on the Documents page
- Once you have uploaded all of the requested documents, click the "Submit" button on the Submit page to transmit the materials to Pacific Gas and Electric.

Please note: The reserved incentive amount of **\$628,000.48** *may change based*

upon any of the following situations:

- Changes to the total eligible project costs or the equipment.
- Gas generation projects comply with the renewable fuel blending requirement for the year in which they applied.
- Energy storage systems paired with a renewable generator comply with the Investment Tax Credit requirements or charge the system at least 75% from the renewable generator.
- If the CA manufacturer bonus was granted for the project, the reserved incentive amount is contingent upon submission and approval of the "Request for California Manufacturer Status" document for the manufacturer listed on the RRF.

The reserved incentive amount is specific to the proposed project information listed on the RRF. Changes to the proposed project must be approved by PG&E beforehand. The final incentive amount will be established at the Incentive Claim stage after review of the final project cost breakdown and affidavit, and final system approval after inspection.

**Due to SIP, we are not able to verify the application fee. Once we are back in the office we will verify application fees and process accordingly.*

Questions?

Please feel free to contact us at selfgen@pge.com should you have any questions. We appreciate the opportunity to serve you!

Thank you,

Anthony Farmer, Senior Processor

Self-Generation Incentive Program (SGIP)

Phone: 415-973-6436 or email selfgen@pge.com

For SGIP Program information, Handbook and Forms, please visit:

[PG&E SGIP Program](#)

[Self- Generation Incentive Program](#)

[PSPS Address Lookup Tool for Equity Resiliency Eligibility](#)

[CPUC](#)

[pge.com](#) : [privacy](#)

NOTE: You are receiving this email because we received an inquiry from you about your incentive request. Pacific Gas and Electric Company, 77 Beale St., San Francisco, CA 94105.

Energy Services Agreement

This Energy Services Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Host Customer:		Seller:	
Name and Address	Bear Valley Water District Equipment HSE, Hwy 4, Bear Valley, CA 95223 Attention: Jeff Gouveia	Name and Address	GSR-BTM LLC 1 Clipper Cove San Francisco, CA 94130 Attention: Mark Tholke
Phone	209.753.2112	Phone	(925) 338-3815 office (925) 548-8826 mobile
Fax	None	Fax	None
E-mail	jeff.gouveia@bvwd.ca.gov	E-mail	mark@gsr-energy.com
Premises Ownership	Host Customer X owns <input type="checkbox"/> leases the Premises. List Premises Owner, if different from: Host Customer: N/A _____	Additional Seller Information	
Tax Status	Public agency – non profit		
Project Name	BVWD energy resiliency		

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Recitals:

A. Host Customer is a California public agency, providing water and water treatment services to its customers.

B. Host Customer seeks to reduce the costs it incurs to purchase electricity.

C. Seller is in the business of designing, installing, and maintaining battery energy storage systems.

D. The California Public Utility Commission, a California state agency, through its Self-Generation Incentive Program (“SGIP”) provides incentives to support existing, new, and emerging distributed energy resources. SGIP provides rebates for qualifying distributed energy systems installed on the customer's side of the utility meter. Battery energy storage systems qualify for incentives under the SGIP.

E. Host Customer and Seller seek to enter into this Agreement whereby Seller will design, install and maintain a battery energy storage system described in Exhibit 2 (“**System**”) on real property operated by Host Customer, which property is described or depicted in Schedule A to Exhibit 2 (“**Premises**”). Seller will seek to obtain, with Host Customer’s cooperation, one or more incentives through the SGIP, which incentives will be

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the property of Seller. Host Customer will be responsible for capital expense associated with building structures that protect the BESS from snow intrusion while maintaining required clearances for operations and maintenance services (collectively, the "Improvements").

This Agreement sets forth the terms and conditions of the purchase and sale of the services provided from the System.

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1 Pricing
- Exhibit 2 System Description, Delivery Point, and Premises
- Exhibit 3 Host Customer Information
- Exhibit 4 General Terms and Conditions
- Exhibit 5 Definition of Services

Host Customer:

Seller: GSR-BTM LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT 1

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Pricing

1. **Initial Operating Term:** Ten (10) years, beginning on the Commercial Operation Date (the “**Initial Operating Term**”).
2. **Additional Operating Term:** Up to one (1) additional term of five (5) years at the same Contract Price (as set forth in Section 3, below) as the Initial Operating Term beginning on the expiration of the Initial Operating Term (the “**Additional Operating Term**”).
3. **Contract Price:** Self Generation Incentive Program (“SGIP”) Payments are assigned by Host Customer to Seller and paid by SGIP Program Administrator directly to Seller in accordance with Sections 4 and 11. The table below delineates SGIP Payments paid directly to Seller by SGIP Program Administrator and payments paid by Host Customer to Seller.

Operating Term Contract Year	\$/year (from SGIP Program Administrator to Seller)	\$/year (from Host Customer)
1	\$314,000.00	\$0
2	\$62,800.00	\$0
3	\$62,800.00	\$0
4	\$62,800.00	\$0
5	\$62,800.00	\$0
6	\$62,800.00	\$0
7	\$0	\$0
8	\$0	\$0
9	\$0	\$0
10	\$0	\$0
11	\$0	\$0
12	\$0	\$0
13	\$0	\$0
14	\$0	\$0
15	\$0	\$0
Total	\$628,000.00	\$0

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The first year of the Initial Operating Term shall commence on the Commercial Operation Date, and each subsequent Operating Term Contract Year shall commence on the anniversary of the Commercial Operation Date.

4. **Contract Price Assumptions.** The Contract Price is \$628,000.00 based on the following assumptions:
 - a. Interconnection costs for the System will not exceed \$10,000 in the aggregate.
 - b. All prices in this Agreement are calculated based on an Upfront Payment of \$314,000.00 from SGIP and a maximum Performance Based Payment of \$62,800.00 paid by SGIP at the end of each of the first five years of System operations. The Host Customer posted the SGIP 5% Deposit for this System in the amount of \$31,400 (“**Deposit**”); pursuant to a separate letter agreement dated on or about March 30, 2021 by and between Seller and Host Customer (“**March 30 Letter**”

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Agreement”), Seller reimbursed Host Customer for half the Deposit. It is anticipated the SGIP Program Administrator will refund the Deposit directly to Host Customer shortly after the Commercial Operation Date.

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c. The System is sized and configured as defined by **Exhibit 2**.

5. Contract Price Exclusions. Unless Seller and Host Customer have agreed otherwise in writing, and except as otherwise provided in Section 2(i) of **Exhibit 2**, Seller is not responsible for unexpected and atypical expenses unforeseen as of the Effective Date. Examples of such expenses may include, but are not limited to, unless included within the scope of the Project, unforeseen groundwork (including excavation and circumvention of underground obstacles), upgrades or repair to customer or utility electrical infrastructure (including client or utility service, transformers, substations, poles, breakers, reclosers, and disconnects) and changes in System design which materially impact installation costs and that are caused by any inaccuracy or ambiguity in information provided by Host Customer including information related to building plans and specifications.

6. Termination Payment Schedule. In the event of early Termination of the Agreement by Host Customer for reasons other than a Seller Event of Default or for delay as stated in Section 2(d) of **Exhibit 4**:

- a. if on or after the Effective Date through SGIP Program Administrator issuance of the final Incentive Claim Form (ICF) approval letter¹, Host Customer must repay Seller that portion of the Deposit submitted by Seller to Host Customer under the March 30 Letter Agreement, and reasonable and documented out-of-pocket and direct overhead costs incurred by Seller to advance development of the System.
- b. if after SGIP Program Administrator issuance of the final Incentive Claim Form (ICF) approval letter and prior to end of the Contract Term, the Host Customer shall pay Termination Payment that is equal to those amounts in the corresponding Operating Term Contract Year listed in the Termination Payment Schedule below plus Seller’s actual reasonable cost incurred to remove the System from the Premises. Regarding System removal upon early Termination, Seller will provide open book accounting of any third-party costs incurred and shall not apply any margin or markup to such third-party costs.

Deleted: the SGIP 5% Deposit indicated in Section 4(b)

Operating Term Contract Year	Termination Payment (\$)
1	\$314,000.00
2	\$251,200.00
3	\$188,400.00
4	\$125,600.00
5	\$62,800.00
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0

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¹ Per the SGIP Handbook, Seller will submit the final Incentive Claim Form to SGIP Program Administrator after the Project is installed, interconnected and operational. SGIP Administrator may schedule and conduct a site visit before issuing the final ICF approval letter which begins the incentive payment process.

11	\$0
12	\$0
13	\$0
14	\$0
15	\$0

EXHIBIT 2

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System Description, Delivery Point, and Premises

- a. **System Location:** Equipment HSE Hwy 4, Bear Valley, CA 95223
- b. **System Size (AC kW):** 174.0
- c. **Expected First Year Energy Capacity (kWh):** 696.0
- d. **Expected Installation:** Indoor ☐ Outdoor ☒ **Location** Close to the existing electrical room, under a canopy to eliminate snow loads on the units themselves raised above the adjacent ground to prevent flooding.
- e. **Expected Battery Energy Storage System**

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Manufacturer/Model

Quantity

Tesla Powerpack 1490025-00-A 4-hour

3

- f. **Facility and System Description:** Facility is used for filling reservoir with water. Three (3) Tesla Powerwalls installed in parallel in one (1) Tesla Power Converter cabinet housing three (3) Powerstages that feed one (1) battery panel housing circuit breakers for the Power Converter, two (2) meters, and one (1) Tesla Site Controller. The panel will feed one (1) utility approve disconnect that will feed the main service panel. One (1) relay to be installed at the main disconnect to be controlled by the Tesla Site Controller for the purpose of islanding the site from the grid.
- g. **Description of Delivery Point:** Facility meter, located inside of premises. Powerpack to interconnect on the load side of the main service disconnect through a utility approved disconnect. Powerpack to feed all distribution panels downstream of the main service disconnect.
- h. **Description of back-up power capabilities in the event of loss of grid power including any circuit relocations identified as necessary:** As described in Exhibit 5.
- i. **Description of cost items not included in Contract Price, if any:** Host Customer will be responsible for capital expense associated with building structures that protect the BESS from snow intrusion while maintaining clearances required by Tesla.

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EXHIBIT 3

Host Customer Information

Within 10 days following the execution of this Agreement, Host Customer will supply Seller with the following information:

Host Customer Information							
Name: Bear Valley Water District					Tax ID: (if applicable) - needs updating		
Previous & Other Names (if applicable):				Website: https://www.bvwd.ca.gov/			
Address: Equipment HSE Highway 4							
City, State, Zip Bear Valley, CA 95223							
Phone Number: 209.753.2112				Fax Number: () -			
Entity Type	S-Corp	C-Corp	Partnership	Sole Prop	LLC	LLP	Other
Check One:							X
Property Address for Battery Installation: See above			State:		Zip Code:		Property Owned by Applicant X YES o NO
Property Type Water Treatment Facility		If Not Applicant, Name of Property Owner, address, phone number and email.					
Information Requested: Please submit the information required below via electronic format to @.							
Corporate Records / Formation Documentation							
<input type="checkbox"/> Copy of Articles of Incorporation, Partnership Agreement, Fictitious Name Statement or Organizational formation documents (If applicable).							
Financial Statements							
<input type="checkbox"/> If readily available, last two (2) years of CPA audited, reviewed, compiled statements (Balance Sheet, Income Statement, Cash Flow).							
Real Estate Documents							
<input type="checkbox"/> Demonstration of Ownership of Premises or Lease with Premises Fee Owner							
<input type="checkbox"/> Copies of Liens or Third-Party Security Interests in the Premises							

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If Host Customer is not Property Owner, Seller may request Host Customer to provide additional documentation to complete the evaluation process. Seller will notify Host Customer if additional information is required.

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EXHIBIT 4

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General Terms and Conditions

1. **Purchase and Sale of Services.** Host Customer shall purchase from Seller, and Seller shall sell to Host Customer, the System Services (as defined in this **Exhibit 4**) commencing on Commercial Operation Date and through the Contract Term (as defined in Section 2(a)). Electricity stored by the System shall be delivered to Host Customer at the Delivery Point.
2. **Term and Termination.**
 - a. **Effective Date; Contract Term.** This Agreement is effective as of the Effective Date and the Contract Term consists of two periods, a **Development Term** that starts on the Effective Date and runs up until the Commercial Operation Date and then an **Initial Operating Term** that starts on the Commercial Operation Date and runs for a period of 10 years, unless earlier terminated as provided for in this Agreement or extended for an Additional Operating Term (collectively, the “Term”).
 - b. **Additional Operating Term.** The Parties may agree in writing to extend this Agreement for one (1) additional five-year Operating Term at the same Contract Pricing as the Initial Operating Term.
 - c. **Termination Due to Contract Price Adjustments or Lack of Project Viability.** If, at any time during the Development Term (i) significant additional and unanticipated costs are identified which have not previously been identified pursuant to Section 5 of **Exhibit 1** or which exceed the Contract Price assumptions pursuant to Section 4 of **Exhibit 1**, or Seller determines that the installation of the System will not be technically or economically viable for any other reason, and (ii) the Parties have failed to reach agreement after negotiating a Contract Price adjustment for sixty (60) days following written notice from Seller to Host Customer, either Party may terminate this Agreement by providing ten (10) days’ prior written notice to the other Party. Neither Party shall be liable for any damages in connection with such termination. After Commencement of Installation, the Contract Price shall not be subject to further adjustment pursuant to Section 5 of **Exhibit 1** or otherwise. Notwithstanding anything to the contrary contained in this Agreement, Host Customer will have the right to terminate this Agreement with no liability for any damages or costs suffered or incurred by Seller if Host Customer’s costs to purchase electricity over a twelve month period increase as a result of the installation or operation of the System and Seller does not make Host Customer whole on a dollar per dollar basis compared to the electricity bill for similar twelve month period prior to the installation of the System.
 - d. **Termination by Host Customer for Delay.** Seller will use commercially reasonable efforts to achieve Commencement of Installation at least sixty (60) days prior to the expiration of the SGIP reservation as indicated in the Conditional Reservation Letter for the System, as may be extended by the SGIP Program

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Administrator. If Seller fails to meet this deadline, Host Customer may terminate this Agreement by providing thirty (30) days' prior written notice to Seller; provided that this Agreement will not terminate pursuant to this Section 2(d) if Seller achieves Commencement of Installation on or before the end of such thirty (30) day notice period. In addition, Host Customer shall not be liable for any damages in connection with such termination.

- e. **Termination for Failure of SGIP.** The state rebate and incentive calculations Seller has provided to Host Customer are estimates. These estimates are based on certain assumptions that may not be applicable based on the circumstances specific to the System. However, actual rebates and incentives may vary based on changes in eligibility requirements, funding availability, and funding rates. No substantial commencement of on-site work shall begin until Seller has received confirmation of a successful SGIP reservation in an amount that preserves the financial viability of this Agreement under the terms provided herein. When Seller has received this reservation confirmation, Seller will then request an Incentive Claim Form to be signed by Host Customer. Once the Conditional Reservation Letter is obtained, listing Seller or a financing party determined by Seller as the payee, and the necessary financing is in place to fund the System, Seller will commence work assuming equipment availability. Host Customer shall complete and return any rebate or associated utility program participation paperwork requested by Seller within seven (7) days of receipt. Each Party has the right to terminate this Agreement, without penalty or fee, if Seller determines after the engineering site audit of the Premises that Seller has misestimated the System's total cost or the estimated rebate is confirmed at a lower amount than proposed. Such termination right will expire at the earlier of (i) one (1) week before the scheduled System installation date and (ii) one (1) month after Seller informs Host Customer in writing of the revised cost. Any changes to the System will be documented in a written amendment to this Agreement signed by both Host Customer and Seller. Host Customer authorizes Seller to make corrections to the utility and incentive paperwork to conform to this Agreement or any amendments to this Agreement that are signed by both Parties.

3. **Billing and Payment; Taxes.**

- a. **Charges.** In accordance with Section 11.a, Host Customer and Seller agree that ~~the SGIP Program is to pay Seller the SGIP Payments ("Contract Price") as set forth in Section 3 of Exhibit 1 (the "Contract Price").~~
- b. ~~**INTENTIONALLY OMITTED.**~~
- c. ~~**INTENTIONALLY OMITTED.**~~
- d. **Taxes.** Seller is responsible for any incremental personal property taxes imposed on the Host due to installation of the System ("**Seller's Taxes**"). Seller shall not be responsible for taxes, if any, assessed on the sale, delivery or consumption of electricity stored by the System.

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Deleted: Invoices. Seller shall invoice Host Customer annually, unless no payment is due under the terms of this Agreement. Such annual invoices shall state the rates applicable to, and charges incurred by, Host Customer under this Agreement

Deleted: Payment Terms. All amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) above the Prime Rate (but not to exceed the maximum rate permitted by law). All payments shall be made in U.S. dollars

4. **Incentives and Environmental Attributes.** As the owner of the batteries within the System, Seller is entitled to the benefit of, and will retain all ownership interests in the Incentives and Environmental Attributes applicable to the System. Host Customer shall cooperate with Seller in obtaining, securing and transferring all Incentives, if any. Host Customer is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. Host Customer shall not make any filing or statements inconsistent with Seller's ownership interests in the Incentives and Environmental Attributes; provided, however, nothing contained herein will limit or is intended to limit Host Customer's ability or right to make statements regarding the features of the Incentives or the Environmental Attributes (or both). If any Incentives are paid or delivered directly to Host Customer, Host Customer shall immediately pay or deliver such items or amounts to Seller. For sake of clarity, Seller will be responsible for payment of any deposit required to secure Incentives and if any such deposit is refunded to Host Customer rather than to Seller, Host Customer will immediately pay or deliver such refunded amounts to Seller.

"Governmental Authority" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

"Incentives" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits (including depreciation deductions) under federal, state or local law, and (iv) any other attributes, commodity, Payments stream or payment in connection with the System (such as ancillary or capacity Payments), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include Environmental Attributes.

"Environmental Attributes" means, with respect to the System, any and all presently existing or created in the future credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the operation of the System and its displacement of conventional energy generation.

5. **Project Completion.**

- a. **Project Development.** Seller shall diligently pursue the development and installation of the System, subject to Section 2(c) above and the remaining provisions of this Section 5 and Section 6.
- b. **Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain the following at its sole cost and expense (each an **"Approval"**):

- i. any agreements and approvals from the utility necessary in order to interconnect the System to the utility's electric distribution system.
- ii. any zoning, land use and building permits required for Seller to construct, install and operate the System; and

Host Customer shall cooperate with Seller's reasonable requests to assist Seller in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Host Customer to the local utility.

- c. **System Design Approval.** Seller shall provide Host Customer with a copy of the System design for approval before Commencement of Installation. Host Customer shall have ten (10) days after receipt to approve or disapprove the design. Failure by Host Customer to respond within such ten (10) day period shall be deemed approval of the design. To disapprove the design, the Host Customer must provide commercially reasonable explanation for such disapproval and clear feedback on requested changes. Seller shall make commercially reasonable efforts to modify the design and resubmit it for Host Customer's approval. If the Host Customer and Seller cannot reasonably agree on an economically viable System design modification, Seller may terminate this Agreement under Section 2(c) above.
- d. **Commencement of Installation.** Seller shall exercise commercially reasonable efforts to achieve Commencement of Installation, consistent with provisions in **Exhibit 4**, Section 2(a). "**Commencement of Installation**" means the date that Seller or its installation contractor has begun physical installation of the System on the Premises.
- e. **Force Majeure.**
 - i. **Force Majeure Event.** If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Initial or Additional Operating Term and impacts the ability of the System to deliver electricity to the Delivery Point, the Initial or Additional Operating Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.
 - ii. **Extended Force Majeure.** If a Force Majeure Event for which one Party has notified the other Party under paragraph (i) above either: (x) continues for a consecutive period of one hundred eighty (180) days or more within a twelve

(12) month period; or (y) is deemed by mutual agreement of the Parties to have rendered repairs to the System impractical; then either Party may terminate this Agreement without either Party having further liability under this Agreement except: (a) liabilities accrued before termination including Seller's responsibility to remove the System as required under Section 9 (but Host Customer shall reimburse Seller for Seller's costs associated with the removal of the batteries within the System, not to exceed \$500.00) if the Force Majeure Event affects Host Customer and Host Customer elects to terminate the Agreement). Notwithstanding the foregoing, if the Force Majeure Event can be corrected through repair or restoration of the System or other actions by Seller and, before expiration of the initial one hundred eighty (180) day period, Seller provides written evidence to Host Customer that it is diligently pursuing such actions, then Host Customer shall not have the right to terminate this Agreement so long as Seller continues to diligently pursue such actions.

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iii. **"Force Majeure Event"** means any event or circumstance beyond the reasonable control of and without the fault or negligence of Seller, including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; pandemic including COVID-19, but only to the extent of direct impacts of COVID-19 (including travel restrictions, quarantine restrictions, supply chain disruptions, and labor force disruptions) of which such Party was not aware, and should not reasonably have been aware, as of the Effective Date; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out, including those related to disease or pandemic; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; animals; the binding order of any Governmental Authority; the failure to act on the part of any Governmental Authority (including, without limitation delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid; and failure or unavailability of equipment, supplies or products outside of Seller's control or due to a Force Majeure Event.

iv. **Extension of Time.** If Seller is delayed in achieving Commencement of Installation due to a Force Majeure Event, the requirement of achievement of Commencement of Installation will be automatically extended day for day to account for the impact of the delay.

f. **Commercial Operation.** Seller shall notify Host Customer in writing when it has achieved Commercial Operation (the date of such notice, the **"Commercial Operation Date"**). **"Commercial Operation"** means that the System is mechanically complete, capable of providing electricity to the Delivery Point at the nameplate capacity specified in **Exhibit 2** and has permission to operate from the relevant Governmental Authority. Seller shall provide Host Customer with

documentation to evidence that the System is ready to begin Commercial Operation upon Host Customer's reasonable request.

6. **Installation, Operation and Maintenance.**

- a. **Seller's General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, at its sole cost and expense, Seller shall design, engineer, install, commission, monitor, operate and maintain the System, in each case in a good and workmanlike manner and in accordance with applicable law and prudent industry practices in the state of California. The System shall comply with all applicable rules, regulation, and local building codes.
- b. **System Repair and Maintenance.** Seller may suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System; provided that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Host Customer. Scheduled and unscheduled maintenance and repairs shall be undertaken at Seller's sole cost and expense, except that Host Customer shall reimburse Seller for the reasonable cost of any repairs or maintenance resulting from damage caused by Host Customer, its agents, employees or contractors.
- c. **Maintenance of Premises.** Host Customer shall, at its sole cost and expense, maintain the Premises and Improvements in good condition and repair, reasonable wear and tear excepted. Host Customer, to the extent within its reasonable control, (i) shall ensure that the Premises always remains interconnected to the local utility grid; and (ii) shall not permit cessation of electric service to the Premises from the local utility. Host Customer is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the Host Customer's side of the Delivery Point, including all of Host Customer's equipment that utilizes the System's outputs. Host Customer shall use commercially reasonable efforts to cooperate with Seller to comply with any technical standard of the utility providing electrical power to the Host Customer, and does not need to receive permission to operate from the utility.
- d. **Alteration of Premises.** Not less than thirty (30) days before making any alterations or repairs to the Premises (except for emergency repairs) or any Improvement which may adversely affect the operation and maintenance of the System, Host Customer shall inform Seller in writing and, thereafter, shall use commercially reasonable efforts to conduct such repairs, alterations or Improvements in compliance with any reasonable request made by Seller within ten (10) days after having received such written request to mitigate any adverse effect. If any repair, alteration, or Improvement result in a permanent and material adverse economic impact on the System, Host Customer may request relocation of the System under Section 8 hereof. If a temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Seller shall perform such work, and any re-connection or re-installation of the System, at Host Customer's cost, subject to Sections 6(b) and 6(c). Seller shall make any alterations and repairs

in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.

- e. **Malfunctions and Emergencies:** Each Party shall notify the other Party within twenty-four (24) hours following the discovery of any emergency condition affecting, material malfunction in, or damage to, the System or its operation. In the event of any System emergency condition, or any damage or loss of the use of the Premises or the System, or event or condition that could reasonably be expected to result in physical damages to the Premises, Seller, or if necessary, Host Customer, shall undertake appropriate and necessary repairs or corrective action in an expeditious and safe manner.
- f. **Disconnection.** Host Customer shall not cause or allow a disconnection of the System from its utility's electrical facilities, including as a result of non-payment of bills from its utility unless directed to do so by Seller or in response to an emergency situation per Section 6(d).

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7. **Miscellaneous Rights and Obligations of the Parties.**

- a. **Access Rights.** Host Customer hereby grants to Seller and to Seller's agents, employees, contractors and the utility (i) a non-exclusive license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across the Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of this Agreement (the "**License Term**"), for the purposes of performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement and otherwise as required by Seller to perform this Agreement. During the Contract Term, Host Customer shall provide Seller, its employees, contractors and subcontractors with reasonable access to the Premises at mutually agreed upon times to allow Seller to perform (i) the installation work, (ii) System operations and maintenance and (iii) System removal, including ingress and egress rights to the Premises and access to electrical panels and conduits to interconnect or disconnect the System with the Premises electrical wiring. Host Customer shall provide reasonably sufficient space for the temporary storage and staging of tools, materials and equipment during the installation and/or removal of the System. During the License Term, Host Customer shall preserve and protect Seller's rights under the Licenses and Seller's access to the Premises and shall not interfere, or permit any third parties under Host Customer's control to interfere with such rights or access. Seller may record a customary memorandum of license in the land records respecting the Licenses.
- b. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.
- c. **Safeguarding the Premises.** Host Customer shall maintain the physical security of the Premises and Improvements in a manner to be expected of a reasonable and prudent owner or lessee of premises and improvements similar to the Premises and

Improvements in nature and location. Host Customer shall not conduct or permit activities on, in or about the Premises or the Improvements that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Host Customer shall indemnify Seller for any loss or damage to the System to the extent caused by or arising out of (i) Host Customer's breach of its obligations under this Section or (ii) the acts or omissions of Host Customer or its employees, agents, invitees or separate contractors. Any claim for indemnification for any loss or damage to the System as provided in the prior sentence will be reduced by any amount that Seller (a) receives from any insurance policy regarding such loss or damage or (b) realizes as tax savings because of such loss or damage.

- d. **Use and Payment of Contractors and Subcontractors.** Seller shall use suitably qualified, experienced, and licensed contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall be responsible for the quality of the work performed by its contractors and subcontractors. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement.

e. **Liens.**

- i. **Lien Obligations.** Host Customer shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Seller access to the Premises, (each a "**Lien**") on or with respect to the System. Seller shall not directly or indirectly cause, create, incur, assume, or allow to exist any Lien on or with respect to the Premises or the Improvements. Each Party shall immediately notify the other Party in writing of the existence of any such Lien following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each indemnifying Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property.
- ii. **Lien Indemnity.** Each Party shall indemnify the other Party from and against all claims, losses, damages, liabilities, and expenses resulting from any Liens filed against such other Party's property as a result of the indemnifying Party's breach of its obligations under Section 7(e)(i).

8. **Relocation of System.**

If, during the Contract Term, Host Customer ceases to conduct business operations at the Premises or vacates the Premises; the Premises have been destroyed; or the Host Customer is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by Seller), Host Customer may

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propose in writing the relocation of the System, at Host Customer's cost, in lieu of termination of the Agreement by Seller for a Default Event by Host Customer. If such proposal is practically feasible and preserves the economic value of the agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Host Customer's proposal, Seller may terminate this Agreement pursuant to Section 14(b)(ii).

9. **Removal of System upon Termination or Expiration.**

Upon the expiration or earlier termination of this Agreement (provided Host Customer does not exercise its purchase option under Section 17(b)), Seller shall, at its expense (unless expressly provided otherwise in this Agreement), remove all of the tangible property comprising the System from the Premises with a targeted completion date that is no later than ninety (90) days after the expiration or early termination of the Contract Term. The portion of the Premises where the System is located shall be returned to substantially its original condition (excluding ordinary wear and tear), including the removal of System mounting pads or other support structures. Host Customer must provide sufficient access, space and cooperation as reasonably necessary to facilitate System removal. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Host Customer may, at its option, remove the System to a rented warehouse with Seller paying reasonable rent charges and restore the Premises to its original condition (other than ordinary wear and tear) at Seller's cost.

10. **System Data.**

a. **Ownership Rights.** Host Customer acknowledges that the System collects, produces, and delivers to Seller certain data, information, and content (collectively "Equipment Data") through the operation of the System. Seller shall always retain right, title and interest in all Equipment Data associated with, or resulting from, the installation and operation of the System. Seller may use the Equipment Data in any way it elects provided that any such use of the Equipment Data disclosed to any person other than Host Customer or an agent or affiliate of Host Customer shall be anonymized in a manner such that it is not possible to link that data to Host Customer. Seller acknowledges that the System will provide Host Customer with certain operational and performance data, in accordance with System Services as described in **Exhibit 5** attached hereto. Host Customer may use Equipment Data in any way it elects provided that any such use of the Equipment Data disclosed to any person other than Seller or an agent or affiliate of Seller shall not disclose any knowledge, data or information related to the System and/or Seller's use and ownership of the System.

b. **Access to Data and Systems.** To facilitate its participation in SGIP and Grid Programs (as defined in Section 11 and Section 12 of this Agreement), Seller may access and use Host Customer's data, including utility account information, usage history, and meter data. Host Customer agrees to provide Seller with available electrical design information about the System, its Premises, and other electrical

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hardware attached to its Premises, including single-line diagrams and permits. Host Customer agrees to allow Seller and Seller affiliates, its utility, the California Integrated System Operator (CAISO), governmental bodies, and their affiliates (collectively, “Grid Service Entities”) to come to its Premises at agreed-upon times to inspect and modify the System, including, as agreed-to by Host Customer, installing additional hardware on or around the System as required to comply with SGIP or Grid Program requirements. Host Customer agrees to participate in and complete all surveys received from Seller and its Grid Service Entities.

11. **SGIP Requirements.**

- a. **Purpose.** The System is participating in California’s Self Generation Incentive Program (“**SGIP**”), and Host Customer authorizes Seller to act as Host Customer’s SGIP Services Provider to facilitate Host Customer’s participation in SGIP. The State may charge Host Customer an application fee (“**Application Fee**”) for participating in the SGIP financial incentive programs. Costs associated with this Application Fee will be paid by Seller. The financial incentives issued by Host Customer’s SGIP Program Administrator after the System achieves permission to operate from the Utility is called “**SGIP Payments**”. Host Customer assigns all title and interest in SGIP Payments to Seller, identifying Seller as Payee to the SGIP Program Administrator, and releases any claim to the SGIP Payments. Notwithstanding anything in this Agreement to the contrary, Seller and Host Customer stipulate and agree that, except as a result of the breach of this Agreement by Host Customer, the risk that Seller does not receive or have the right to possess any SGIP Payment is entirely Seller’s, and Host Customer will have no liability to Seller to the extent Seller does not receive or have the right to possess any SGIP Payment, in whole or in part.
- b. **SGIP Payments.** SGIP Payments have two separate components. The first component is a one-time payment totaling 50% of the total SGIP Payments as reflected in **Exhibit 2 (“Upfront Payment”)**. The second component is the Performance Based Payment, the balance of the SGIP Payments paid out at a maximum of 10% per year over five years based on annual kilowatt-hours discharged and complying with all greenhouse gas (GHG) emission reduction, cycling and other system and operational requirements adopted by the California Public Utility Commission. Seller will monitor and manage the capabilities of the System to: a) allow the System to provide back-up power during periods of loss of grid power, and b) comply with cycling requirements for the Performance Based Payment Term, and c) reduce Host Customer electric bills by discharging energy to reduce site peak demand and/or by discharging energy during high priced time-of-use periods, and d) permit participation in Grid Services as described in Section 20. The System must discharge an average of 104 Full Cycles per year for the first five years of operation to qualify for the maximum available SGIP Payments. A “**Full Cycle**” is discharging the full energy capacity of the System, whether during a single full discharge or over multiple partial discharges. Seller will work with Host Customer to ensure that the System functions to meet this SGIP requirement.

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Seller and Host Customer stipulate and agree that the risk the System fails to meet this SGIP requirement is entirely Seller's, and Seller will have no right to terminate this Agreement upon or anticipation of such a failure.

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- c. **Administration.** Seller will be responsible for administering SGIP matters, including preparing and submitting the SGIP application, liaising with SGIP administrators, preparing and submitting the incentive claim form (including documentation demonstrating utility Permission to Operate, final building inspection, final monitoring schematic/as-built, project cost affidavit and breakdown worksheet, one week dataset and 2 hour test dataset, scheduling of physical inspection) and receiving SGIP funds into a Seller designated account. Host Customer hereby authorizes Seller, as its Incentive Provider, to act on its behalf and to enroll, register, or otherwise include the System in all eligible financial incentives, including SGIP.
- d. **Further Assurances.** Seller shall execute such documents relating to such incentives as Seller has reviewed and determined reasonable, in its sole discretion, and will work collaboratively with Host Customer to process agreed upon rebate and incentive paperwork. Host Customer agrees to fully and promptly cooperate with Seller in its efforts secure SGIP Payments, including promptly taking any actions and providing all necessary documentation, data, access, authorizations, and any other information required by such incentive programs or by Seller.
- e. **Appointment as SGIP Services Provider.** Host Customer hereby appoints Seller, or another party designated by Seller, to act on its behalf as its sole and exclusive agent and **provider for SGIP ("SGIP Services Provider")**. Host Customer hereby authorizes the SGIP Services Provider to act on its behalf and to enroll, register, or otherwise cause the participation of the System in SGIP, including: (i) receiving notices from its utility and any other third parties regarding SGIP, and **(ii) payments to and from its utility and any other third parties regarding SGIP**. Host Customer grants to Seller all rights to use the System to provide SGIP Services and to otherwise participate in SGIP. Host Customer understands that such use of the System by Seller (or Seller's affiliates) may override other System operating modes while preserving key capabilities to provide back-up power and cycling requirements for SGIP. Seller will make any relevant notices and documents available to Host Customer. Notwithstanding anything in this Agreement to the contrary, Seller and Host Customer stipulate and agree: (i) all electricity provided to the Premises, whether stored in the System or otherwise, is the sole property of Host Customer; and (ii) Host Customer has the unfettered right to possess and use all electricity provided to or stored on or about the Premises (including, without limitation, electricity stored in the System); and (iii) Seller may not design, engineer, install, operate, maintain, repair, or replace the System in such a way to materially adversely affect Host Customer's business activities or operations on or about the Premises (including, without limitation, increasing Host Customer's costs to purchase electricity or affecting in any material way Host Customer's efforts to

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reduce its costs relative to purchasing electricity for its operations on or about the Premises).

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- f. **Host Customer Default.** Host Customer will be in default under this Section 11 if Host Customer fails to perform any obligation under this Section 11. If Host Customer is in default, Seller may take any reasonable action to correct its default or to prevent Seller's loss. If Host Customer defaults under this Section 11, Host Customer will reimburse Seller for any loss of SGIP benefits Seller suffers and for any return of SGIP refunds Seller must make to program administrators.

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12. **Grid Services**

- a. **Purpose.** In addition to providing the System Services listed in **Exhibit 5** and the SGIP Services described in Section 11, the System can provide certain additional services to the electric grid ("**Grid Services**", in each case provided under a "**Grid Program**"). Such Grid Services are designed to help maintain the reliability of the electrical grid, by reducing the strain placed on the electrical grid during periods of high electricity demand and/or reduce the electrical grid's contribution to GHG emissions. Host Customer authorizes Seller to enroll the System to participate in any Grid Program which may from time to time become available provided that Seller shall operate the System under any such Grid Program in a manner that does not disrupt the provision of the System Services described in **Exhibit 5**. In some cases, incentives or payments may be available for participation in a Grid Program ("**Grid Payments**"). Seller will notify Host Customer if Seller will enroll the System in any Grid Program, including what, if any, Grid Payments will be paid to Host Customer, and Host Customer will have thirty (30) days to opt the System out of participating in the Grid Program. If Host Customer does not timely opt out of participating in the Grid Program, the System will be enrolled in the Grid Program and Host Customer agrees to execute all documents necessary to have the System participate in the Grid Program.
- b. **Appointment as Grid Services Provider.** Host Customer hereby appoints Seller, or another party designated by Seller, to act on its behalf as its sole and exclusive agent and provider for participation in Grid Programs ("**Grid Services Provider**"). Host Customer hereby authorizes the Grid Services Provider to act on its behalf and to enroll, register, or otherwise cause the participation of the System in any Grid Program, subject to the terms of this section.
- c. **Further Assurances.** Seller shall execute such documents relating to enrollment and participation in Grid Programs as Seller has reviewed and determined reasonable, in its sole discretion, and will work collaboratively with Host Customer to process agreed upon Grid Program paperwork. Host Customer agrees to fully and promptly cooperate with Seller in its efforts to assist Host Customer, including promptly taking any actions and providing all necessary documentation, data, access, authorizations, and any other information required by such Grid Programs or by Seller.

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13. **Reserved**

14. **Default, Remedies and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a “**Defaulting Party**”, the other Party is the “**Non-Defaulting Party**” and each of the following is a “**Default Event**”:
- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
 - ii. failure of a Party to perform any material obligation under this Agreement not addressed elsewhere in this Section 14(a) within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within thirty (30) days and the Defaulting Party has demonstrated before the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed ninety (90) days;
 - iii. any representation or warranty given by a Party under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within ninety (90) days); or,
 - v. in the case of Host Customer as the Defaulting Party only, Host Customer (A) loses its rights to occupy and enjoy the Premises, unless (I) the Parties agree upon a relocation under Section 8 above, or (II) Host Customer pays the Termination Payment determined under Section 6 of **Exhibit 1** within thirty (30) days after written request by Seller; or (B) prevents Seller from performing any material obligation under this Agreement unless such action by Host Customer is (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Seller.
 - vi. in the case of Host Customer selling its Premises but not assigning this Agreement to new Host Customer that accepts this Agreement and all its

obligations and maintains electrical loads on the Premises that allow the System to continue operating.

b. **Remedies.**

- i. **Suspension.** Upon the occurrence and during the continuation of a Default Event by Host Customer, including a Payment Default, Seller may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Host Customer cures the Default Event in full, or (b) of termination of this Agreement. Seller's rights under this Section 14(b)(i) are in addition to any other remedies available to it under this Agreement, at law or in equity.
- ii. **Termination.** Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days prior written notice to the Defaulting Party; provided, that, in the case of a Default Event under Section 14(a)(iv), the Non-Defaulting Party may terminate this Agreement immediately.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement pursuant to Section 14(b)(ii), the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
 - (1) **Termination by Seller.** If Seller terminates this Agreement for a Default Event by Host Customer, the Termination Payment payable to Seller shall be equal to the sum of (i) the applicable amount set forth in the Termination Payment Schedule set forth in Section 6 of **Exhibit 1**, and (ii) any other amounts previously accrued under this Agreement and then owned by Host Customer to Seller.
 - (2) **Termination by Host Customer.** If Seller is the Defaulting Party and Host Customer terminates this Agreement, the Termination Payment to Host Customer will be equal to the sum of (i) all direct costs reasonably incurred by Host Customer by reason of the termination; and (ii) any and all other amounts previously accrued under this Agreement and then owed by Seller to Host Customer. The Termination Payment determined under this Section 14(b)(iii)(2) cannot be less than zero.
- iv. **Liquidated Damages.** The Parties agree that, if Seller terminates this Agreement before the expiration of the Contract Term pursuant to Section 14(b)(ii), actual damages would be difficult to ascertain, and the Termination Payment determined in accordance with Section 14(b)(iii)(1) is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement and is not a penalty.

- c. **Obligations Following Termination.** If a Party terminates this Agreement pursuant to Section 14(b)(ii), then following such termination, Seller shall remove the equipment constituting the System in compliance with Section 9 above at the sole cost and expense of the Defaulting Party, *provided, however* that Seller shall not be required to remove the System following the occurrence of a Default Event by Host Customer pursuant to Section 14(a)(i), unless Host Customer pre-pays the cost of restoration reasonably estimated by Seller.
- i. **Reservation of Rights.** Except in the case of a termination under Section 14(b)(ii) and payment of a Termination Payment, if any, determined pursuant to Section 14(b)(ii), nothing in this Section 14 limits either Party's right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.
- ii. **Mitigation Obligation.** Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event; provided that such obligation shall not reduce Host Customer's obligation to pay the full Termination Payment set forth in Section 6 of **Exhibit 1** following a Default Event by Host Customer.
- iii. **No Limitation on Payments.** Nothing in this Section 14 excuses a Party's obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Host Customer but for a Host Customer breach or Default Event.

15. **Representations and Warranties.**

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:
- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. **Host Customer's Representations and Warranties.** Host Customer represents and warrants to Seller the following:

- i. **Licenses.** (a) Host Customer has title to or a leasehold or other valid property interest in the Premises such that Host Customer has the full right, power and authority to grant the Licenses in Section 7(a), (b) such grant of the Licenses does not violate any law, ordinance, rule or other governmental restriction applicable to Host Customer or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Host Customer is bound or that affects the Premises, and (c) if Host Customer does not own the Premises or any Improvement on which the System is to be installed, Host Customer has obtained all required consents from the owner of the Premises and/or Improvements, as the case may be, to grant the Licenses to Seller so that Seller may perform its obligations under this Agreement.
- ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Host Customer nor the performance by Host Customer of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Host Customer is a party or by which Host Customer is bound.
- iii. **Accuracy of Information.** All information provided by Host Customer to Seller, as it pertains to (a) the Premises, (b) the Improvements on which the System is to be installed, if applicable, (c) Host Customer's planned use of the Premises and any applicable Improvements, and (d) Host Customer's estimated electricity requirements, is accurate in all material respects.
- iv. **Host Customer Status.** Host Customer is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- v. **SGIP.** Host Customer understands and will complete all its obligations under Section 11 related to the SGIP program.

c. **Seller's Warranties.**

- i. If Seller damages any other part of the Premises or any Improvement, Seller shall repair and return the Premises or the Improvement to at least the same condition as existed before the damage; alternatively, Seller will reimburse Host Customer for such damage.
- ii. Seller warrants to Host Customer that the System (a) conforms to the specifications set forth in this Agreement and its exhibits and (b) is free from defects in material or workmanship. This warranty expires 3 years from the Commercial Operation Date. If Host Customer discovers within this period a failure of the System to conform to specifications, or a defect in material or workmanship, Host Customer must promptly notify Seller in writing. Within a

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reasonable time after notification, Seller will correct any failure of the System to conform to specifications or any defect in material or workmanship, with either new or used replacement parts. Such repair, including both parts and labor, will be performed at Seller's expense. If Seller is unable to repair any component within System to conform to the warranty after a reasonable number of attempts, Seller will provide a replacement component.

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- d. **NO OTHER WARRANTY.** THE WARRANTIES SET FORTH IN SECTIONS 15(a) AND 15(c) OF THIS AGREEMENT ARE HOST CUSTOMER'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SECTION 15, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Deleted: . OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 15(a) AND 15(c), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT

16. **Insurance.**

- a. **Insurance Coverage.** At all times during the Contract Term, the Parties shall maintain the following insurance, as applicable:

Seller's Insurance. As of the Effective Date, Seller shall maintain One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage, as well as contractual liability coverage and naming Host Customer as an additional insured; (b) employer's liability insurance with minimum coverage of at least One Million Dollars (\$1,000,000); (c) automobile liability insurance on all owned, non-owned and/or hired vehicles with minimum coverage of at least One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage, and physical damage insurance for the actual cash value of each such vehicle; and (d) workers compensation insurance as required by California law. Before the System or any component of the System is delivered or installed at the Premises, Seller shall maintain property insurance of the System for the replacement cost thereof.

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- i. **Host Customer's Insurance.** Host Customer shall maintain commercial general liability insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate.
- b. **Policy Provisions.** Each Party's insurance policies shall (i) contain a provision whereby the insurer agrees to give the other Party at least thirty (30) days (ten (10) days for non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.
- c. **Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's

receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

- d. **Deductibles.** Each Party shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

17. **Ownership; Option to Purchase.**

a. **Ownership of System.**

- i. **Ownership; Personal Property.** Throughout the Contract Term, Seller shall be the legal and beneficial owner of the System, all associated Incentives and Environmental Attributes. The System will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any Improvement on which the System is installed. Each of the Seller and Host Customer agree that the Seller is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will always retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
- ii. **Notice to Host Customer and Lienholders.** Host Customer shall use commercially reasonable efforts to place all parties having a Lien on the Premises or any Improvement on which the System is installed on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Host Customer shall provide a disclaimer or release from such lienholder.
- iii. **Fixture Disclaimer.** If Host Customer is the fee owner of the Premises, Host Customer consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. If Host Customer is not the fee owner, Host Customer shall obtain such consent from such owner. For the avoidance of doubt, in either circumstance, Seller has the right to file such disclaimer.
- iv. **SNDA.** Upon request, Host Customer shall deliver to Seller a Subordination and Non-Disturbance Agreement (SNDA) in a form mutually acceptable to Seller and the provider of the subordination and non-disturbance agreement from the owner of the Premises (if the Premises are leased by Host Customer), any mortgagee with a Lien on the Premises, and other Persons holding a similar interest in the Premises.

- v. **Eviction Notice.** If Host Customer does not own the Premises or any Improvement on which the System is installed, Host Customer shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or applicable Improvement or termination of Host Customer's lease of the Premises and/or Improvement.

b. **Option to Purchase.**

- i. **Exercise of Option.** Beginning at the end of the sixth (6th) Operating Term Contract Year and at the end of any subsequent Operating Term Contract Year, so long as Host Customer is not in default under this Agreement, Host Customer may purchase the System from Seller on any such date for a purchase price equal to the greater of the Fair Market Value of the System or the Termination Payment on that date as set forth in Section 6 of **Exhibit 1**. Host Customer shall notify Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days before the end of the Contract Operating Term Contract Year of the Initial Operating Term or Additional Operating Term, as applicable, and the purchase shall be completed before the end of the Operating Term Contract Year or the Initial Operating Term or Additional Operating Term, as applicable.
- ii. **Fair Market Value.** The "**Fair Market Value**" of the System shall be determined by mutual agreement of the Parties; provided, however, if the Parties cannot agree to a Fair Market Value within thirty (30) days after Host Customer has delivered to Seller a notice of its intent to purchase the System, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the energy storage industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. If the Host Customer does not conclude the purchase, cost of the appraisal will be born solely by the Host Customer.
- iii. **Title Transfer; Warranties; Manuals.** Seller shall transfer good title to the System to Host Customer upon Seller's receipt of the purchase price and execution by the Parties of a written instrument or agreement to affect such transfer. The System will be sold "as is, where is, with all faults". Seller will assign to Host Customer any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the System (other than as to title). Seller shall also provide Host Customer all System operation and maintenance manuals and logs in Seller's possession and provide Host Customer basic training on the operation and maintenance of the System upon Host Customer's reasonable request. Upon purchase of the System, Host Customer shall assume complete responsibility

for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 11(d), Seller will have no further liabilities or obligations hereunder for the System.

18. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party, its affiliates and the other Party’s and its affiliates’ respective directors, officers, shareholders, partners, members, agents and employees (collectively, the “**Indemnified Parties**”), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from (1) any Claim (as defined in Section 18(b) relating to the Indemnifying Party’s breach of any representation or warranty set forth in Section 15 and (2) injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein will require the Indemnifying Party to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, an Indemnified Party. This Section 18(a) does not apply to Liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 18(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice of any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 18(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section 18(b) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.**

- i. **Seller Indemnity.** Seller shall indemnify, defend and hold harmless all of Host Customer's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 18(c)(iii)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
- ii. **Host Customer Indemnity.** Host Customer shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
- iii. **Notice.** Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

- i. **No Consequential Damages.** Except for indemnification of third-party claims pursuant to this Section 18, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers will be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature (including, without limitation, lost Payments, lost profits, lost business opportunity or any business interruption) arising out of their performance or non-performance hereunder even if advised of such. Notwithstanding the previous sentence, the Termination Payment set forth in Section 6 of **Exhibit 1** shall be deemed to be direct, and not indirect or consequential damages under this Section 18(d)(i).
- ii. **Actual Damages.** Except for indemnification of Claims pursuant to this Section 18, and except as otherwise limited in Section 19, Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement cannot exceed the total payments made (and, as applicable, projected to be made) by Host Customer and/or the SGIP Administrator under this Agreement. The provisions of this

Section 18(d)(ii) will apply whether such liability arises in contract, tort, strict liability or otherwise.

- e. **EXCLUSIVE REMEDIES.** TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, SUCH REMEDIES ARE THE AFFECTED PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- f. **Comparative Negligence.** Where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

19. **Change in Law.**

- a. **Impacts of Change in Law.** If Seller determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on Seller's rights, entitlement, obligations or costs under this Agreement, then Seller may so notify the Host Customer in writing of such Change in Law. Within thirty (30) days following receipt by the Host Customer of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller may terminate this Agreement and remove the System and restore the Premises in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued before the date of termination.
- b. **Illegality or Impossibility.** If, in Seller's sole discretion, a Change in Law renders this Agreement, or Seller's performance of this Agreement, either illegal or impossible, then Seller may terminate this Agreement immediately upon notice to Host Customer without either Party having further liability under this Agreement except with respect to liabilities accrued before the date of termination.
- c. **"Change in Law"** means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority.

20. **Assignment and Financing.**

- a. **Assignment.**

i. Restrictions on Assignment. Subject to the remainder of this Section 20(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Host Customer may not withhold its consent to an assignment proposed by Seller where the proposed assignee has the financial capability and experience necessary to operate and maintain energy storage systems such as the System.

ii. Permitted Assignments. Notwithstanding Section 20(a)(i):

1. Seller may, without the prior written consent of Host Customer, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in Section 20(b)), (B) any entity through which Seller is obtaining financing from a Financing Party, or (C) any affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller; provided, that, Seller is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Seller's obligations hereunder by binding written instrument; and
2. Host Customer may, and provide prior notice to Seller, assign this Agreement to an affiliate of Host Customer of the Premises; provided, that, Host Customer is not released from liability hereunder by reason of the assignment unless the assignee assumes Host Customer's obligations hereunder by binding written instrument on terms satisfactory to Seller, including as to the assignee's creditworthiness.

Host Customer must assign, and provide prior notice to Seller, this Agreement to an affiliate of Host Customer of the Premises. Host Customer is not released from liability hereunder by reason of the assignment unless the assignee assumes Host Customer's obligations hereunder by binding written instrument on terms satisfactory to Seller, including as to the assignee's creditworthiness.

iii. Successors and Permitted Assignees. This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.

b. Financing. The Parties acknowledge that Seller may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each a "**Financing Party**") for the installation, construction, ownership, operation, and maintenance of the System. In furtherance of Seller's financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Host Customer shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the

Financing Parties; provided, that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.

- c. **Termination Requires Consent.** Seller and Host Customer agree that any right of Seller to terminate this Agreement is subject to the prior written consent of any Financing Party.

21. **Confidentiality.**

- a. **Confidential Information.** To the maximum extent permitted by applicable law, if either Party provides confidential information (“**Confidential Information**”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).
- b. **Permitted Disclosures.** Notwithstanding Section 21(a):
 - i. a Party may provide such Confidential Information to its affiliates and to its and its affiliates’ respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties (collectively, “**Representatives**”), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.
 - ii. Confidential Information does not include any information that (a) becomes publicly available other than through breach of this Agreement, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party’s efforts to limit the disclosure to the extent permitted by applicable law.
- c. **Miscellaneous.** All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party’s option) after the receiving Party’s need for it has expired or upon

the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 21 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 21. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 21, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.

- d. **Goodwill and Publicity.** Neither Party may (a) make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law), or (b) use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the System and its use, and each Party may promptly review, comment upon and approve any publicity materials, press releases or other public statements before they are made. ▼

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22. **General Provisions**

- a. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, “dollar” and the “\$” sign refer to United States dollars.
- b. **Choice of Law; Dispute Resolution.** The law of the state where the System is located governs all matters arising out of this Agreement without giving effect to conflict of laws principles. Any dispute arising from or relating to this Agreement shall be settled by arbitration in Stockton, California. The arbitration shall be administered by JAMS in accordance with its arbitration rules, and judgment on any award rendered in such arbitration may be entered in any court of competent jurisdiction. If the Parties agree in writing, a mediator may be consulted before arbitration. The prevailing Party in any dispute arising out of this Agreement is entitled to reasonable attorneys’ fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail,

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return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing.

- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation provisions related to billing and payment and indemnification, will survive termination of this Agreement.
- e. **Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.
- g. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller may terminate this Agreement without further liability under this Agreement except for liabilities accrued before the date of termination and remove the System as allowed by Section 9 of this Agreement.
- h. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Host Customer shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of energy services delivered by the System.
- i. **No Partnership.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship

between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.

- j. **Entire Agreement, Modification, Invalidity, Captions.** This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted to best accomplish its objectives within the limits of applicable law.
- k. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- l. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Host Customer, and do not imply or create any rights on the part of, or obligations to, any other Person.
- m. **Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.

End of Exhibit 4

EXHIBIT 5

SYSTEM SERVICES

Energy Services

Backup Power.

The System is designed to provide backup power if a power outage occurs during which Host Customer load cannot draw electricity from the grid. The System can only power circuits that the Host Customer has selected and that Seller has approved and connected to the System. Such eligible circuits must be 120/240V single phase and connected such that they may be powered by the battery energy storage system during an outage. The System may be unable to power the entire load at the Premises during a power outage and depending on energy consumption Host Customer may have limited energy and duration of operations for the System. When Seller causes the System to discharge, Seller shall ensure that at least 20% of the System energy capacity remains after such discharge is complete. Upon receiving advance notice of planned grid outage events, Seller will use commercially reasonable efforts to fully charge the System in advance of planned grid outage events. Seller will follow Prudent Industry Practices to ensure the System is available to provide backup power as described; provided, however, that Seller cannot guarantee the System will perform in every outage or provide backup power for an entire given outage. **In addition, if Host Customer is powering medical equipment using the System, Host Customer should also provide a secondary power source to the medical equipment and take additional measures should there be an outage and the System is not operational.**

“Prudent Industry Practices”, as applied to the System, means the practices, methods, acts, equipment, specifications and standards of safety, as the same may change from time to time, as are used or approved by a significant portion of the residential generation or storage industry that operate battery storage systems that are similar in size and type as the System as good, safe and prudent practices for such systems with commensurate standards of safety, performance, dependability and economy, as adjusted for the circumstances existing at the time any decision is made or action is taken, and following applicable laws, permits and equipment manufacturers’ recommendations. Prudent Industry Practices are not intended to be the same as optimum practices, methods or acts to the exclusion of all others, but rather to be within a spectrum of good and proper practices, methods, and acts.

Demand Charge Management

If Host Customer is on a rate schedule that features demand charges or changes to such a rate schedule, Seller will follow Prudent Industry Practices when operating the System to lower Host Customer’s monthly demand charges by discharging energy from the System during periods when the System algorithms anticipate Host Customer will be setting monthly peak demand, subject to the requirements of any utility program. Notwithstanding the foregoing, Seller does

not guarantee savings on Host Customer's utility bill or any specified level of performance from Seller's demand charge management.

Time-Of-Use Management.

If Host Customer is on a time-of-use rate schedule or changes to such a schedule, Seller will follow Prudent Industry Practices when operating the System to lower Host Customer's energy charges by discharging energy from the System during peak price periods, subject to the requirements of any utility program. Notwithstanding the foregoing, Seller does not guarantee savings on Host Customer's utility bill or any specified level of performance from Seller's time-of-use management.

Solar Self-Consumption.

If the System is paired with a solar energy system, Seller will follow Prudent Industry Practices when operating the System, subject to the requirements of any utility program. Notwithstanding the foregoing, Seller does not in any way guarantee that energy generated by Host Customer's solar energy system will be available at a time later than the moment it is produced.

System Performance Monitoring.

Seller will install and maintain metering and monitoring equipment. Seller will remotely monitor, analyze, and store data about the state and performance of the System and use this data, including to: provide the System Services, support any manufacturer warranty claims, ensure and demonstrate compliance with any utility or government requirements, including but not limited to, compliance with requirements of a utility program and any applicable incentive programs, and/or determine when repair services are necessary.



Prepared For
Bear Valley Water District

Bear Valley WD - B10

Prepared By
GSR Energy

2/22/2021



Golden State Renewable Energy (GSR Energy) is a solar and battery storage developer that focuses on designing and constructing cost-effective solar+storage and standalone battery storage projects in California. The company was founded on the principle that local, in-county renewable energy and energy storage infrastructure interconnected at the distribution-level provides the most benefits to community stakeholders and electricity providers.



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1.1.1 Energy Storage System (ESS) Details

General Information

Facility: Bear Valley Water District

ESS Equipment Description

Battery 174kw/696kWh Energy Storage
Banks: System
Inverters: 174kw/696kWh Energy Storage System

ESS Equipment Typical Lifespan

Battery Banks: 15 Years
Inverters: 15 Years

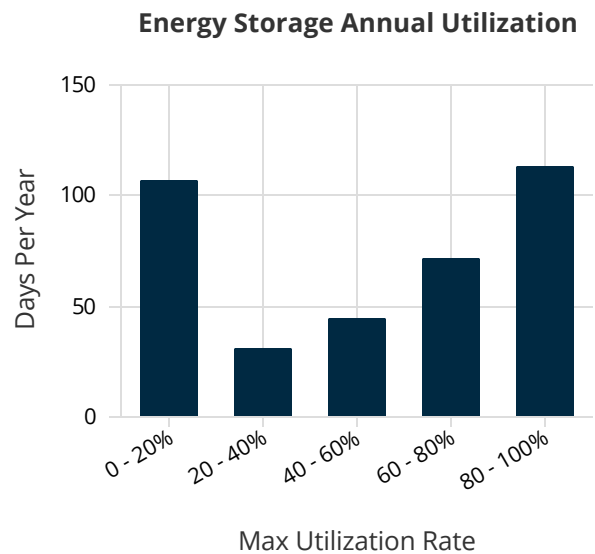
ESS Cost And Incentives

ESS System Cost \$685,560
SGIP Incentive **-\$685,560**

Net ESS System Cost: \$0

ESS System Ratings

Energy Capacity: 696.0 kWh
Power Rating: 174.0 kW



Energy Output and Demand Savings From Energy Storage			
Date Range	ESS Energy Discharge	Solar PV Generation	Total Demand Savings
1/1/2020 - 2/1/2020	2,785	0	\$0
2/1/2020 - 3/1/2020	3,371	0	\$0
3/1/2020 - 4/1/2020	2,647	0	\$0
4/1/2020 - 5/1/2020	3,155	0	\$0
5/1/2020 - 6/1/2020	3,696	0	\$0
6/1/2020 - 7/1/2020	7,866	0	\$0
7/1/2020 - 8/1/2020	8,937	0	\$0
8/1/2020 - 9/1/2020	9,164	0	\$0
9/1/2020 - 10/1/2020	3,330	0	\$0
10/1/2019 - 11/1/2019	1,481	0	\$0
11/1/2019 - 12/1/2019	2,500	0	\$0
12/1/2019 - 1/1/2020	4,122	0	\$0
-	53,054	0	\$0

1.1.2 Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

SGIP 2020 – Equity Resiliency Budget (\$1,000/kWh) - GSRE

The Self-Generation Incentive Program (SGIP) Equity Resiliency Budget incentive was established to provide storage rebates for residential or “critical facility” non-residential customers in disadvantaged or low-income communities that are also in Tier 2 or Tier 3 High Fire Threat Districts (HFTD) and other areas that have experienced two or more Public Safety Power Shut-offs (PSPS). The Equity Resiliency Budget incentive level will be set at \$1,000/kWh, which the CPUC has stated was a “level likely to fully or nearly fully subsidize the installation of a storage system.” The sum of the SGIP incentive and other incentives received for the project may not exceed the total eligible project costs. Small storage projects (< 10 kW) will receive the entire incentive paid upfront. Larger projects (> 10 kW) will receive a portion upfront and a portion paid as a Performance Based Incentive (PBI) over a 5-year period. Equity Resiliency Budget incentives levels for large systems (> 10 kW) are reduced if: (a) the ESS capacity is greater than 2 MWh; (b) the ESS duration is greater than 4-hours; and/or (c) the system cycles less than 104/cycles per year. Note that the incentive calculation assumes that the storage system reduces at least 5 kg/kWh of GHG reduction, and there is no corresponding reduction in the PBI amount.

Total Incentive Value: \$455,070

1.1.3 Utility Rates

You have the option to remain on your current rate schedule (A-6) or switch to an alternative rate schedule (B-10). The rates for each are shown below and your estimated electric bills are shown on the following page for each rate schedule. Note that "S" stands for summer; "W" stands for winter; and "NC" stands for non-coincident.

Fixed Charges			Energy Charges			Demand Charges		
Type	A-6	B-10	Type	A-6	B-10	Type	A-6	B-10
W Daily	\$0.82		W Part Peak	\$0.25051		W1 NC		\$13.76
S Daily	\$0.82	\$4.93	W Off Peak	\$0.23226		W2 NC		\$13.76
W1 Daily		\$4.93	S On Peak	\$0.60386	\$0.26951	S NC		\$13.76
W2 Daily		\$4.93	S Part Peak	\$0.30704	\$0.20782			
			S Off Peak	\$0.23545	\$0.17526			
			W1 On Peak		\$0.19325			
			W1 Off Peak		\$0.15777			
			W2 On Peak		\$0.19325			
			W2 Off Peak		\$0.15777			
			W2 Super Off Peak		\$0.12143			

1.1.4 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: PG&E - A-6

Time Periods	Energy Use (kWh)			Charges	Charges		
Bill Ranges & Seasons	On Peak	Part Peak	Off Peak	Other	NBC	Energy	Total
1/1/2020 - 2/1/2020 W	0	3,357	5,512	\$25	\$222	\$1,899	\$2,147
2/1/2020 - 3/1/2020 W	0	2,977	6,037	\$24	\$225	\$1,923	\$2,172
3/1/2020 - 4/1/2020 W	0	2,416	4,646	\$25	\$177	\$1,508	\$1,710
4/1/2020 - 5/1/2020 W	0	3,390	4,413	\$25	\$195	\$1,679	\$1,899
5/1/2020 - 6/1/2020 S	1,585	1,937	4,382	\$25	\$198	\$2,386	\$2,609
6/1/2020 - 7/1/2020 S	827	3,539	17,739	\$25	\$553	\$5,210	\$5,787
7/1/2020 - 8/1/2020 S	822	4,345	19,431	\$25	\$615	\$5,791	\$6,431
8/1/2020 - 9/1/2020 S	2,118	5,067	21,765	\$25	\$724	\$7,236	\$7,985
9/1/2020 - 10/1/2020 S	882	2,084	7,032	\$25	\$250	\$2,578	\$2,853
10/1/2019 - 11/1/2019 S	1,364	1,585	4,279	\$25	\$181	\$2,137	\$2,343
11/1/2019 - 12/1/2019 W	0	4,751	7,267	\$25	\$300	\$2,578	\$2,903
12/1/2019 - 1/1/2020 W	0	3,299	5,571	\$25	\$222	\$1,899	\$2,146
Totals:	7,598	38,747	108,074	\$301	\$3,860	\$36,823	\$40,984

1.1.5 New Electric Bill

Rate Schedule Option 1: PG&E - A-6

Time Periods	Energy Use (kWh)			Charges	Charges		
Bill Ranges & Seasons	On Peak	Part Peak	Off Peak	Other	NBC	Energy	Total
1/1/2020 - 2/1/2020 W	0	3,404	5,600	\$25	\$225	\$1,928	\$2,179
2/1/2020 - 3/1/2020 W	0	3,008	6,196	\$24	\$230	\$1,963	\$2,216
3/1/2020 - 4/1/2020 W	0	2,540	4,750	\$25	\$182	\$1,557	\$1,765
4/1/2020 - 5/1/2020 W	0	3,569	4,512	\$25	\$202	\$1,740	\$1,967
5/1/2020 - 6/1/2020 S	860	1,492	5,944	\$25	\$207	\$2,170	\$2,402
6/1/2020 - 7/1/2020 S	1,557	4,779	16,436	\$25	\$569	\$5,708	\$6,302
7/1/2020 - 8/1/2020 S	748	5,894	18,682	\$25	\$633	\$6,027	\$6,686
8/1/2020 - 9/1/2020 S	66	5,196	24,341	\$25	\$740	\$6,626	\$7,392
9/1/2020 - 10/1/2020 S	246	1,564	8,508	\$25	\$258	\$2,374	\$2,657
10/1/2019 - 11/1/2019 S	989	1,605	4,778	\$25	\$184	\$2,031	\$2,240
11/1/2019 - 12/1/2019 W	0	4,849	7,283	\$25	\$303	\$2,603	\$2,931
12/1/2019 - 1/1/2020 W	0	3,408	5,815	\$25	\$231	\$1,974	\$2,230
Totals:	4,466	41,308	112,845	\$301	\$3,965	\$36,700	\$40,966

New Rate Schedule Option 2: PG&E - B-10

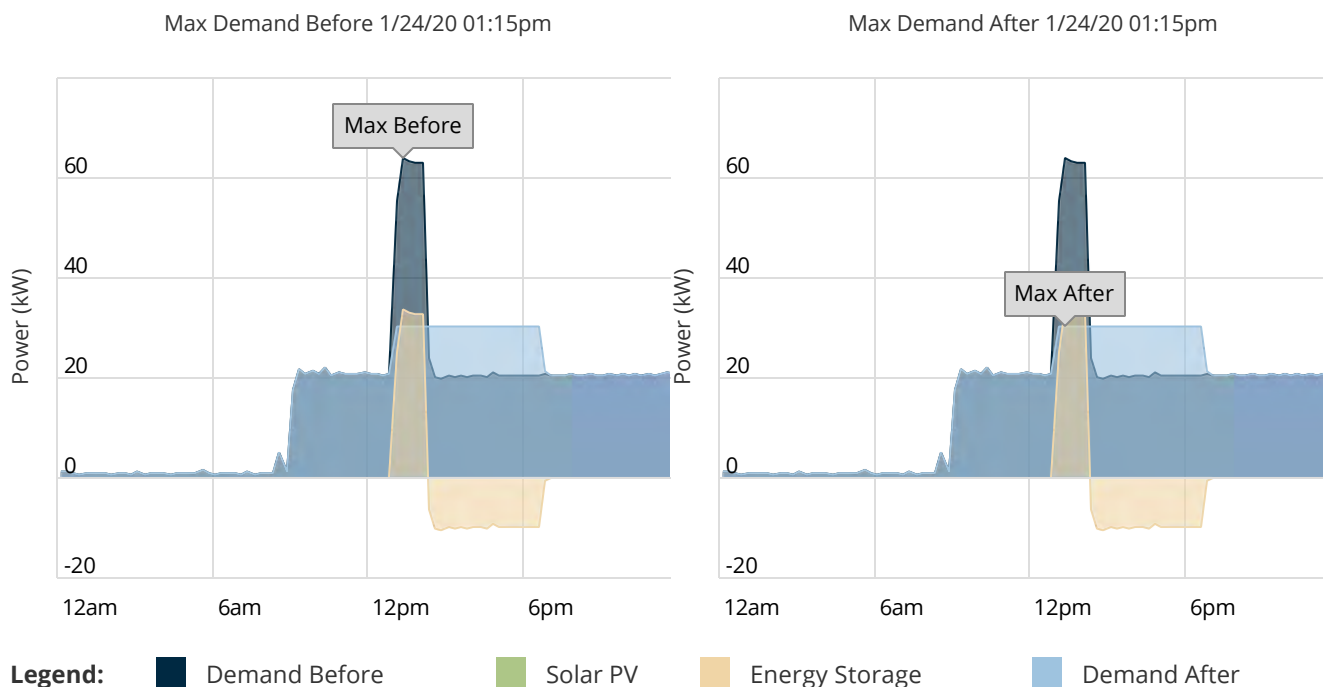
Time Periods	Energy Use (kWh)				Max Demand (kW)	Charges				
Bill Ranges & Seasons	On Peak	Part Peak	Off Peak	Super Off Peak	NC / Max	Other	NBC	Energy	Demand	Total
1/1/2020 - 2/1/2020 W1	1,821	0	7,183	0	30	\$153	\$225	\$1,260	\$413	\$2,051
2/1/2020 - 3/1/2020 W1	1,592	0	7,612	0	32	\$143	\$230	\$1,278	\$440	\$2,092
3/1/2020 - 4/1/2020 W2	1,026	0	4,349	1,915	24	\$153	\$182	\$935	\$330	\$1,600
4/1/2020 - 5/1/2020 W2	1,611	0	4,389	2,081	22	\$148	\$202	\$1,054	\$303	\$1,707
5/1/2020 - 6/1/2020 W2	1,659	0	5,001	1,636	19	\$153	\$207	\$1,101	\$261	\$1,722
6/1/2020 - 7/1/2020 S	3,786	3,278	15,707	0	47	\$148	\$569	\$3,885	\$647	\$5,249
7/1/2020 - 8/1/2020 S	3,732	3,084	18,509	0	52	\$153	\$633	\$4,258	\$716	\$5,759
8/1/2020 - 9/1/2020 S	2,899	3,402	23,302	0	67	\$153	\$740	\$4,832	\$922	\$6,647
9/1/2020 - 10/1/2020 S	1,323	1,628	7,367	0	66	\$148	\$258	\$1,728	\$908	\$3,042
10/1/2019 - 11/1/2019 W1	1,450	0	5,922	0	15	\$153	\$184	\$1,030	\$206	\$1,574
11/1/2019 - 12/1/2019 W1	2,525	0	9,607	0	31	\$148	\$303	\$1,700	\$427	\$2,578
12/1/2019 - 1/1/2020 W1	1,839	0	7,385	0	22	\$153	\$231	\$1,290	\$303	\$1,976
Totals:	25,263	11,392	116,333	5,632	-	\$1,803	\$3,965	\$24,352	\$5,876	\$35,996

Annual Electricity Savings: \$4,987

1.1.6 Demand Profiles

Date Range: 1/1/2020 - 2/1/2020

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



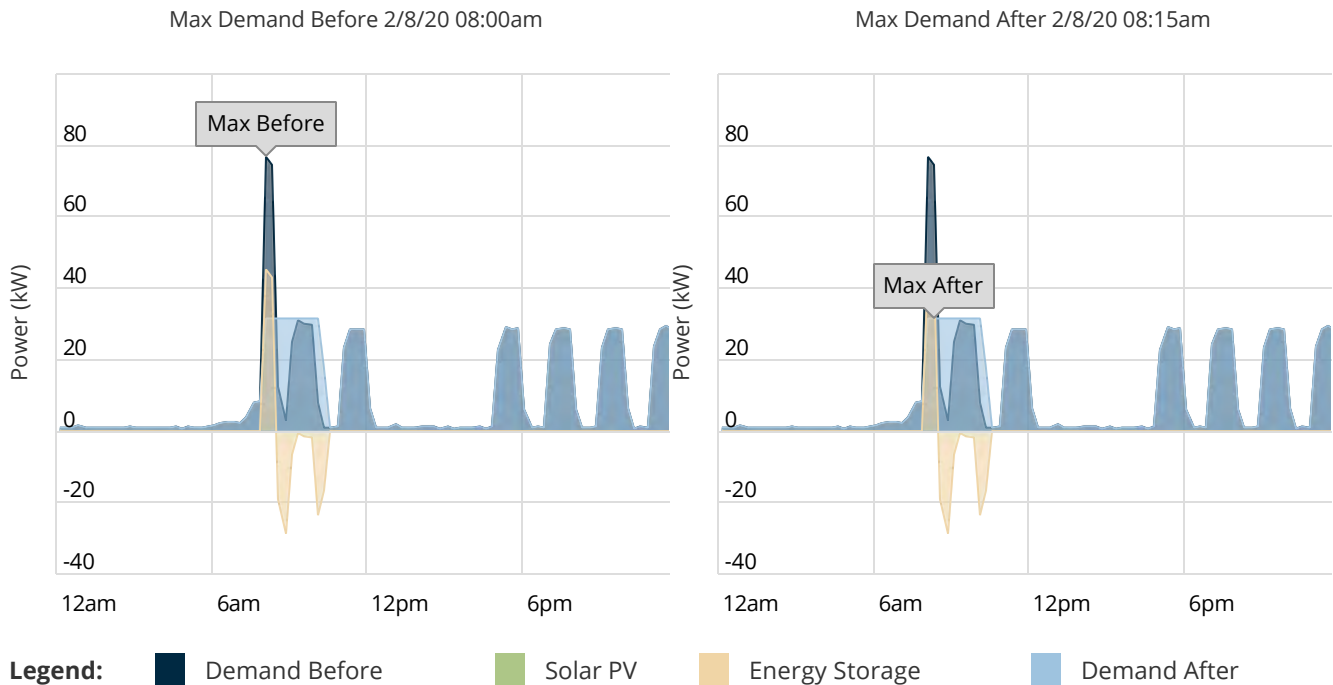
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 2/1/2020 - 3/1/2020

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



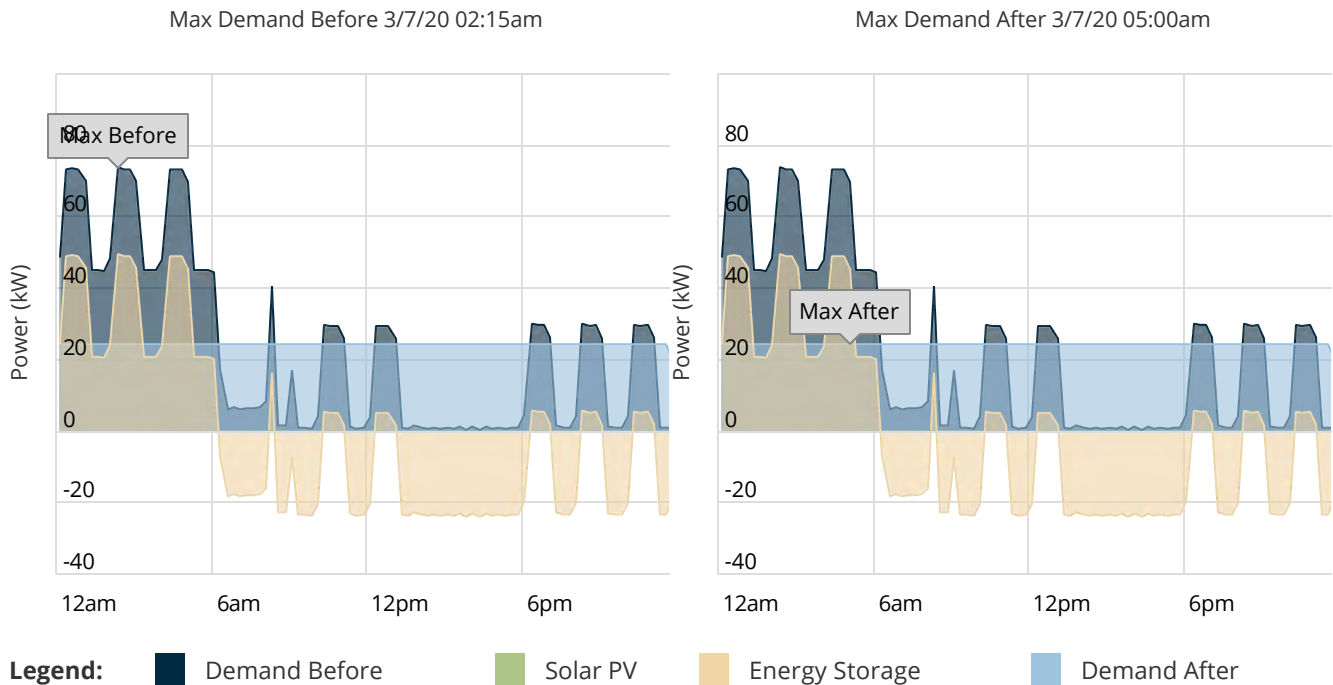
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 3/1/2020 - 4/1/2020

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



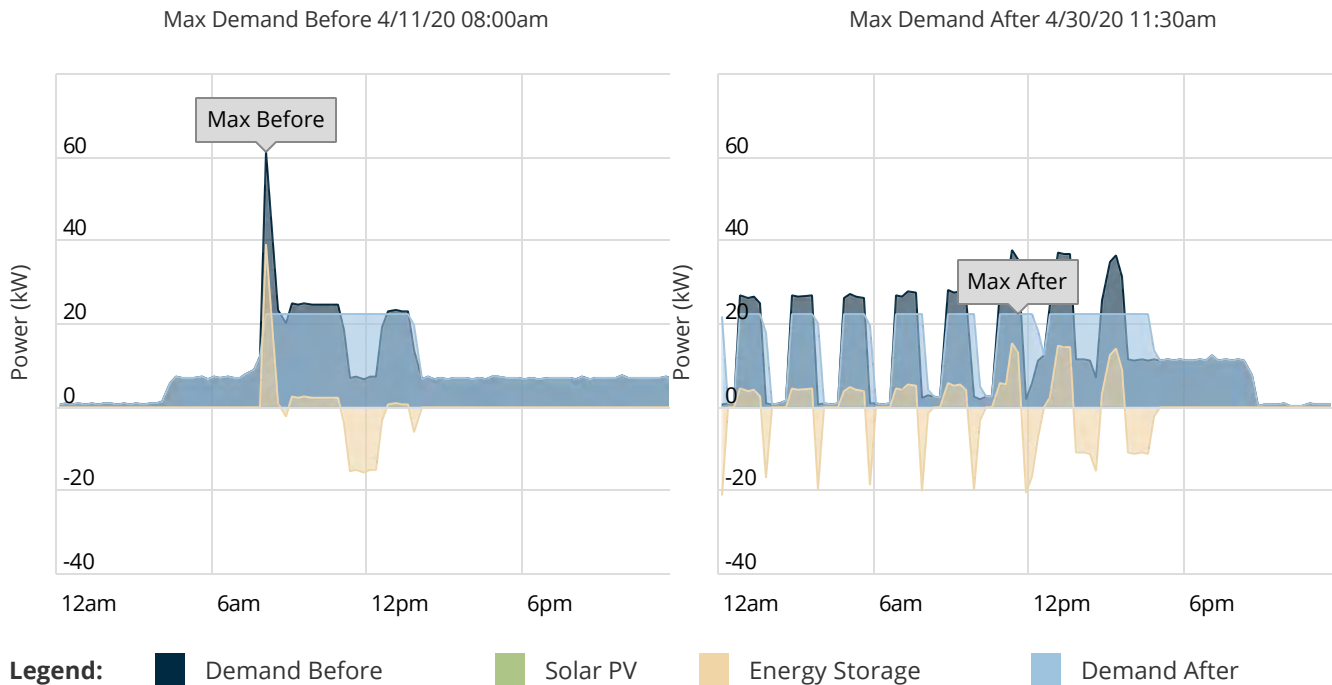
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 4/1/2020 - 5/1/2020

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



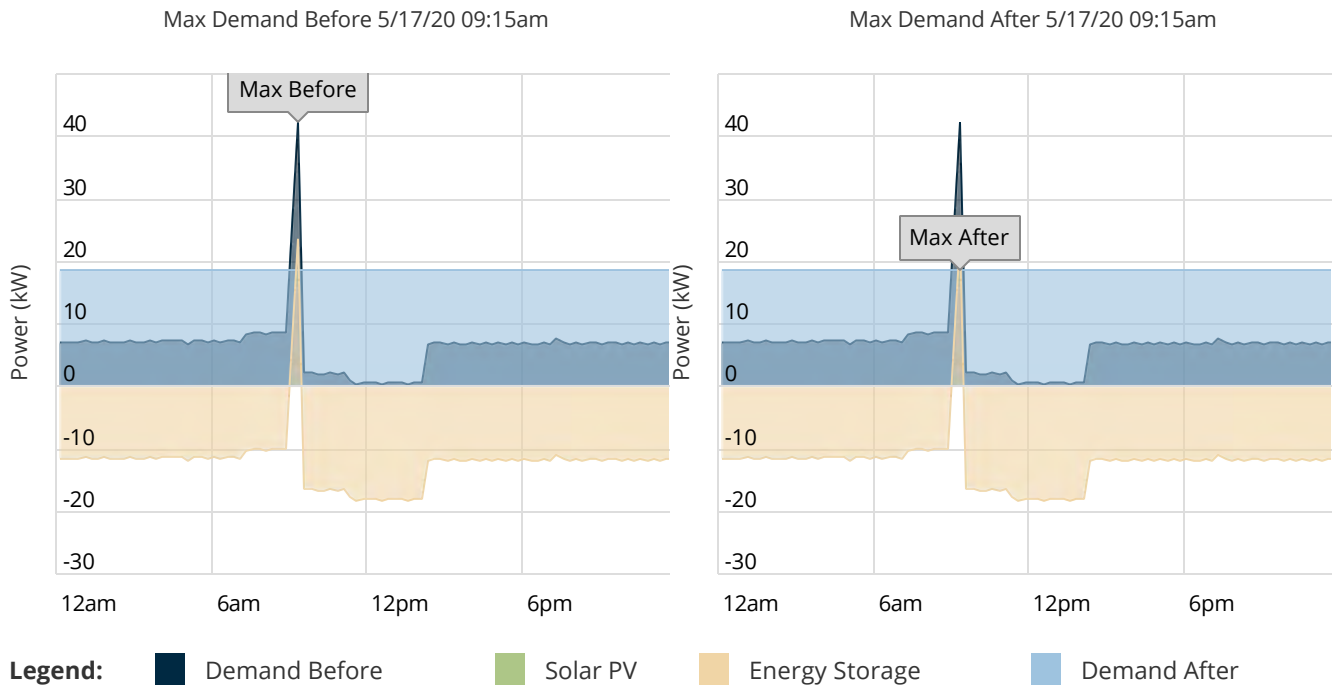
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 5/1/2020 - 6/1/2020

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



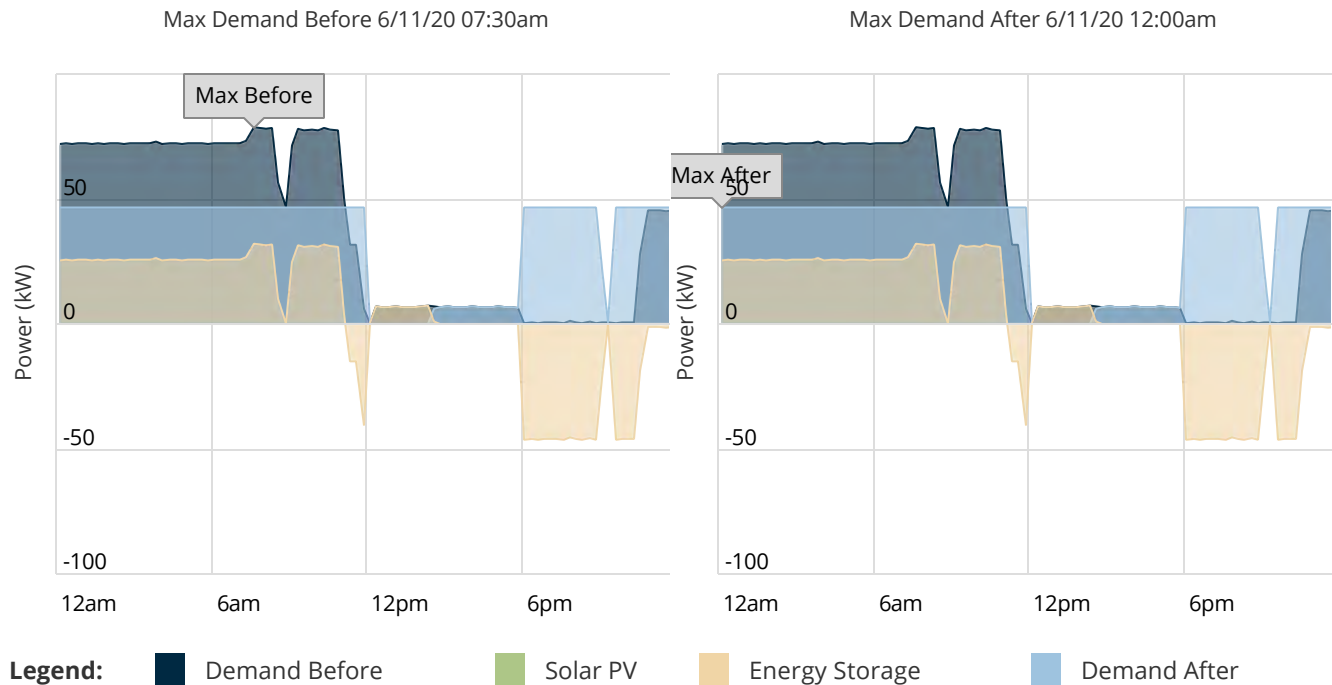
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 6/1/2020 - 7/1/2020

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



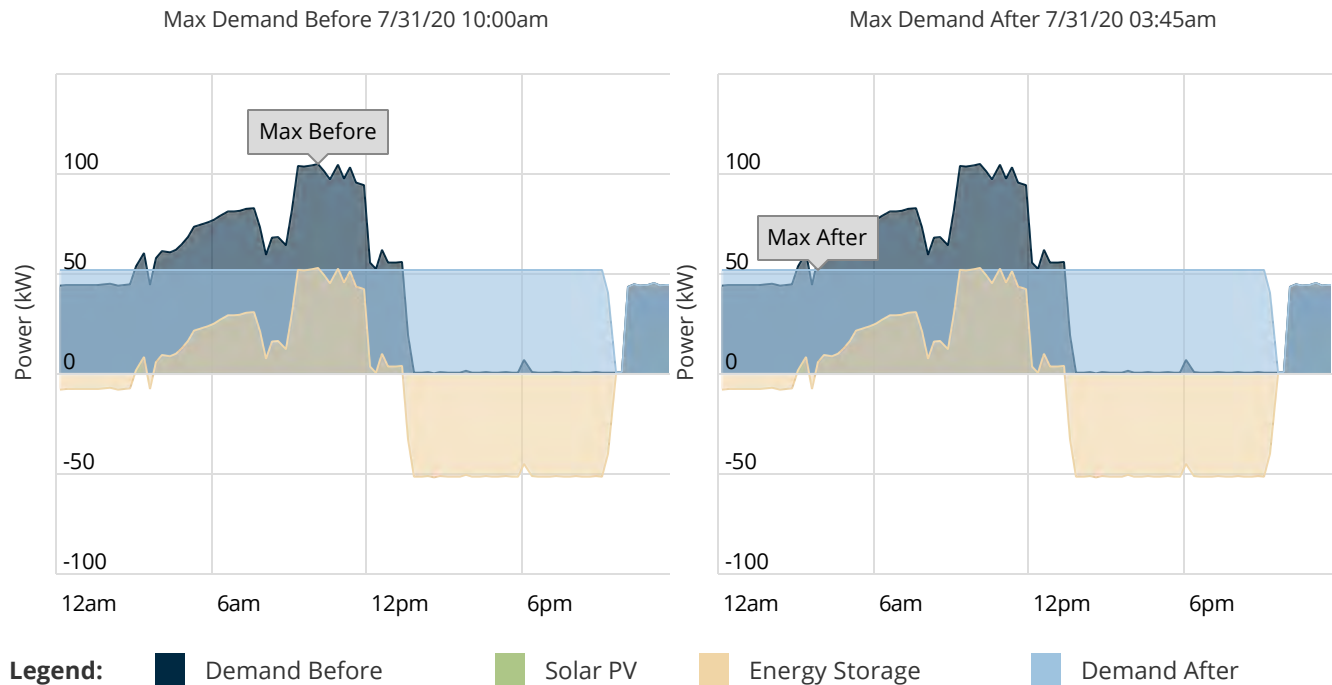
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 7/1/2020 - 8/1/2020

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



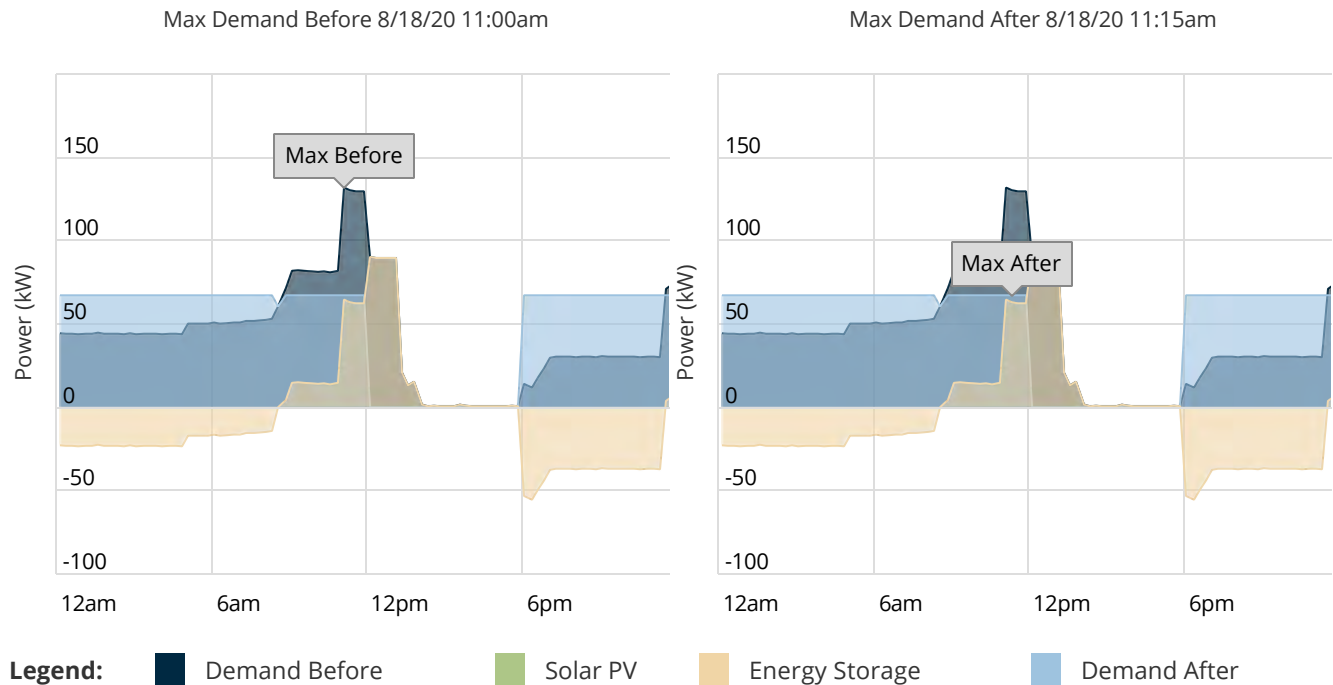
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 8/1/2020 - 9/1/2020

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



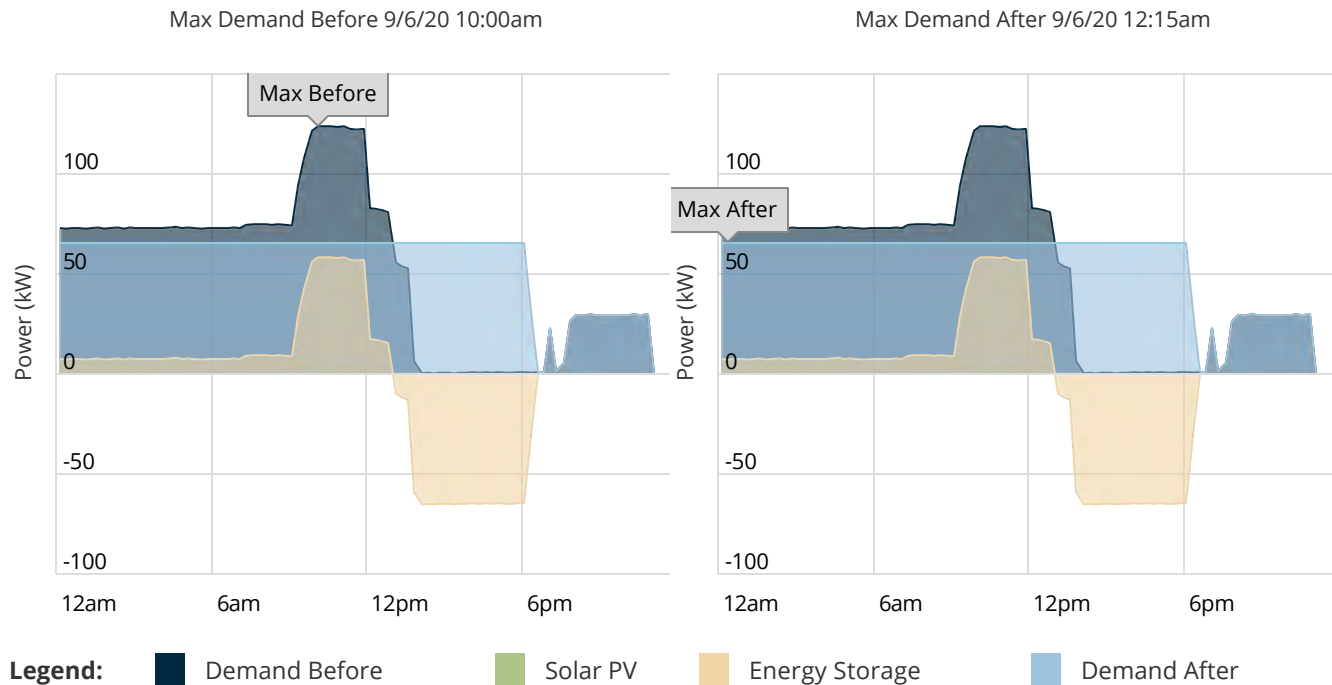
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 9/1/2020 - 10/1/2020

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



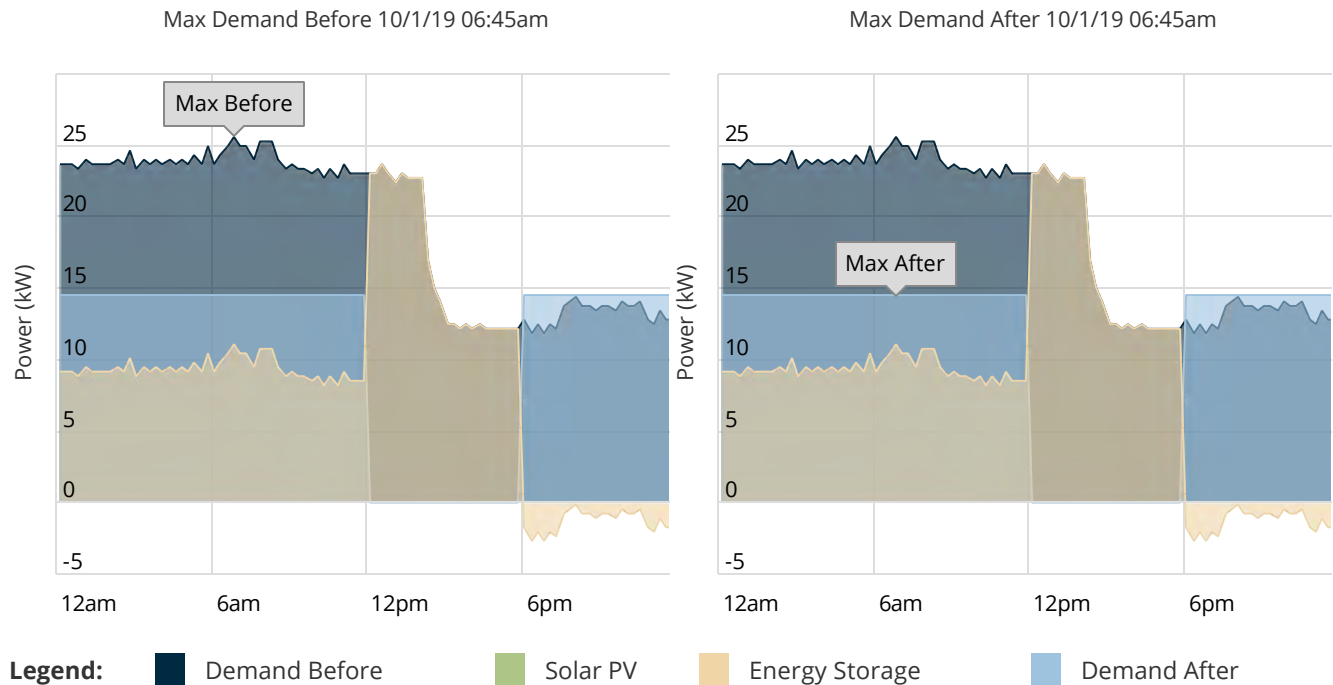
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 10/1/2019 - 11/1/2019

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



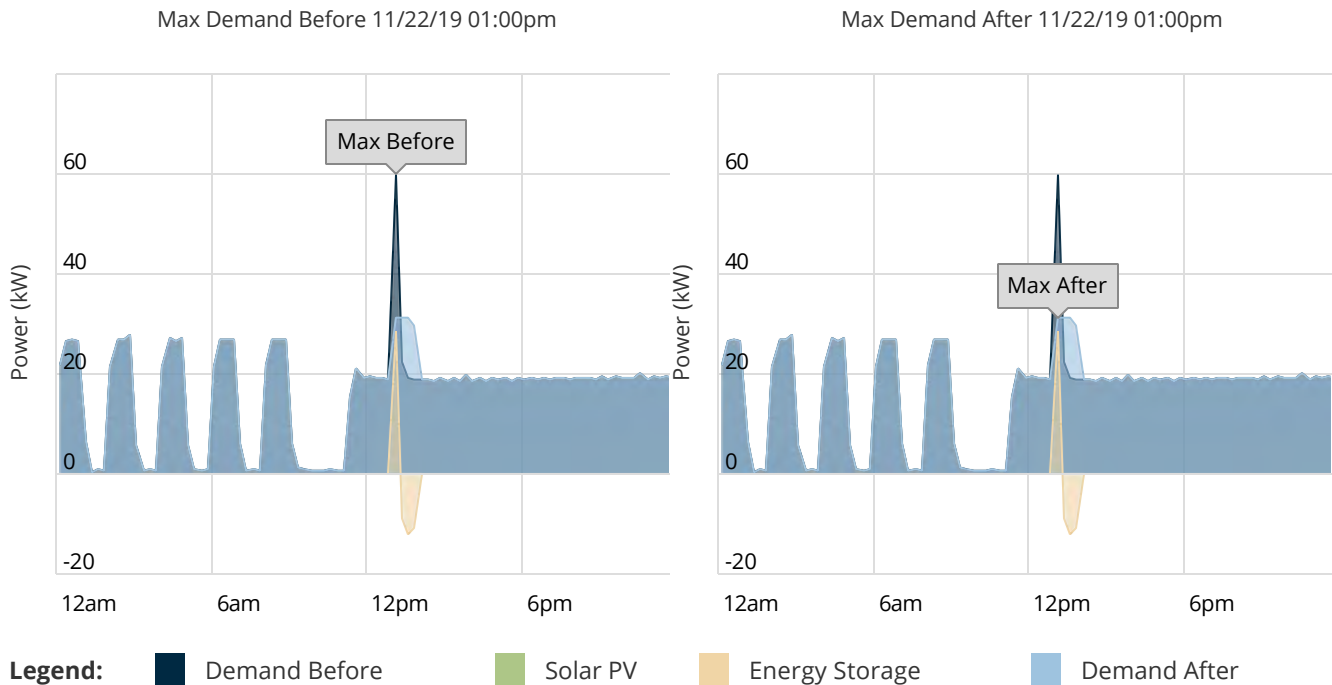
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 11/1/2019 - 12/1/2019

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



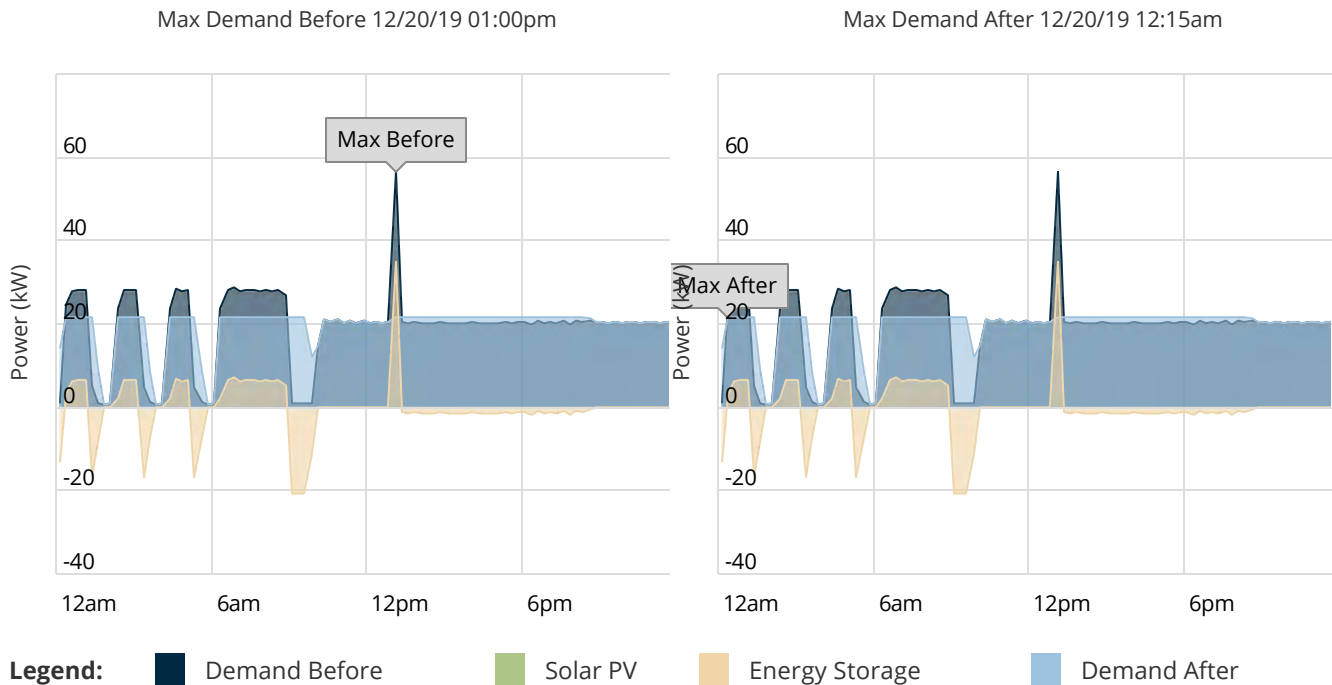
Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

Demand Profiles

Date Range: 12/1/2019 - 1/1/2020

Max NC Demand: The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Energy Storage system simulation.



Max On-Peak Demand: The charts below show when the maximum on-peak demand for this facility occurred before and after the Energy Storage system simulation.

Charts Not Applicable

2.1 Cash Purchase

Inputs and Key Financial Metrics

Total Project Costs	\$455,070	Federal Income Tax Rate	21%	State Income Tax Rate	8%
Electricity Escalation Rate	3%				

Years	Project Costs	SGIP Incentive	Electric Bill Savings	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$455,070	\$227,535	-	-\$227,535	-\$227,535
1	-	\$45,507	\$4,987	\$50,494	-\$177,041
2	-	\$45,507	\$4,983	\$50,490	-\$126,551
3	-	\$45,507	\$4,973	\$50,480	-\$76,071
4	-	\$45,507	\$4,959	\$50,466	-\$25,605
5	-	\$45,507	\$4,940	\$50,447	\$24,842
6	-	-	\$4,914	\$4,914	\$29,756
7	-	-	\$4,883	\$4,883	\$34,639
8	-	-	\$4,846	\$4,846	\$39,485
9	-	-	\$4,801	\$4,801	\$44,286
10	-	-	\$4,750	\$4,750	\$49,036
11	-	-	\$4,692	\$4,692	\$53,728
12	-	-	\$4,625	\$4,625	\$58,353
13	-	-	\$4,551	\$4,551	\$62,904
14	-	-	\$4,468	\$4,468	\$67,372
15	-	-	\$4,375	\$4,375	\$71,747
Totals:	-\$455,070	\$455,070	\$71,747	\$71,747	-



Select Program and Account

SELECT PROGRAM

Program	Non-Export
Self Installed	Yes

FACILITY AND ACCOUNT INFORMATION

Disaster Impacted	No
Study Process	Fast Track
Facility Type	New Generating Facility
Waive NEM Consumer Protection documents	Yes
	I do not have an active account with PG&E
Account Considerations	None
Electric Service Agreement Number	TBD
Electric Badge Meter Number	TBD

Project Contact Info

CUSTOMER AND GENERATING FACILITY INFORMATION

PG&E Project Name	Bear Valley
First Name	
Last Name	
Company Name	Bear Valley Water District
Facility Address	441 Creekside Drive
Facility City	Bear Valley
Facility State	CA
Facility Zip Code	95223
Facility Phone Number	
Max three-phase fault	470
Short Circuit Interruption Rating	100000
	Other
Customer First Name	Unknown
Customer Last Name	Unknown
Customer Company Name	Bear Valley Water District
Customer Mailing Address	441 Creekside Drive
Customer Mailing Address City	Bear Valley
Customer Mailing Address State	CA
Customer Mailing Address Zip Code	95223
Customer Phone Number	(916) 750-7000
Customer Phone Extension	
Customer E-mail	KenB@arrow-EC.com
Project Manager Is	Other
Project Manager First Name	Kenneth
Project Manager Last Name	Barrentine
Project Manager Company	Arrow Energy Consulting

Project Manager Address	8863 Greenback Lane, #281
Project Manager City	Orangevale
Project Manager State	CA
Project Manager Zip	95662
Project Manager Phone	(916) 750-7000
Project Manager Phone Ext	
Project Manager Fax	
Project Manager Email	KenB@Arrow-EC.com

Non-Export

NON-EXPORT INFORMATION

Agreement Type	Non-Export
NonExport 3rd Party Gen Facility Ownership	Yes

CUSTOMER GENERATION AGREEMENT (CGA) (FOR 3RD PARTY GENERATOR ON PREMISES) INFORMATION

GFIA executed by Contractor	Yes
NonExport Operating Mode	Parallel

PARALLEL & INADVERTENT EXPORT OPTIONS

Parallel and Inadvertent Export Option	Reverse Power Protection
--	--------------------------

Equipment

EQUIPMENT DETAILS

Program	Non-Export
Tech Type	Storage
Generator Type	Inverter-Incorporated
Fuel Type	Electric Grid
Is this generator capable of being operated as a backup?	Yes
Manufacturer	Tesla Inc.
Model	PowerPack 1134768-XX-Y [SI1-JUN20]
Quantity	3
Nameplate Rating (kW)	70.000
Nameplate Rating (kVA)	70.0
Nameplate Capacity (kW)	210.0
Effective Rating (kw)	207.9
Effective Rating (kva)	207.9
Inverter Efficiency	0.99
Output Voltage Rating	480.0
Phase	Three Phase
Power Factor	1.00
Power Factor Adjustment Max	1
Power Factor Adjustment Min	-1
Total Gen (kW)	210.0
Maximum Storage Capacity (kWh)	696
Storage Net Usage	130500
Storage Grid Charge	Yes
Storage Peak Charge	No
Storage Rated Charge Demand	174

AC DISCONNECT

Manufacturer	Boltswitch
Model	T365-WOL
Quantity	1
Rating	400

Customer Sector

MATERIAL MODIFICATION

Is this a Material Modification to an existing generator with no generator size increase?	No
---	----

LINESIDE TAP AND WARRANTY

Storage Lineside Tap	Yes
Warranty Energy Storage	A warranty of at least 10 years has been provided on all equipment and on its installation.

FACILITY NAMEPLATE

Facility Nameplate	210.0
--------------------	-------

PCS EXPORT

Document Upload

DOCUMENT UPLOAD

Single-Line Drawing	2021-02-11 09:36:04
Site Plans and Diagrams	2021-02-11 09:37:01
Protective Relay Documentation	2021-02-11 09:37:25
AC Disconnect Variance Requested	No
Lineside Tap Variance Letter	2021-02-11 09:42:45
Variance Photos	
Interconnection Agreement	
Additional Technical Documentation	2021-02-11 09:37:40 Add Another Document
Additional Technical Documentation	2021-02-11 09:38:03 Add Another Document
Additional Technical Documentation	2021-02-11 09:38:19 Add Another Document
Additional Technical Documentation	2021-02-11 09:38:30

PAYMENT OPTION

Was payment required?	
Would you like to pay the nonrefundable \$800 App. fee and the \$2,500 Suppl. Review fee up front?	No

PROPOSED TESLA BATTERY ENCLOSURE FOR:
BEAR VALLEY WATER DISTRICT
26821 N. CHEROKEE LN.
BEAR VALLEY, CA



VICINITY MAP



PROJECT DATA:

PROJECT OWNER BEAR VALLEY WATER DST.
BEAR VALLEY, CA
PROJECT DESCRIPTION BATTERY ENCLOSURE
OCCUPANCY U
CONSTRUCTION TYPE X B
FIRE SPRINKLERS NO
UTILITIES:
WATER DOMESTIC WELL
SEWER SEPTIC SYSTEM
STORM ON-SITE RETENTION

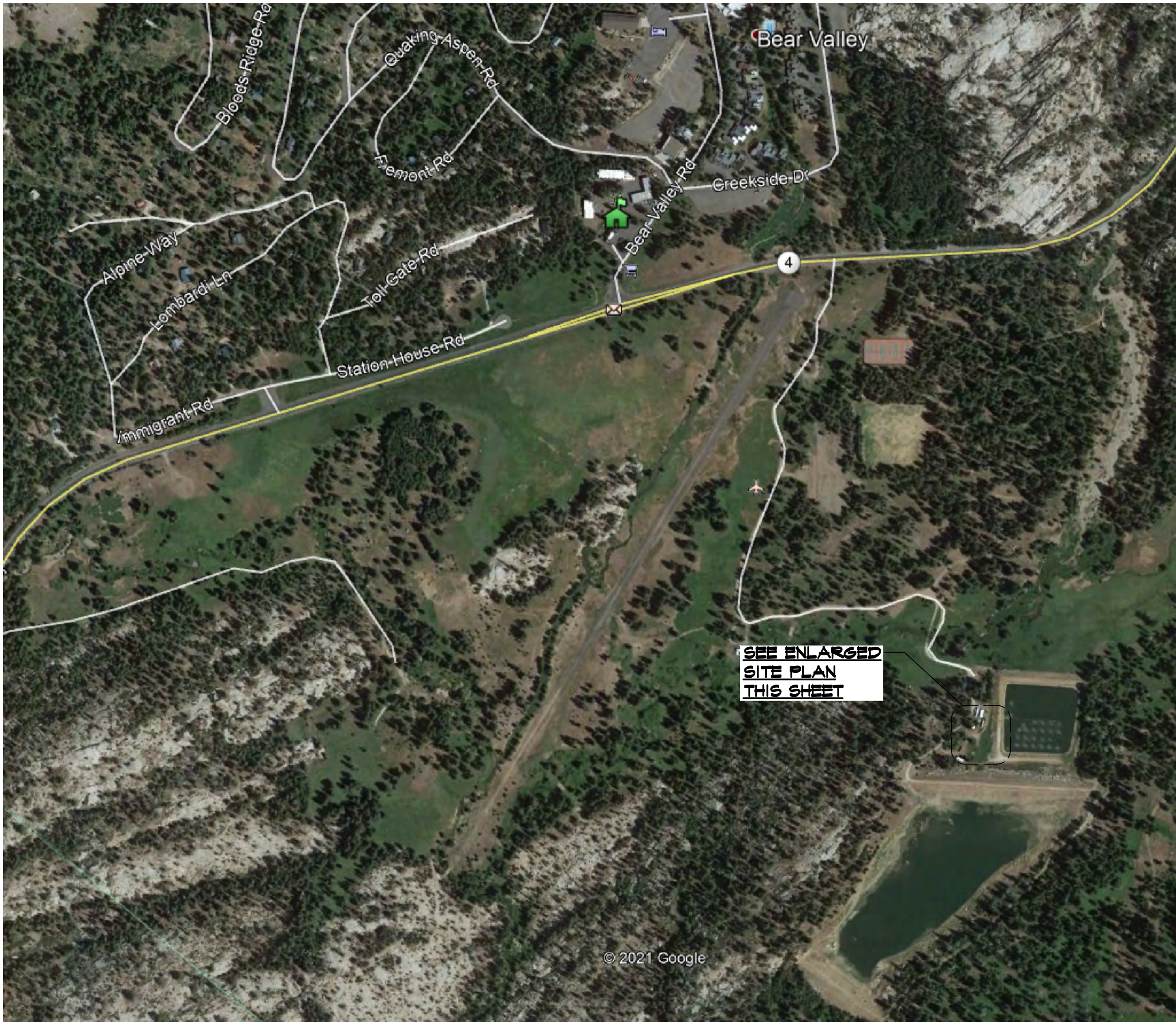
SHEET INDEX:

CS COVER SHEET, PROJECT DATA,
SITE PLAN
A1 FLOOR PLAN, SECTION
A2 ELEVATIONS

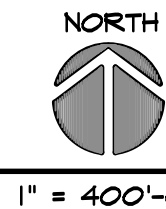
CODE COMPLIANCE

ALL WORK PERFORMED SHALL BE IN ACCORDANCE TO THE
LATEST EDITION OF APPLICABLE CODES, INCLUDING BUT
NOT LIMITED TO:

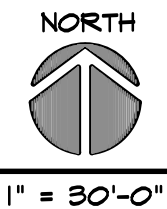
- 2019 CALIFORNIA BUILDING CODE, (CBC)
- 2019 CALIFORNIA RESIDENTIAL CODE, (CRC)
- 2019 CALIFORNIA ELECTRICAL CODE, (CEC)
- 2019 CALIFORNIA GREEN BUILDING CODE, (CGBC)
- 2019 CALIFORNIA MECHANICAL CODE, (CMC)
- 2019 CALIFORNIA PLUMBING CODE, (CPC)
- 2019 CALIFORNIA ENERGY CODE, (CEC)
- 2019 CALIFORNIA FIRE CODE, (CFC)
- 2019 CALIFORNIA HISTORICAL BUILDING CODE
- 2019 CALIFORNIA EXISTING BUILDING CODE
- 2019 CALIFORNIA REFERENCED STANDARDS CODE



OVERALL SITE PLAN

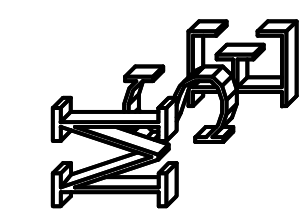


ENLARGED SITE PLAN



REVISIONS	BY

MIKE SMITH
ENGINEERING, INC.
4 NORTH MAIN STREET
LODI, CALIFORNIA 95240
PHONE (209) 394-2332



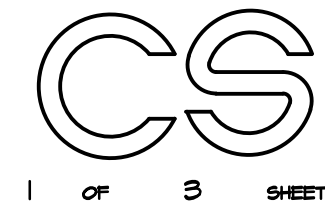
TITLE:
VICINITY MAP
PROJECT DATA
OVERALL SITE PLAN
ENLARGED SITE PLAN

PROJECT:
TESLA BATTERY ENCLOSURE FOR:
**BEAR VALLEY
WATER DISTRICT**
PROJECT LOCATION:
441 CREEKSIDE DR.
BEAR VALLEY, CA 95223

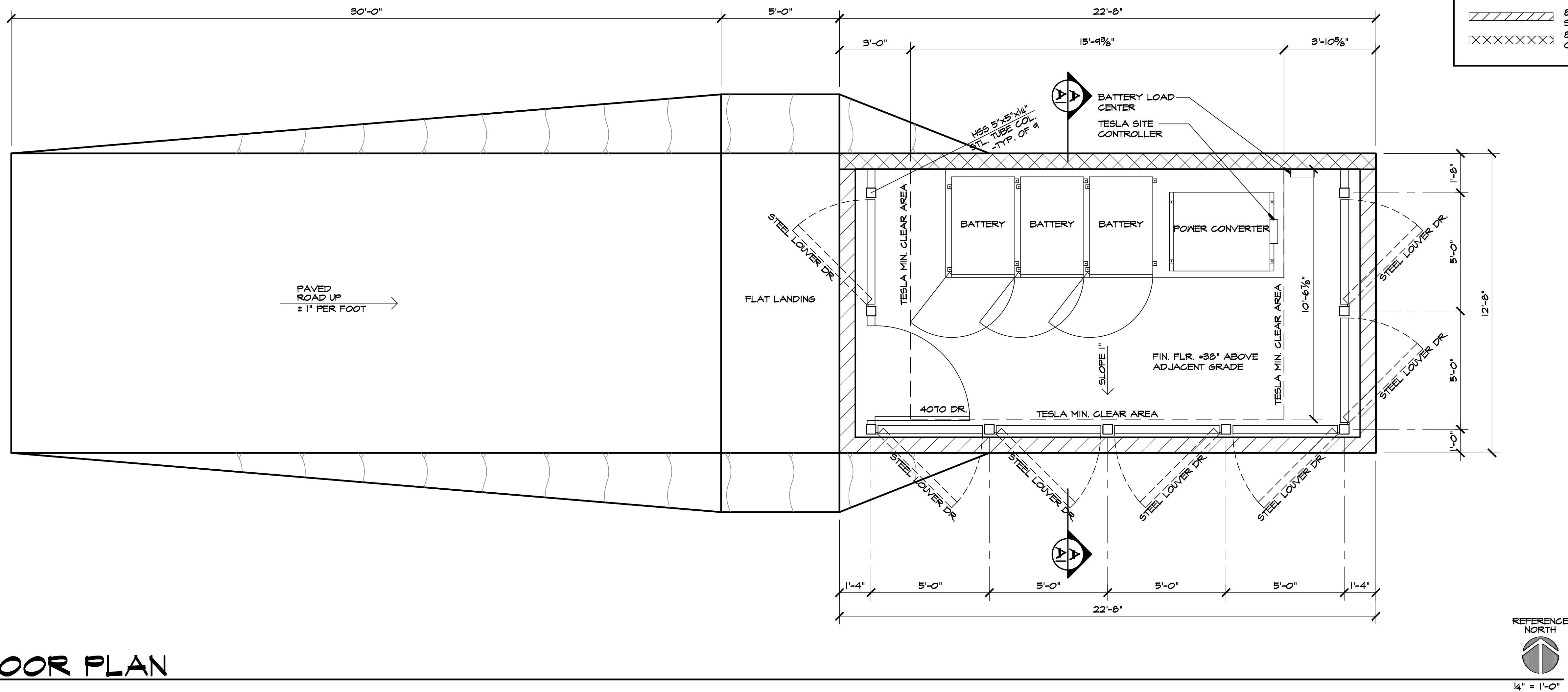


THESE PLANS ARE PRELIMINARY
AND NOT FOR CONSTRUCTION
UNLESS THERE IS A WET SIGNED
SIGNATURE UPON STAMP

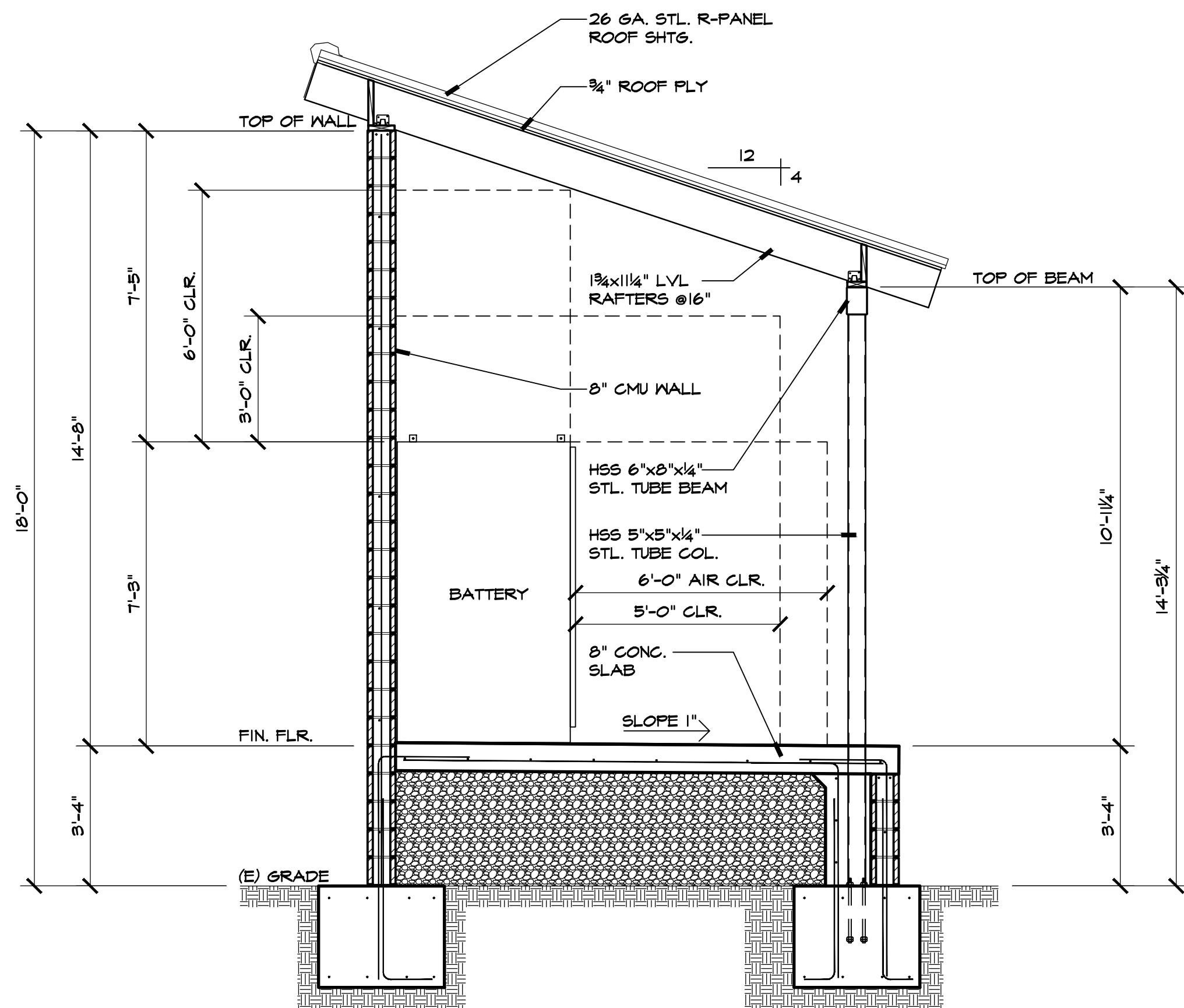
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DATE
9/30/21
SCALE
AS NOTED
JOB NO.
21044
SHEET



1 OF 3 SHEETS



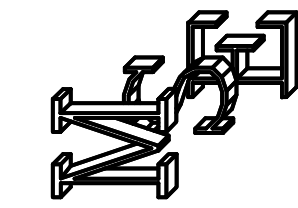
FLOOR PLAN



SECTION A-A

REVISIONS	BY

MIKE SMITH
ENGINEERING, INC.
4 NORTH MAIN STREET
LODI, CALIFORNIA 95240
PHONE (209) 334-2332



TITLE:
FLOOR PLAN
TYPICAL SECTION

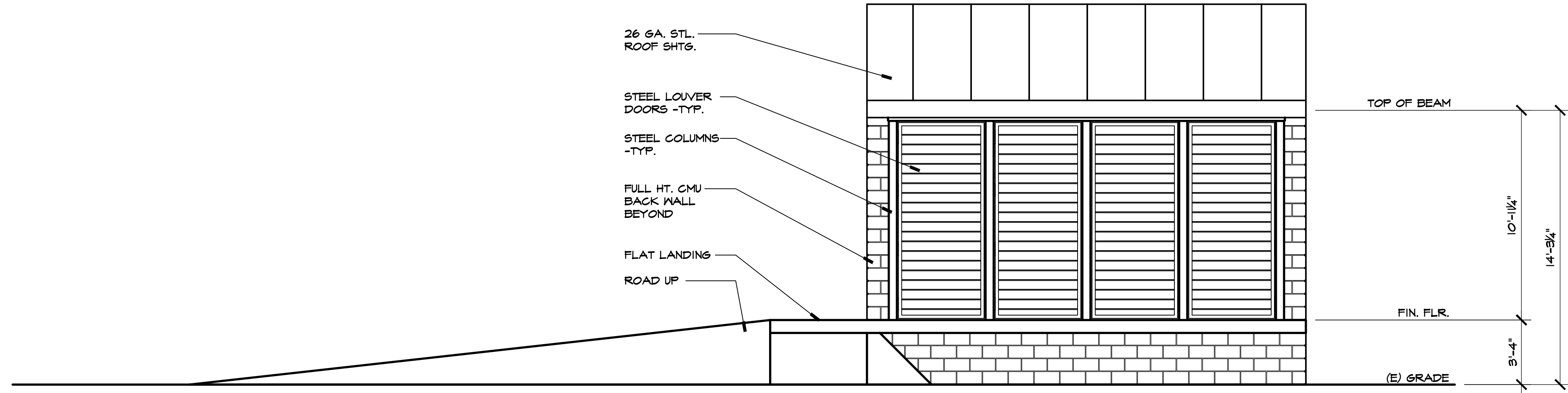
PROJECT:
TESLA BATTERY ENCLOSURE FOR:
BEAR VALLEY
WATER DISTRICT
PROJECT LOCATION:
441 CREEKSIDE DR.
BEAR VALLEY, CA 95223



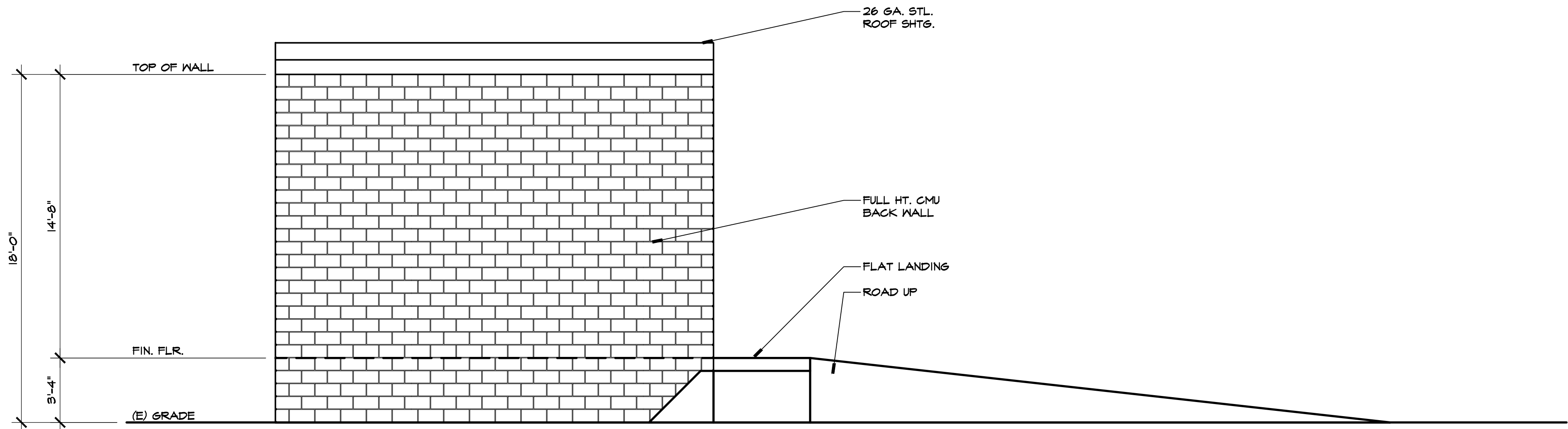
THESE PLANS ARE PRELIMINARY
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SIGNATURE UPON STAMP

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DATE	3/30/21
SCALE	AS NOTED
JOB NO.	21044
SHEET	

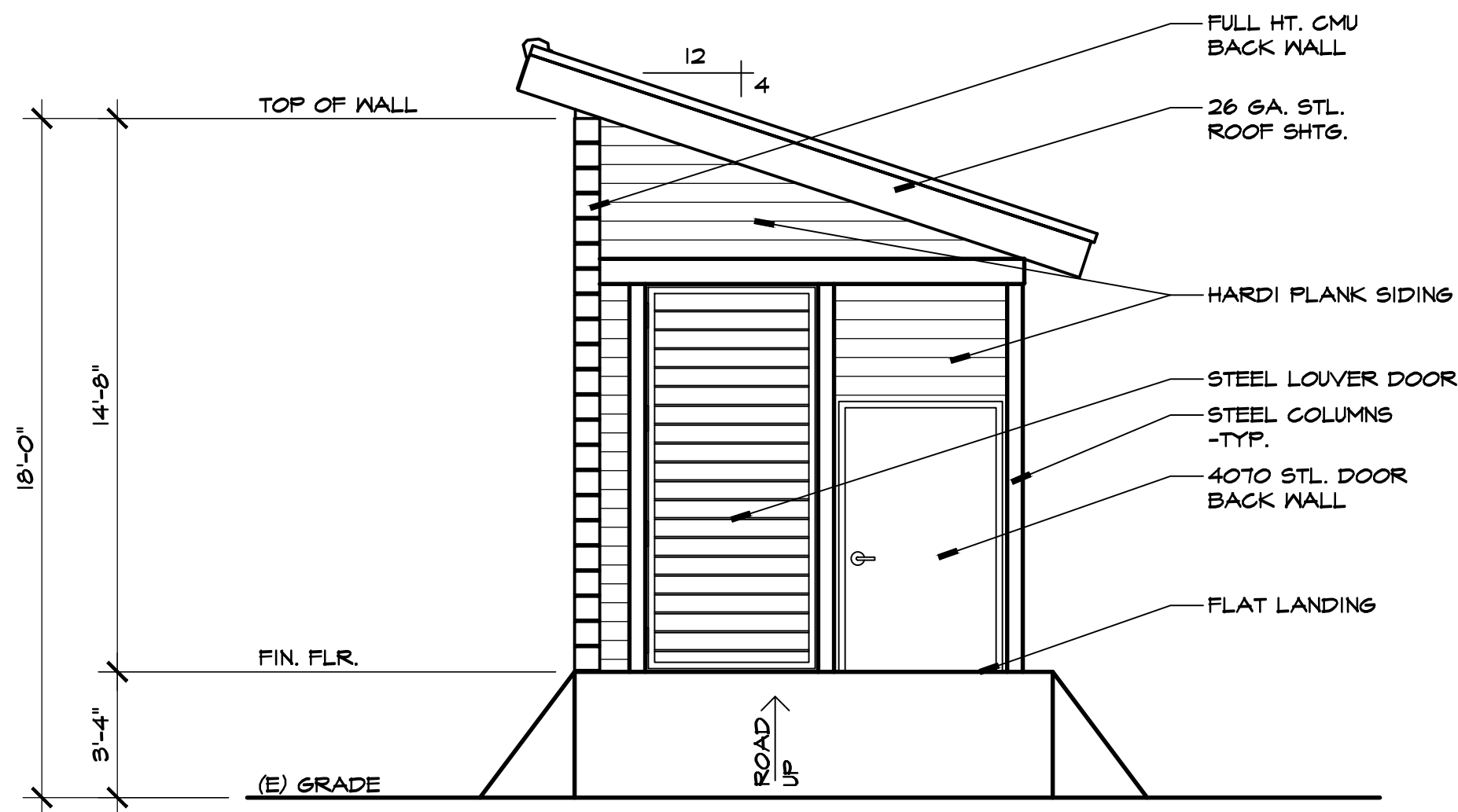
A1
2 OF 3 SHEETS



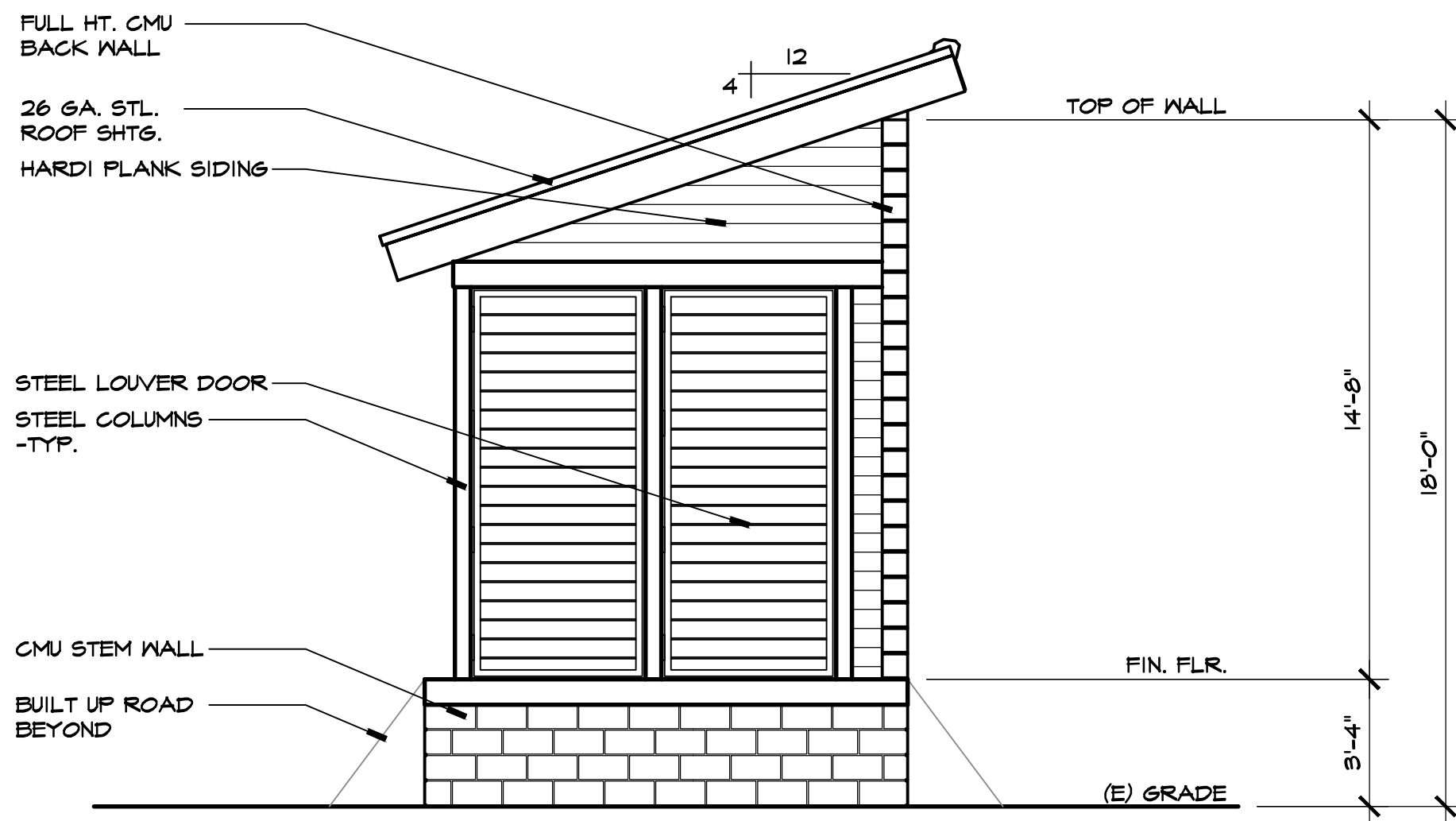
SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



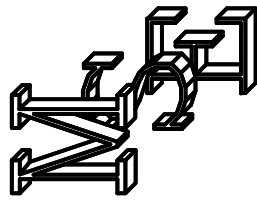
EAST ELEVATION

ELEVATIONS

1/4" = 1'-0"

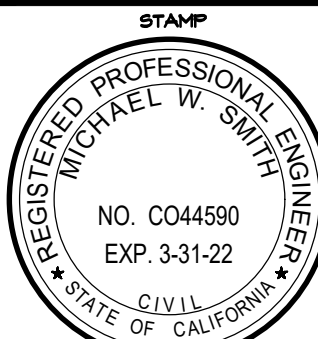
REVISIONS	BY

MIKE SMITH
ENGINEERING, INC.
4 NORTH MAIN STREET
LODI, CALIFORNIA 95240
PHONE (209) 334-2332



TITLE:
ELEVATIONS

PROJECT:
TESLA BATTERY ENCLOSURE FOR:
**BEAR VALLEY
WATER DISTRICT**
PROJECT LOCATION:
441 CREEKSIDE DR.
BEAR VALLEY, CA 95223



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UNLESS THERE IS A WET SIGNED
SIGNATURE UPON STAMP

DRAWN	KH
CHECKED	MS
DATE	3/30/21
SCALE	AS NOTED
JOB NO.	21044
SHEET	

A2

3 OF 3 SHEETS

3/30/2021 3:17:13 PM

MIKE SMITH ENGINEERING, INC.
PO BOX 611
LODI, CA 95241
(209) 334-2332
Lorna@mseng.comcastbiz.net

INVOICE

BILL TO
Bear Valley Water District
PO Box 5027
Bear Valley, CA 95223

INVOICE # 21044-2
DATE 04/02/2021

DESCRIPTION	QTY	RATE	AMOUNT
100% Complete - Conceptual Drawings for Tesla Battery Roof Cover 26821 N. Cherokee Ln., Bear Valley	1	1,875.00	1,875.00

Thank you for your business!

BALANCE DUE **\$1,875.00**



March 30, 2021

Jeff Gouveia
General Manager
Bear Valley Water District
PO Box 5027
Bear Valley, CA 95223
Sent via email

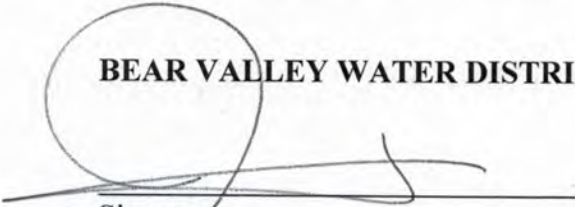
Dear Jeff,

This letter agreement lays out the terms under which GSR Energy will place a portion of the \$31,400 deposit (the "Refundable Deposit") required by the Self Generation Incentive Program for a Battery Energy Storage System (BESS) project at the Bear Valley Water District (BVWD), meter number 1009992085. Consistent with the MOU between GSR Energy and the BVWD dated 2/23/2021, GSR Energy and BVWD shall each be responsible for and submit half (50%) of the Refundable Deposit, or \$15,700 each (the "Partial Deposit").

The entirety of the \$31,400 Refundable Deposit has already been submitted by BVWD to the SGIP Administrator. GSR Energy is submitting a check for \$15,700 addressed to BVWD at the address above as our Partial Deposit, with the expectation that this Partial Deposit will be returned to GSR Energy within 10 business days of BVWD's receipt of the Refundable Deposit by the SGIP Administrator. It is understood that the SGIP Administrator will reimburse BVWD's Refundable Deposit upon Permission to Operate for the project – or, if the project is canceled prior to submittal of the Proof of Project Milestone (which requires a signed Energy Services Agreement), the Refundable Deposit will be refunded back to BVWD upon cancellation of the project.

Please confirm your agreement to the terms above.

BEAR VALLEY WATER DISTRICT:



Signature

Jeff Gouveia
Print Name

General Manager
Title

4-1-21
Date

GSR ENERGY:


Signature

Mark Tholke
Print Name

Managing Principal
Title

4/2/2021
Date

AGENDA ITEM

DATE: APRIL 19, 2021

TO: BVWD BOARD OF DIRECTORS

FROM: JEFF GOUVEIA, DISTRICT GENERAL MANAGER

RE: CAL OES ENERGY RESILIENCY NOTIFICATION OF ALLOCATION

BACKGROUND & DISCUSSION:

On October 14, 2020 Staff received the Request for Proposal (RFP) from the California Governor's Office of Emergency Services (Cal OES), Grants Management Section, soliciting proposals for the:

COMMUNITY POWER RESILIENCY ALLOCATION TO SPECIAL DISTRICTS PROGRAM

The purpose of the Community Power Resiliency Allocation to Special Districts Program is to support California special districts with additional preparedness measures in response to power outage events. California special districts that have an identified critical facility or facilities, or provide critical infrastructure, pursuant to the de-energization guidelines adopted by the California Public Utilities Commission are the only eligible Applicants.

The Performance Period for the allocation is July 1, 2020 – October 31, 2021 and Individual Applicants may request up to \$300,000 by submitting proposals on or before Friday, October 30, 2020.

Staff responded to the RFP by submitting a detailed proposal for consideration by the California Governor's Office of Emergency Services on October 29, 2020. On March 12, 2021 Cal OES notified the District that it approved its FY 2020-21 Community Power Resiliency allocation in the amount of \$300,000.

Eligible activities under this allocation are limited to and Funds may be used only for the procurement of:

- Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
- Generator fuel and fuel storage;
- Redundant emergency communications (e.g., battery-powered radios);
- Portable vehicle-mounted charging stations;
- Portable battery-powered and rechargeable radio repeater and transmission equipment.
- Development/update of Continuity plans and Contingency plans for electrical disruptions
- Public education materials or supplies focused on individual family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

RESEARCH AND ANALYSIS:

The District has been increasingly challenged to manage its various facilities under the impacts of utility power outages, including those planned by PGE during the Public Safety Power Shutoff (PSPS) events as well as the more traditional power interruptions during weather events. The District is located in a high fire threat district (HFTD) and since the rollout of PGE's PSPS program in 2019, the District has experienced approximately 336 hours in power outage events since July 1, 2019.

For the past several years Staff have been grappling with finding parts for aging propane generators at (2) critical lift stations (Main Pump Station (MPS) and the Lake Alpine Boat Ramp (LABR). These (2) existing standby generators were installed in 1991 and have exceeded the end of their useful life. Recent repairs of these units have highlighted that securing parts for them is becoming critically difficult and that replacing these units should be prioritized. Moreover, the Bee Gulch lift station has been operated by portable generator during the summer months but has never had backup power during the winter months since it was installed in 1974.

The administrative offices of the District, which also hosts the District's SCADA server, the backbone of the District's remote monitoring system, has never had reliable backup power and when power is lost at the main office, all SCADA communication and monitoring is lost to the District's various remote facilities.

The Cal OES resiliency allocation could not have come at a better time for the District and is of sufficient magnitude to address nearly all of the District's immediate back up power needs. The table below represents Staff's recommendation for how best to distribute these funds to address the various points of weakness described above. Pursuant to the terms of the allocation, these solutions where possible emphasize clean energy and green solutions as well as conventional propane generators and communications needs as necessary.

Cal OES Community Power Resiliency Allocation		kWh / Month	kWh / Day	13.2 kWh/Powerwall	Days Energized
Admin Powerwall (6) - \$11,585/wall	69,509	434	14.47	79.2	5.47
BG Powerwall (2) - \$13,360/wall	30,849	78	2.6	26.4	10.15
Treatment Plant Battery System Structure	40,000				
MPS Generator - 60 kW (incl tax + temp rental)	50,558				
LABR Generator - 30 kW (incl tax + temp rental)	47,720				
Radio Telemetry	68,094				
Total	306,730				

RECOMMENDATION:

The Board should discuss the various proposed uses of this allocation, consider alternatives as necessary, and authorize Staff to contract with the various vendors to procure and install the equipment during the performance period ending October 31, 2021. Note, Cal OES has clarified that funds allocated to the District MUST be issued in full for contracts on or before October 31, 2021 but that project completion may occur after this deadline (e.g. summer of 2022) if necessary.

ACTION:

1. Motion to Accept Staff's proposed use of the \$300,000 Cal OES Community Power Resiliency Allocation or as amended by the Board following discussion.

Attachments:

- Bear Valley Water District - Cal OES Award Letter
- Cal OES Award Letter – April 8 Guidelines Clarification Memo
- Alpine County Planning Memo RE: CEQA Compliance
- GSR Energy Tesla Powerwall Proposal – Admin + Bee Gulch LS
- Industrial Electrical Company 30kW & 60 kW Kohler Generator Proposal
- Aqua Sierra Controls Proposal for Radio Telemetry



March 12, 2021

Jeff Gouveia
General Manager
Bear Valley Water District
P.O. Box 5027
Bear Valley, CA 95223-5027

SUBJECT: **NOTIFICATION OF SUBRECIPIENT ALLOCATION**
Fiscal Year (FY) 2020 Community Power Resiliency Allocation to
Special Districts Program
Period of Performance: July 1, 2020, to October 31, 2021

Dear Mr. Gouveia:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2020-21 Community Power Resiliency allocation in the amount of \$300,000. Eligible activities under this allocation are limited to:

- Equipment-
Funds may be used for the procurement of:
 - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
 - Generator fuel and fuel storage;
 - Redundant emergency communications (e.g., battery-powered radios);
 - Portable vehicle-mounted charging stations;
 - Portable battery-powered and rechargeable radio repeater and transmission equipment.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8859 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

- Plans-
Funds may be used for the development/update of:
 - Continuity plans;
 - Contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;
 - Risk assessments for critical infrastructure and lifelines;
 - Post-event reports that identify lessons learned and corrective actions.
- Public education materials or supplies focused on individual family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- These funds shall not be used to secure, compensate, or backfill professional services contracts.
- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the Grant Subaward period of performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, special districts are encouraged to collaborate with their county to support critical infrastructure and resiliency with a particular focus on public safety, vulnerable communities, and individuals with access and functional needs.
- Must ensure they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide a Progress Report on the expenditures of the funds. The Progress Report is due no later than **November 30, 2021**. This Progress Report shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity,

including whether the project or activity was completed and whether it was used during power outages.

- Must coordinate with their city or county planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) Public Resource Code, Section 21000 *et seq.*
- Comply with the California Public Records Act, Government Code Section 6250 *et seq.*
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____
Signature of Authorized Agent: _____
Printed Name of Authorized Agent: _____
Title: _____ Date: _____

Your dated signature and above fillable information is required on this Notification of Subrecipient Allocation. Please sign and return requested information to PSPS@CalOES.ca.gov within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email Cindy Logan at PSPS@CalOES.ca.gov.

Sincerely,



MARK S. GHILARDUCCI
Director

Jeff Gouveia

From: CalOES Public Safety Power Shutoff <PSPS@caloes.ca.gov>
Sent: Thursday, April 8, 2021 11:58 AM
Cc: CalOES Public Safety Power Shutoff
Subject: FY20 Community Power Resiliency Program Information

Importance: High

Hello,

This correspondence seeks to clarify the guidelines surrounding the procurement of generators and generator connections for essential facilities under the FY20 Community Power Resiliency Program. We understand there may be incidental services associated with the purchase of generators and generator connections to complete their implementation and achieve the goal of public safety during a power shutoff. Such activities directly related to only generators and generator connections are acceptable items/activities under this program.

As a reminder, the use of these funds to secure, compensate, or backfill professional services contracts does not fall within the guidelines of this program and is not an eligible activity.

For further inquiries, please email PSPS@CalOES.ca.gov.

Respectfully Yours,

Andrea McKee
Community Power Resiliency Program Unit Manager
California Governor's Office of Emergency Services



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES



Jeff Gouveia

From: Zach Wood <zwood@alpinecountyca.gov>
Sent: Thursday, March 18, 2021 12:28 PM
To: Jeff Gouveia
Subject: RE: BVWD Cal OES Energy Resiliency Grant
Attachments: Death Ride 2021.docx

Jeff,

Looks like the minimum requirement to coordinate with County planning agency has been achieved through our communication. May look at the [CEQA Exemptions Class 2 for Replacement or Reconstruction](#) (CEQA Guidelines 15302 (c). (c) *Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.* I attached our Notice of Exemption form that you have reference if BVWD takes CEQA action as a lead agency. Finalizing a Cat Ex means filing with the State CEQA Clearinghouse and obtaining a Clearinghouse number for OES to reference the "completed" document.

Zach Wood

Planner III

530 694 1371
zwood@alpinecountyca.gov

From: Jeff Gouveia [<mailto:Jeff.Gouveia@bvwd.ca.gov>]
Sent: Thursday, March 18, 2021 12:11 PM
To: Zach Wood; Jeff Gouveia
Subject: RE: BVWD Cal OES Energy Resiliency Grant

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Zach,

Good to chat with you today ! I appreciate your time.

Here is the approval letter and as well as the original RFP for this grant.

I've also included a link to the section of the government code discussing the exemption we enjoy for the "construction of facilities for the production, generation, storage, treatment, or transmission of water, wastewater, or electrical energy by a local agency."

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=53091

Thanks for the help !

Jeff Gouveia | General Manager |
Bear Valley Water District
441 Creekside Drive | PO Box 5027, Bear Valley, CA 95223 |
O: 209.753.2112 | C: 209.743.0836 | F: 209.753.6267



March 29, 2021

Jeff Gouveia
General Manager
Bear Valley Water District
441 Creekside Drive
Bear Valley, CA 95223
Sent via email

Dear Jeff,

Golden State Renewable Energy (GSR Energy), in collaboration with Swell Energy, is pleased to present the following proposal for engineering, procuring, and installing Tesla Powerwall at two BVWD facilities. GSR seeks to collaborate with BVWD to problem-solve solutions to the emerging issue of grid reliability in a new era of potential wildfire in California. As northern CA faces periods of increasing frequency and severity for uncontrolled wildfire, the demonstration of non-fossil fuel-based grid reliability solutions has become an urgent challenge. Leveraging over two decades of renewable energy and battery storage project deployment in California, GSR Energy looks forward to the opportunity to partner with BVWD to implement successful grid reliability.

GSR Energy understands that BVWD desires Tesla Powerwall to provide back-up power for two BVWD facilities, one (6) Powerwall installation and one (2) Powerwall installation. It is also our understanding that BVWD desires to own the energy storage equipment outright, with a potential interest in contracting GSR Energy or our financing partner Swell Energy for O&M and warranty repairs. Recognizing the current nationwide shortage in Tesla Powerall equipment, GSR Energy is partnering with Swell Energy to work hard, using commercially reasonable efforts, to secure and deploy product before the onset of winter conditions in late 2021.

Please note that one additional opportunity would be to apply for the SGIP large-scale storage incentive. As part of our proposal, GSR Energy would handle all SGIP application submittals for BVWD, designating BVWD as Payee and ensuring that any SGIP incentive revenue from the system would accrue directly to BVWD.

GSR Energy looks forward to bringing a results-focused skillset and goal-oriented drive to demonstrate battery storage as an alternative to fossil fuel.

We are excited by the challenge and are ready to get to work.

Sincerely,

Mark Tholke
Managing Principal
Golden State Renewable Energy

Confidential and Proprietary

Exhibit A: Proposal

PROJECT NAME: Location 1

PROJECT LOCATION: TBD

PROPOSED SYSTEM SIZE: Six (6) Tesla Powerwalls

SCOPE OF SERVICES

Outlined below are the Development Services for engineering, procurement, and construction to be provided by GSR Energy per Project. Services not defined in the Work Breakdown Structure (WBS) are excluded from the scope of GSR Energy's services, and GSR Energy assumes no responsibility to perform such additional work.

BASIS OF COMPENSATION

For services outlined in the Development Services, compensation shall be as follow:

Phase	Name	Description	Fee
100	Engineering	The engineering scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the ENGINEER.	\$750
300	Utility	Covers the interconnection approval scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the UTILITY COORDINATOR.	\$300
400	Permitting	Covers the permitting scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the PERMITTING COORDINATOR.	\$500
500	Equipment	Covers the procurement scope of work, management, deliveries, and processes outlined by the WBS to be cared out by the CONTRACTOR or DEVELOPER.	\$44,867.50
600	Installation	Covers the scope of work, management, and processes outlined by the WBS to be cared out by the CONTRACTOR.	\$10,966
800	Development	Covers the scope of work, management, and processes outlined by the WBS to be cared out by the DEVELOPER.	\$10,625.30
	TOTAL		\$68,009

For additional services outlined in the Development Services, compensation shall be as follow:

Phase	Name	Description	Fee
200	Incentive	The incentive approval scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the INCENTIVE COORDINATOR.	\$1500

PROJECT NAME: Location 2

PROJECT LOCATION: TBD

PROPOSED SYSTEM SIZE: Two (2) Tesla Powerwall

SCOPE OF SERVICES

Outlined below are the Development Services for engineering, procurement, and construction to be provided by GSR Energy per Project. Services not defined in the Work Breakdown Structure (WBS) are excluded from the scope of GSR Energy's services, and GSR Energy assumes no responsibility to perform such additional work.

BASIS OF COMPENSATION

For services outlined in the Development Services, compensation shall be as follow:

Phase	Name	Description	Fee
100	Engineering	The engineering scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the ENGINEER.	\$750
300	Utility	Covers the interconnection approval scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the UTILITY COORDINATOR.	\$300
400	Permitting	Covers the permitting scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the PERMITTING COORDINATOR.	\$500
500	Equipment	Covers the procurement scope of work, management, deliveries, and processes outlined by the WBS to be cared out by the CONTRACTOR or DEVELOPER.	\$16,015.50
600	Installation	Covers the scope of work, management, and processes outlined by the WBS to be cared out by the CONTRACTOR.	\$7,330
800	Development	Covers the scope of work, management, and processes outlined by the WBS to be cared out by the DEVELOPER.	\$4,453.10
	TOTAL		\$29,349 ¹

For additional services outlined in the Development Services, compensation shall be as follow:

Phase	Name	Description	Fee
200	Incentive	The incentive approval scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the INCENTIVE COORDINATOR.	\$1500

¹ GSR Energy, in partnership with Swell Energy, can provide quote for 1 powerwall system upon request
Confidential and Proprietary

Work Breakdown Structure

- 100 **Engineering:** Engineering (100) covers the engineering scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the ENGINEER.
 - 101 Management: Management (101) covers all supervision and management scope during the project by the ENGINEER.
 - 102 Utility Set: The Utility Set (102) allows for the preliminary design of the project to be reviewed by the DEVELOPER and the CLIENT before the issuance to the local electrical UTILITY company for approval.
 - 103 Permit Set: The Permit Set (103) allows for the complete engineering details of the project plan, obtain all Authority Holding Jurisdiction (AHJ) stakeholders' approval of the details, and complete a final design ready for construction.

- 200 **Incentives:** Incentives (200) cover the incentive approval scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the INCENTIVE COORDINATOR.
 - 201 Incentive Services²: Incentive Services (201) identifies the requirements and timelines of the government incentive programs, submitting incentive documents, and obtaining approval.

- 300 **Utility:** Utility (300) covers the interconnection approval scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the UTILITY COORDINATOR.
 - 301 Utility Services: Utility Services (301) identifies the requirements and timelines of the local electrical utility company, submitting interconnection documents and obtaining approval.

- 400 **Permitting:** Permitting (400) covers the permitting scope of work, management, deliverables, and processes outlined by the WBS to be cared out by the PERMITTING COORDINATOR.
 - 401 Permitting Services: Permitting Services (201) identifies the requirements and timelines of Authority Holding Jurisdiction (AHJ), submitting construction documents, and obtaining approval.

- 500 **Procurement:** Procurement (500) covers the procurement scope of work, management, deliveries, and processes outlined by the WBS to be cared out by the CONTRACTOR or DEVELOPER.
 - 501 Battery Energy Storage System: Procure all battery(ies), inverters, and management systems as outlined by ENGINEER's plans.
 - 502 Electrical Equipment: Procure all disconnect, distribution, and transformer equipment as outlined by ENGINEER's plans.
 - 503 Transportation: Transport and store equipment as outlined by manufacture from manufacture or distribution center to project construction site.

- 600 **Installation:** Installation (600) covers the scope of work, management, and processes outlined by the WBS to be cared out by the CONTRACTOR.

² Expected SGIP incentive will be the Upfront Portion of \$300/kwh, with possible additional resiliency adder of \$150/kwh if site(s) qualify. Note that Upfront Portion is 50%, with the remaining 50% paid over 5 years through a Performance Based Incentive (capturing the PBI will require active management that may not be applicable)

- 601 Management: Management (601) covers all supervision and management scope during the project by the CONTRACTOR.
 - 602 Site Work: Site Work (602) covers all site work scope during the project by the CONTRACTOR.
 - 603 Electrical Work: Electrical Work (603) covers all electrical work scope and materials not procured during Procurement (500) throughout the project by the CONTRACTOR.
 - 604 Inspections: Inspection (604) covers the performance of all applicable AHJ inspections, including the underground electrical rough, electrical final, fire final, and final inspection.
- 800 **Development:** Development (800) covers the scope of work, management, and processes outlined by the WBS to be cared out by the DEVELOPER.
- 801 Labor & Overhead: Labor & Overhead (801) covers all costs associated with the development of the project incurred by the DEVELOPER during the project, and it's associated overhead.
 - 802 Travel: Travel (802) covers all costs associated with travel incurred by the DEVELOPER during the project.
 - 803 Project Contingency: Project Contingency (803) covers an estimated contingency held at varying different phases of the project. Project Contingency should remain zero at the end of the project.

Payment Terms

Client payments are due within 10 days from date of invoice and according to the following milestone schedule:

No.	Milestone	Description	Percentage
1	Design	Begin Design – due at Execution of the Agreement	10%
2	Permitted	Approval of Design – due at all permits received and executed interconnection agreement	40%
3	Completion	Construction Complete - due at executed final permit	30%
4	Operational	Commercial Operation – due at executed Permission to Operate from utility	20%

Exclusions

Below is a list of exclusions from the Basis of Compensation and the Work Breakdown Structure

1. Anything not expressly included is assumed excluded
2. Fees (fees below can be paid by GSR Energy and reimbursed at cost plus 10%)
 - a. Utility shut down fees
 - b. Rush or expediting fees
3. Testing
 - a. National Electrical Testing Association (NETA) Testing and Certification
 - b. Special Inspection and Certification
 - c. Third-party Inspections
 - d. Contaminated soils testing
4. Labor
 - a. Union labor (pricing above assumes Prevailing Wage Requirement State of California Department of Industrial Wages)

- b. Overtime required to maintain construction schedule due to delays outside of the control
 - c. Afterhours work
 - d. Holiday work
 - e. Weekend work
 - f. On-site Security Officer
 - g. On-site Safety Inspector
 - h. On-site Engineer
- 5. Equipment
 - a. Installation of Load bank for testing / commissioning services
- 6. Site Work
 - a. Removal and Disposal of Contaminated Soils
 - b. Dewatering
 - c. Paving slurry or asphalt repairs
 - d. Relocation of unknown underground structures / utilities
 - e. Street encroachment permits
- 7. Electrical Work
 - a. Bus Flags or Bus Design
 - b. Fusing or Cable Limiters
 - c. Relocation of existing circuits
 - d. Relocation of existing breakers
 - e. Relocation of existing panels
 - f. Modification of existing equipment
- 8. Post Construction
 - a. Site Survey
 - b. CAD File As-Builts



February 18, 2021
Bear Valley Water District
441 Creekside Drive
Arnold, Ca 95223

We at Industrial Electrical Company are pleased to offer you a **BUDGETARY** quote for a new standby generator and automatic transfer switch including turnkey installation for the following applications. Freight to Arnold CA is included in Quote. **Sales Tax is not included in this quote.**

Scope of Work 30kw:

- Supply Qty (1) Kohler **KG40** LP fueled engine-driven generator set, rated for standby duty at 40kw, .8PF, 120/240v, 3 phase, 4 wire, 60hz, 1800rpm, no enclosure (indoor application).
- Supply Qty (1) Kohler **KCS-AFTA** Automatic Transfer Switch rated for 200amps, 120/240v, 3 phase, 4 wire, 3 pole, solid neutral in a Nema1 enclosure for indoor mounting.
- Electrical disconnection and removal/disposal of existing 30kw generator.
- Offloading, setting and anchoring of new Kohler generator.
- Fuel connection utilizing existing fuel supply line.
- Electrical connection of existing sub-feeders to new generator, existing 2-wire start circuit and existing battery charger/blockheater circuits.
- Supply of forklift for removal of existing and install of new.
- Factory startup/customer operation training (**day of startup**) for Generator.
- AQMD ATC (**Authority to Construct Permitting/Fees, Customer responsible for permit to operate and any associated fees.**).

Project Total..... **\$40,670.00**

Scope of Work 60kw:

- Supply Qty (1) Kohler **KG60** LP fueled engine-driven generator set, rated for standby duty at 60kw, .8PF, 120/240v, 3 phase, 4 wire, 60hz, 1800rpm, no enclosure (indoor application).
- Supply Qty (1) Kohler **KCS-AFTA** Automatic Transfer Switch rated for 200amps, 120/240v, 3 phase, 4 wire, 3 pole, solid neutral in a Nema1 enclosure for indoor mounting.
- Electrical disconnection and removal/disposal of existing 60kw generator.
- Offloading, setting and anchoring of new Kohler generator.
- Fuel connection utilizing existing fuel supply line.
- Electrical connection of existing sub-feeders to new generator, existing 2-wire start circuit and existing battery charger/blockheater circuits.
- Supply of forklift for removal of existing and install of new.
- Factory startup/customer operation training (**day of startup**) for Generator.
- AQMD ATC (**Authority to Construct Permitting/Fees, Customer responsible for permit to operate and any associated fees.**).

Project Total..... **\$43,310.00**

NOTE: If proposed scope of work is approved, IEC reserves the right to adjust quote based on site inspection prior to commencement of work to be performed.



Kohler limited generator warranty, effective from date of startup, for:
1 year or 2000 hours (whichever occurs first) as published in Kohler Brochure.

Kohler limited ATS warranty, effective from date of startup, for:
1 year as published in Kohler Brochure.

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 Industrial Electrical
209-422-6075 for Permit application processing information and pricing.**

ADDERS:

A PM Filter may be required as detailed below in "Quotation Notes." The jobsite address and generator location is not always sufficient to determine if one will be necessary. The generator needs to be further than 50 meters from the nearest "sensitive receptor" as defined below and further than 100 meters from the nearest K-12 school.

Quotation Notes:

1. Applicable taxes have not been included.
2. 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.
3. Any additional equipment required as a result of the Air Quality Management District (AQMD or APCD) permit application will be quoted separately. Air quality requirements are ever changing and vary based on jobsite location. Industrial Electrical 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.**
4. Generators installed on or after January 1st, 2013 in SCAQMD's jurisdiction will require the installation of a Particulate Matter Filter if they are within 50 meters of a sensitive receptor and over 175bhp. If the generator is within 50 meters of a sensitive receptor and there is not a price for a PM Filter on this quote please contact your salesperson immediately. A sensitive receptor is defined as, "any residence including private homes, condominiums, apartments, and living quarters, schools as defined in (5), preschools, daycare centers, and health facilities such as hospitals or retirement and nursing homes. A sensitive receptor includes long term care hospitals, hospices, prisons, and dormitories or similar live-in housing."
5. "Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr" which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarten-12th grade



school and there is not a price for a PM Filter on this quote please contact your salesperson immediately.

6. Quotation will be held firm for 30 days. This quote may be modified and/or rescinded by Industrial Electrical at its sole discretion unless the quote is accepted before the expiration date.
7. On-site installation work is excluded.
8. Fuel, initial fuel fill and fuel for testing is excluded.
9. No special lugs included in our quotes unless specifically identified on our proposal. You will receive the standard lugs for the provided breakers.

Lead Times:

1. Most submittals can typically be provided within 10 business days from receipt of your written hold for Submittal approval (HFSA) Purchase Order. Custom drawings take 15-20 business days minimum. Paralleling Switchgear Submittals are a minimum of 6-8 weeks.
2. Current factory lead-time for the generator is 15-16 weeks from written release for production.
3. Current factory lead time for the Automatic Transfer Switch is 10-12 weeks from written release for production.

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. Industrial Electrical wants to be your Generator System Supplier.

Exclusions from this quote:

Engineering/structural costs or drawings if required

Any and All permits (**except as specified, customer responsible for permit to operate and any associated fees**)

Any and All fuel (**except as specified**)

Anything not specifically listed is not included

Any and All Special Inspections

Amperage provided by others

Voltage provided by others

Quote valid for 30 days

Best regards,

Rich Hodge

Industrial Electrical Company

Service Manager

PH: (209) 422-6075

FX: (209) 527-8095

Cell: (209) 652-8282

rhodge@iecmail.com





Aqua Sierra Controls, Inc.
1650 Industrial Drive, Auburn, CA 95603
Cell (530) 305-3390 Office (530) 823-3241
jlane@aquasierra.com www.aquasierra.com
CA Contractors License A, C-10 474023
CA Small Business Certification #1162
CA DIR #1000003631

IT Services - SCADA – UL508 Panel Shop – Pump Controllers NIST Traceable Instrument Calibrations & Maintenance

Bear Valley

Attention: Mr. Jeff Gouveia
Phone: 209-743-0836

Subject: Proposal for Radio Telemetry
Project: Radio Telemetry

Proposal # QJ07029-1
April 15, 2021

Mr. Gouveia

The following is our proposal for the radio telemetry for your SCADA system. We will replace the cellular links between the office, the main pump station and the equipment house with radio. I have broken down our proposal as requested.

Base Station / Central Telemetry Unit Control Panel & Antenna

- Data Flow Systems RTU202 Assembly – *includes: (1) Fiberglass Enclosure, (1) MBP202 Four Slot Backplane, (1) PSM003-1 Power Supply Module, (1) Polyphaser Coaxial Surge Protector, (1) SPS001 120VAC Surge Protector, (1) RF Pigtail, (1) 2.6 aH Battery*
- Data Flow Systems FIM001 Fiber Interface Module
- Data Flow Systems TIM007 Telemetry Interface Module with 200Mhz Band 2 Watt Serial Radio
- Data Flow Systems RTA209 9.2dB Gain Welded Aluminum 200MHz Band Yagi Antenna
- Lot Installation Materials
- Lot Panel Building Materials

- Lot Terminals
- Antenna Mast
- (2) Coax Connectors
- (40') LMR400 Coax Cable
- Fully Assembled 10' Fiber Optic Cable with Connectors
- Ground rod, ground clamp, grounding cable

Equipment House Control Panel & Antenna

- Data Flow Systems RTU202 Assembly – *includes: (1) Fiberglass Enclosure, (1) MBP202 Four Slot Backplane, (1) PSM003-1 Power Supply Module, (1) Polyphaser Coaxial Surge Protector, (1) SPS001 120VAC Surge Protector, (1) RF Pigtail, (1) 2.6 aH Battery*
- Data Flow Systems PLC800 Programmable Logic Controller
- Data Flow Systems TIM007 Telemetry Interface Module with 200Mhz Band 2 Watt Serial Radio
- Data Flow Systems RTA209 9.2dB Gain Welded Aluminum 200MHz Band Yagi Antenna
- Lot Installation Materials
- Lot Panel Building Materials
- Lot Terminals
- Antenna Mast
- (2) Coax Connectors
- (40') LMR400 Coax Cable
- Ground rod, ground clamp, grounding cable

Main Pump Station Radio & Antenna

- 200Mhz Band 2 Watt Serial Radio for TCU
- (1) Data Flow Systems RTA209 9.2dB Gain Welded Aluminum 200MHz Band Yagi Antenna
- (1) Lot Installation Materials
- (1) Lot Panel Building Materials
- (1) Lot Terminals
- (1) Antenna Mast
- (2) Coax Connectors
- (40') LMR400 Coax Cable
- Ground rod, ground clamp, grounding cable

Scope of Work

- Submittal
- Design drawings and build of materials.
- Panel assembly
- Factory acceptance testing
- Equipment delivery
- Radio path study
- Radio license application filing

- Turnkey installation
- Field acceptance testing
- Radio communications testing
- Startup
- Operator training
- Operation and maintenance manuals
- SCADA programming

Proposal Breakdown

Equipment \$16,295.62

Sales tax \$1,262.91

Shipping and handling \$666.67

Engineering, programming and installation \$49,632.11

Proposal Total \$67,857.30 (Cash, Check, ACH, Wire Transfer)

Inclusions

- Shipping and handling
- Sales tax
- Travel and mileage
- Hotels and meals
- Prevailing wage rates

Exclusions

- Items not in our scope of work
- Specialty insurance beyond our standard two million dollars coverage
- Bonds, fees or permits.
- Underground work, trenching or back filling.
- NETA testing
- Union requirements or signatories
- Arc flash study or short circuit analysis
- Third party testing
- Confined space entry

Please let me know if you have any questions.

Thank you,

Josh Lane
Sales Manager



AGENDA ITEM

DATE: APRIL 19, 2021

TO: BVWD BOARD OF DIRECTORS

FROM: JEFF GOUVEIA, DISTRICT GENERAL MANAGER

RE: MANAGER'S REPORT

1. Water Balance - Update
 - a. Influent Flows & Effluent Transfers
 - a. Effluent in Storage, Current Storage Capacity & Land / Surface Disposal Update
2. Permit Compliance & Monitoring & Reporting Programs (MRPs) - Update
 - a. WDR MRP - Land Discharge Permit – Compliance & Reporting Update
 - i. Reporting Status Matrix – No Certified Violations, All Reporting Submitted On-Time
 - b. NPDES MRP – Surface Water Discharge Permit – Compliance & Reporting Update
 - i. Reporting Status Matrix – No Certified Violations, All Reporting Submitted On-Time
 - ii. Permit Renewal Update – Notice of Complete Application For NPDES Renewal – March 18, 2021
3. Other
 - a. 2021 Expiration of Director's Terms of Office (Bissell, Boyle, Lundquist Expire December 2021)
 - b. April Snowpack 3rd Driest On Record – Update
 - c. Local JPA Received \$590,000 in Cal OES Funding
 - d. LAWC Advice Letter – Transfer of Shares from Roma Orvis (Deceased) to C. Bruce Orvis, III
 - e. US Cybersecurity & Infrastructure Security Agency – Windows 7 End of Life, Remote Control Software Recommendations, Wastewater Systems Security Recommendations & Examples

Board Meeting 4-19-21

- Influent Flows (MG) – Total of ALL Wastewater Received / % change previous year**

<u>January, 2021</u>	<u>January, 2020</u>	<u>January 2019</u>
.797 / 88.9%	0.897 / 100.5%	.883 / 38.7%
<u>February, 2021</u>	<u>February 2020</u>	<u>February 2019</u>
1.028 / 89.1%	1.154 / 62.3%	1.884 / 102.6%
<u>March 2021</u>	<u>March 2020</u>	<u>March 2019</u>
1.093 / 54.2%	2.015 / 88.6%	2.275 / 62.9%
<u>April 1-14, 2021</u>	<u>April 2020</u>	<u>April 2019</u>
1.551	3.864 / 73.9%	5.230 / 119.6%

- Transferred to PR (MG) - Volume of Water Moved from Treatment to Storage / % change previous year**

<u>January, 2021</u>	<u>January, 2020</u>	<u>January 2019</u>
.626 / 521.6%	0.120 / 40.3%	.298 / 9.1%
<u>February, 2021</u>	<u>February 2020</u>	<u>February 2019</u>
1.170 / 354.5%	0.330 / 9.4%	3.522 / 159.7%
<u>March 2021</u>	<u>March 2020</u>	<u>March 2019</u>
1.481 / 63.8%	2.322 / 63.8%	3.641 / 62.8%
<u>April 1-14, 2021</u>	<u>April 2020</u>	<u>April 2019</u>
1.794	3.984 / 68.3%	5.834 / 104.0%

NOTE: During November and December 2019 maintenance was being performed on the Treatment Pond.

- Land Application - Annual Totals – MG Applied / % change previous year**

<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
30.639 / 158.8%	19.293 / 83.1%	23.215 / 144.6%	16.051 / 30.5%	52.572 / 215.4%

2020 Land Application Began June 2

2019 Land Application Began July 12

- Surface Discharge - Effluent Flow Discharge Totals – MG - NO EFFLUENT WAS DISCHARGED IN 2020 or 2021**

<u>March 2019</u>	<u>April 2019</u>	<u>May 2019</u>	<u>June 2019</u>	<u>Total 2019 Discharge</u>
0.0	0.0	29.5	26.9	56.5
<u>March 2018</u>	<u>April 2018</u>	<u>May 2018</u>	<u>June 2018</u>	<u>Total 2018 Discharge</u>
0.0	11.9	11.7	0.0	23.6
<u>March 2017</u>	<u>April 2017</u>	<u>May 2017</u>	<u>June 2017</u>	<u>Total 2017 Discharge</u>
15.8	29.9	29.7	16.9	92.3

- Storage Reservoir Elevations and Volumes (based on 10/6/15 pressure chart):**

- Empty (minimum pool) = 7063.0' = 0 MG = 0'
- Total Depth (w/2' Freeboard) = 7086.3' = 76.45 MG = 23.3'
- Total Depth (spillway) = 7088.3' = 85.86 MG = 25.3'
- Permitted Full Reservoir (2' Freeboard) = 7086.3' = 76.45 MG = 100%
 - Highest Level 2020 – 5/28/20 = 7075.6' = 33.01 MG = 43.2%
 - Highest Level 2019 – 5/1/19 = 7079.8' = 48.68 MG = 63.7%
 - Highest Level 2018 – 4/20/18 = 7078.3' = 42.88 MG = 56.1%
 - Highest Level 2017 – 3/8/17 = 7083.9' = 65.67 MG = 85.9%
 - Highest Level 2016 – 5/26/16 = 7081.9' = 57.16 MG = 74.7%
 - **Current Storage Volume = 7071.0 = 17.83 MG = 23.3% (4/15/2021)**
 - Storage Volume 1 Year Ago = 7070.6 = 16.62 MG = 21.7% (4/16/2020)

- Collection System**

- **2020:** Jet 17,194', % change previous year: 266%. Video 11,367', % change previous year: 196%
- **2019:** Jet 6,468', % change previous year: 93%. Video 5,800' % change previous year: 249%
- **2018:** Jet 6,990', % change previous year: 230%. Video 2,330', % change previous year: 173%
- **2017** Jet 3030' Video 1350'



SMR / DMR Reporting

Facility Name: Bear Valley WWTF
Water Board Office: Region 5S - Sacramento
Reporting Level: Level 1

Navigate to:
You are logged-in as: gmbearvalleywater. If this account does not belong to you, please log out.

Order Number: 5-01-208
Case Worker: Kenny Croyle

To review or submit a report, select it from the list below. To change the list of reports, check the status types and/or enter start and end dates.

Show reports that meet these criteria

Status:
☒ Submitted - report was already submitted to water board
☒ In-Progress - report has been edited but not submitted
☒ Past Due - report deadline has passed and report has not been submitted
☒ Future - report due date is in the future
☒ Withdrawn - report has been withdrawn

Show Report Due Between: 10/12/2020 and 10/12/2021

Refresh List Show Calendar Year

Search results:

ID	Report Name	Type	Frequency	Reporting Period	Due Date	Status	Date Received	Date Reviewed	Certified Violations
2413410	March 2021	MONRPT	Monthly	03/01/2021 - 03/31/2021	06/01/2021	Future			No
2420206	April 2021	MONRPT	Monthly	04/01/2021 - 04/30/2021	06/01/2021	Future			No
2440854	May 2021	MONRPT	Monthly	05/01/2021 - 05/31/2021	07/01/2021	Future			No
2464587	June 2021	MONRPT	Monthly	06/01/2021 - 06/30/2021	08/01/2021	Future			No
2413412	Q1 2021 (3 times per year)	GR_WATER	Quarterly	04/01/2021 - 07/31/2021	08/01/2021	Future			No
2353428	September 2020	MONRPT	Monthly	08/01/2020 - 09/30/2020	11/01/2020	Submitted	10/26/2020		No
2333160	Q2 2020 (3 times per year)	GR_WATER	Quarterly	08/01/2020 - 09/30/2020	11/01/2020	Submitted	10/19/2020		No
2365573	October 2020	MONRPT	Monthly	10/01/2020 - 10/31/2020	12/01/2020	Submitted	11/23/2020		No
2376811	November 2020	MONRPT	Monthly	11/01/2020 - 11/30/2020	01/01/2021	Submitted	12/21/2020		No
2353429	Q3 2020 (3 times per year)	GR_WATER	Quarterly	10/01/2020 - 12/31/2020	02/01/2021	Submitted	12/08/2020		No
2266018	2020	MONRPT	Annual	01/01/2020 - 12/31/2020	02/01/2021	Submitted	01/26/2021		No
2384385	December 2020	MONRPT	Monthly	12/01/2020 - 12/31/2020	02/01/2021	Submitted	01/20/2021		No
2413408	January 2021	MONRPT	Monthly	01/01/2021 - 01/31/2021	03/01/2021	Submitted	02/18/2021		No
2413409	February 2021	MONRPT	Monthly	02/01/2021 - 02/28/2021	04/01/2021	Submitted	03/22/2021		No

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Navigate to:

You are logged in as: gmbearvalleywater. If this account does not belong to you, please log out.

SMR / DMR Reporting

Facility Name: Bear Valley WWTF
Water Board Office: Region 6S - Sacramento
Reporting Level: Level II

Order Number: RS-2016-0045
Case Worker: Mohammad Farhad
All Electronic Date: 08/01/2018

To review or submit a report, select it from the list below. To change the list of reports, check the status types and/or enter start and end dates.

Show reports that meet these criteria

Status:

☒ Submitted - report was already submitted to water board

☒ In-Progress - report has been edited but not submitted

☒ Past Due - report deadline has passed and report has not been submitted

☒ Future - report due date is in the future

☒ Withdrawn - report has been withdrawn

Show Report Due Between: 10/12/2020 and 10/12/2021

Refresh List

Show Calendar Year

Search results:

ID	Report Name	Type	Frequency	Reporting Period	Due Date	Status	Data Received	Confirms Violations	Report	Withdrawal
2416788	March 2021	MONNPDOS	Monthly	03/01/2021 - 03/31/2021	05/01/2021	In-Progress		No		
2429412	April 2021	MONNPDOS	Monthly	04/01/2021 - 04/30/2021	06/01/2021	Future		No		
2441061	May 2021	MONNPDOS	Monthly	05/01/2021 - 05/31/2021	07/01/2021	Future		No		
2465241	June 2021	MONNPDOS	Monthly	06/01/2021 - 06/30/2021	08/01/2021	Future		No		
2354231	September 2020	MONNPDOS	Monthly	09/01/2020 - 09/30/2020	11/01/2020	Submitted	10/28/2020	No	Download Report	
2365778	October 2020	MONNPDOS	Monthly	10/01/2020 - 10/31/2020	12/01/2020	Submitted	11/25/2020	No	Download Report	
2278810	November 2020	MONNPDOS	Monthly	11/01/2020 - 11/30/2020	01/01/2021	Submitted	12/21/2020	No	Download Report	
2384593	December 2020	MONNPDOS	Monthly	12/01/2020 - 12/31/2020	02/01/2021	Submitted	01/20/2021	No	Download Report	
2290452	2020	MONNPDOS	Annual	01/01/2020 - 12/31/2020	02/01/2021	Submitted	01/28/2021	No	Download Report	
2416786	January 2021	MONNPDOS	Monthly	01/01/2021 - 01/31/2021	03/01/2021	Submitted	02/18/2021	No	Download Report	
2416787	February 2021	MONNPDOS	Monthly	02/01/2021 - 02/28/2021	04/01/2021	Submitted	03/22/2021	No	Download Report	

Export to Excel Show: 100 Previous 1-11 of 11 Next

Central Valley Regional Water Quality Control Board

18 March 2021

Jeff Gouveia
General Manager
(via email: Jeff.Gouveia@bvwd.ca.gov)
Bear Valley Water District
P.O. Box 5027
Bear Valley, CA 95223

NOTIFICATION OF COMPLETE APPLICATION FOR A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT RENEWAL, WASTE DISCHARGE REQUIREMENTS ORDER R5-2016-0045-01 (NPDES PERMIT CA0085146), BEAR VALLEY WATER DISTRICT, BEAR VALLEY WASTEWATER TREATMENT FACILITY, ALPINE COUNTY

Thank you for your Application/Report of Waste Discharge, dated 19 June 2020, for the renewal of your NPDES permit to continue discharging treated wastewater from the Bear Valley Water District, Bear Valley Wastewater Treatment Facility to Bloods Creek, a water of the United States, tributary to North Fork Stanislaus River. Your application was reviewed and found to be complete in accordance with section 122.21, Title 40, Code of Federal Regulations (40 CFR 122.21).

Order R5-2016-0045 will expire on 31 July 2021. Central Valley Regional Water Quality Control Board (Central Valley Water Board) staff is in the process of developing the NPDES permit renewal. Pursuant to 40 CFR 122.6 and Title 23, California Code of Regulations, section 2235.4, Order R5-2016-0045 is hereby administratively extended and will remain fully effective and enforceable until an Order to renew the permit is adopted by the Central Valley Water Board.

If you have any questions regarding this matter, please contact Danielle Goode at (916) 464-4843 or danielle.goode@waterboards.ca.gov.



Digitally signed by
James Marshall for
Patrick Pulupa
Date: 2021.03.18
15:42:17 -07'00'

Patrick Pulupa
Executive Officer

KARL E. LONGLEY ScD, P.E., CHAIR | PATRICK PULUPA, ESQ., EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95670 | www.waterboards.ca.gov/centralvalley



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April Snowpack Revealed Third-Driest Year On Record

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By Tracey Petersen

Published Apr 1, 2021 05:34 pm



April First snowpack reading at Phillips Station in Tahoe

[View Photo](#)

Sonora, CA – As the wet season ends, California's snowpack is well below average and state water officials say the "next few weeks are critical."

The water content of the Sierra Nevada snowpack measured 59% of the April 1 average, which is typically its peak, according to Department of Water Resources (DWR) officials, who performed a manual reading at the Phillip Station in Lake Tahoe Thursday. It measured a snow depth of 49.5 inches and a snow water content of 21 inches, translating to 83% of average for the location.

The state overall has only about 50% of average precipitation in the current water year and its major reservoirs are only about half full, disclosed Sean de Guzman of the Department of Water Resources.

"It's currently tied for the third-driest year on record," relayed de Guzman.

This brings the second consecutive dry winter and indicates that the state is entering another drought only several years after a five-year dry spell, according to DWR. The big question now is how much of the current snowpack will end up in reservoirs that are currently half full.

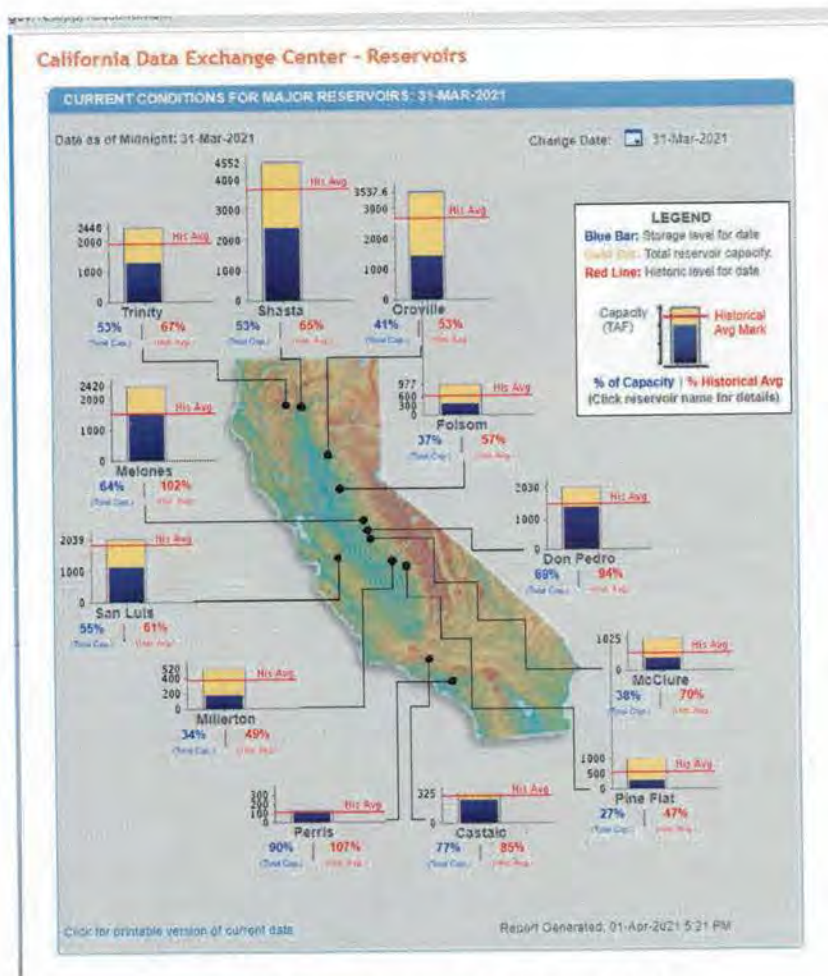
"As the snowpack starts to melt the big unknowns are how dry are the soils beneath the snowpack and how much water will absorb into those soils before running off into our rivers and streams," de Guzman said. "The next few weeks are just really critical to watch to see how much of that snowmelt will enter into our reservoirs."

This year is somewhat of an anomaly, indicates de Guzman, as there was more snow than rain received, a result of colder storms. The latest runoff forecast is around 58% of average, slightly under last year's number, according to de Guzman.

The season's final snow survey reading is April 29. Even with the Department of Water Resources characterizing the current year as "critically" dry, California is in a better position than during the last drought.

"Even though we have drought-like conditions, Californians as a whole have actually been conserving a lot more water compared to where we were before 2012 when the previous drought started," noted de Guzman. "A lot of the public has continued their effort which is a great sign, and we need to keep continuing to do that."

Below are the current state reservoir conditions:



Current Major Reservoir Conditions 4-1-21

Written by Tracey Petersen.

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Local JPA Receives \$590,000 In Emergency Funding

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By **B.J. Hansen**

Published **Mar 30, 2021 10:45 am**



Public Safety Power Shutoff PGE. tips, power
outage, PSPS, PG&E

[View Photo](#)

Angels Camp, CA — The California Office of Emergency Services has awarded a grant to a joint powers authority made up of local entities in Calaveras County.

The combined \$590,000 will go to the City of Angels Camp, Utica Water and Power Authority and the Union Public Utility District. It will notably help purchase generators to offset the impacts of power outages.

Angels Camp will install generators at the city's fleet vehicle fueling station, the water treatment plant and at the Sierra Hope Food Bank.

Utica will purchase a backup generator for the water flow control gate valve at the Murphys Afterbay, one to backup spillway gate controls at Hunters Reservoir in Avery, and buy a trailer-mounted generator that all JPA members can use. New and upgraded emergency communications equipment will also be purchased.

**CALIFORNIA PUBLIC UTILITIES COMMISSION
DIVISION OF WATER AND AUDITS**

Advice Letter Cover Sheet

Utility Name: Lake Alpine Water Company Inc
District: NA
CPUC Utility #: W-148
Advice Letter #: 127
Tier ☒ 1 ☐ 2 ☐ 3 ☐ Compliance
Authorization PUC Code 853 (c)
Description: To notify CPUC of the transfer of shares from decedent owner, Roma Orvis, to her son, C. Bruce Orvis, III.

Date Mailed to Service List: March 17, 2021
Protest Deadline (20th Day): April 8, 2021
Review Deadline (30th Day): April 18, 2021
Requested Effective Date: March 17, 2021
Rate Impact: None

The protest or response deadline for this advice letter is 20 days from the date that this advice letter was mailed to the service list. Please see the "Response or Protest" section in the advice letter for more information.

Utility Contact: Kimi Johnson
Phone: 209-753-2409
Email: info@lakealpinewater.com

Utility Contact: NA
Phone: NA
Email: NA

DWA Contact: Tariff Unit
Phone: (415) 703-1133
Email: Water.Division@cpuc.ca.gov

DWA USE ONLY

DATE

STAFF

COMMENTS

_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ APPROVED

☐ WITHDRAWN

☐ REJECTED

Signature: _____

Comments: _____

Date: _____



Lake Alpine Water Company

March 17, 2021

Advice Letter No. 127

TO THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA:

LAKE ALPINE WATER COMPANY (LAWC), U148W, hereby transmits for filing one original and one copy of this advice letter (AL) and the following tariff sheets which are enclosed:

<u>C.P.U.C. Sheet No.</u>	<u>Title of Sheet</u>	<u>Canceling Sheet No.</u>
592-W	Tariff Schedule Cover	287-W
593-W	Table of Contents	591-W

Request:

To notify CPUC of the transfer of shares from decedent owner, Roma Orvis, to her son, C. Bruce Orvis, III.

Background:

Public Utility Code Section 853 (C) addresses the transfer of ownership from a decedent to a member of the decedent's family in the manner provided in Section 240 of the Probate Code or by a will, trust, or other instrument.

Roma Orvis, deceased, owned 10.4% of Lake Alpine Water Company, Inc. Upon her death, her trust transfers her shares to her son, C. Bruce Orvis, III. Bruce Orvis is a current owner and his share interest changes from 21.8% to 32.2%

Tier Designation and Requested Effective Date:

This AL and the enclosed tariff sheets are submitted pursuant to GO 96-B. AL 127 is designated as a Tier 1 AL and the enclosed tariff sheets will become effective upon filing.

Notice:

A copy of this AL has been served to all parties listed on the service list on the last page of this AL. This filing will not cause withdrawal of service nor conflict with any other schedule or rule.

Response or Protest:

Anyone may respond to or protest this AL. A response supports the filing and may contain information that proves useful to the Commission in evaluating the AL. A protest objects to the AL in whole or in part and must set forth the specific grounds on which it is based. These grounds are:

- (1) The utility did not properly serve or give notice of the AL;
- (2) The relief requested in the AL would violate statute or Commission order, or is not authorized by statute or Commission order on which the utility relies;
- (3) The analysis, calculations, or data in the AL contain material error or omissions;
- (4) The relief requested in the AL is pending before the Commission in a formal proceeding; or



Lake Alpine Water Company

- (5) The relief requested in the AL requires consideration in a formal hearing, or is otherwise inappropriate for the AL process; or
- (6) The relief requested in the AL is unjust, unreasonable, or discriminatory (provided that such a protest may not be made where it would require re-litigating a prior order of the Commission.)

A protest may not rely on policy objections to an AL where the relief requested in the AL follows rules or directions established by statute or Commission order applicable to the utility.

A protest shall provide citations or proofs where available to allow staff to properly consider the protest.

A response or protest must be made in writing or by electronic mail and must be received by the Division of Water and Audits within 20 days of the date this AL is filed.

The address for mailing or delivering a response or protest is:

California Public Utilities Commission
Water Division, 3rd Floor
505 Van Ness Avenue, San Francisco, CA 94102
water.division@cpuc.ca.gov

On the same date the response or protest is submitted to the CPUC, the respondent or protestant shall send a copy by mail (or e-mail) to us, addressed to:

Kimi Johnson, General Manager
Lake Alpine Water Company
PO BOX 5013
Bear Valley, CA 95223
Email: info@lakealpinewater.com

Cities and counties that need Board of Supervisors or Board of Commissioners approval to protest should inform the Division of Water and Audits, within the 20-day protest period, so that a late filed protest can be entertained. The informing document should include an estimate of the date the proposed protest might be voted on.

Replies:

The utility shall reply to each protest and may reply to any response. Any reply must be received by the Division of Water and Audits within 5 business days after the end of the protest period, and shall be served on the same day to the person who filed the protest or response.

Lake Alpine Water Company W-148 Service List

Creekside Condo Associations
Amber Watts, Manager
ambercreeksidecondos@gmail.com

Bear Valley Homeowners
Association
paulnordic@sbcglobal.net

Alpine County Public Works
dburkett@alpinecountyca.gov

Paul Peterson, Bear Valley Condo
Management Company
paulnordic@sbcglobal.net

Bear Valley Water District
Jeff.Gouveia@bvwd.ca.gov

Anita Taff-Rice, Attorney
anita@icommlaw.com

Tom MacBride, Attorney
tmacbride@goodinmacbride.com

Gloria Dralla, RLAWC
ggdralla@pacbell.net

Colin McKee, Bear Valley Resident,
Inc.
colinbmckee@gmail.com

Terry Woodrow, County Supervisor
twoodrow@alpinecountyca.gov

Eric Jung, BV Real Estate and Cub
Reporter
eric@bearvalleyrealestate.com

Joel Barnett, Bear Valley Business
Association
joel@bearvalleyrealestate.com

Bruce Orvis, LAWC Board Member
bporvis@juno.com


Tim Schimke, Skyline Bear Valley
Resort
tims@bearvalley.com

Don Schulz, LAWC Board Member
don@mgib.net

I hereby certify that I have this day, March 17, 2021, served a copy of Advice
Letter 127-W on the parties listed on the above Service List by email.

Executed in Bear Valley, CA on March 17, 2021.

Lake Alpine Water Company, Inc.

By: 
Kimi Johnson, General Manager



Alert (AA21-042A)

[More Alerts](#)

Compromise of U.S. Water Treatment Facility

Original release date: February 11, 2021 | Last revised: February 12, 2021

Summary

On February 5, 2021, unidentified cyber actors obtained unauthorized access to the supervisory control and data acquisition (SCADA) system at a U.S. drinking water treatment facility. The unidentified actors used the SCADA system's software to increase the amount of sodium hydroxide, also known as lye, a caustic chemical, as part of the water treatment process. Water treatment plant personnel immediately noticed the change in dosing amounts and corrected the issue before the SCADA system's software detected the manipulation and alarmed due to the unauthorized change. As a result, the water treatment process remained unaffected and continued to operate as normal. The cyber actors likely accessed the system by exploiting cybersecurity weaknesses, including poor password security, and an outdated operating system. Early information indicates it is possible that a desktop sharing software, such as TeamViewer, may have been used to gain unauthorized access to the system, although this cannot be confirmed at present date. Onsite response to the incident included Pinellas County Sheriff Office (PCSO), U.S. Secret Service (USSS), and the Federal Bureau of Investigation (FBI).

The FBI, the Cybersecurity and Infrastructure Security Agency (CISA), the Environmental Protection Agency (EPA), and the Multi-State Information Sharing and Analysis Center (MS-ISAC) have observed cyber criminals targeting and exploiting desktop sharing software and computer networks running operating systems with end of life status to gain unauthorized access to systems. Desktop sharing software, which has multiple legitimate uses—such as enabling telework, remote technical support, and file transfers—can also be exploited through malicious actors' use of social engineering tactics and other illicit measures. Windows 7 will become more susceptible to exploitation due to lack of security updates and the discovery of new vulnerabilities. Microsoft and other industry professionals strongly recommend upgrading computer systems to an actively supported operating system. Continuing to use any operating system within an enterprise beyond the end of life status may provide cyber criminals access into computer systems.

[Click here for a PDF version of this report.](#)

Technical Details

The FBI, CISA, EPA, and MS-ISAC have observed corrupt insiders and outside cyber actors using desktop sharing software to victimize targets in a range of organizations, including those in the critical infrastructure sectors. In addition to adjusting system operations, cyber actors also use the following techniques:

- Use access granted by desktop sharing software to perform fraudulent wire transfers.
- Inject malicious code that allows the cyber actors to
 - Hide desktop sharing software windows,
 - Protect malicious files from being detected, and
 - Control desktop sharing software startup parameters to obfuscate their activity.
- Move laterally across a network to increase the scope of activity.

TeamViewer, a desktop sharing software, is a legitimate popular tool that has been exploited by cyber actors engaged in targeted social engineering attacks, as well as large scale, indiscriminate phishing campaigns. Desktop sharing software can also be used by employees with vindictive and/or larcenous motivations against employers.

Beyond its legitimate uses, when proper security measures aren't followed, remote access tools may be used to exercise remote control over computer systems and drop files onto victim computers, making it functionally similar to Remote Access Trojans (RATs).

TeamViewer's legitimate use, however, makes anomalous activity less suspicious to end users and system administrators compared to RATs.

Windows 7 End of Life

On January 14, 2020, Microsoft ended support for the Windows 7 operating system, which includes security updates and technical support unless certain customers purchased an Extended Security Update (ESU) plan. The ESU plan is paid per-device and available for Windows 7 Professional and Enterprise versions, with an increasing price the longer a customer continues use. Microsoft will only offer the ESU plan until January 2023. Continued use of Windows 7 increases the risk of cyber actor exploitation of a computer system.

Cyber actors continue to find entry points into legacy Windows operating systems and leverage Remote Desktop Protocol (RDP) exploits. Microsoft released an emergency patch for its older operating systems, including Windows 7, after an information security researcher discovered an RDP vulnerability in May 2019. Since the end of July 2019, malicious RDP activity has increased with the development of a working commercial exploit for the vulnerability. Cyber actors often use misconfigured or improperly secured RDP access controls to conduct cyberattacks. The xDedic Marketplace, taken down by law enforcement in 2019, flourished by compromising RDP vulnerabilities around the world.

Mitigations

General Recommendations

The following cyber hygiene measures may help protect against the aforementioned scheme:

TLP:WHITE

- Update to the latest version of the operating system (e.g., Windows 10).
- Use multiple-factor authentication.
- Use strong passwords to protect Remote Desktop Protocol (RDP) credentials.
- Ensure anti-virus, spam filters, and firewalls are up to date, properly configured, and secure.
- Audit network configurations and isolate computer systems that cannot be updated.
- Audit your network for systems using RDP, closing unused RDP ports, applying multiple-factor authentication wherever possible, and logging RDP login attempts.
- Audit logs for all remote connection protocols.
- Train users to identify and report attempts at social engineering.
- Identify and suspend access of users exhibiting unusual activity.

Water and Wastewater Systems Security Recommendations

The following physical security measures serve as additional protective measures:

- Install independent cyber-physical safety systems. These are systems that physically prevent dangerous conditions from occurring if the control system is compromised by a threat actor.
- Examples of cyber-physical safety system controls include:
 - Size of the chemical pump
 - Size of the chemical reservoir
 - Gearing on valves
 - Pressure switches, etc.

The benefit of these types of controls in the water sector is that smaller systems, with limited cybersecurity capability, can assess their system from a worst-case scenario. The operators can take physical steps to limit the damage. If, for example, cyber actors gain control of a sodium hydroxide pump, they will be unable to raise the pH to dangerous levels.

Remote Control Software Recommendations

For a more secured implementation of TeamViewer software:

- Do not use unattended access features, such as “Start TeamViewer with Windows” and “Grant easy access.”
- Configure TeamViewer service to “manual start,” so that the application and associated background services are stopped when not in use.
- Set random passwords to generate 10-character alphanumeric passwords.
- If using personal passwords, utilize complex rotating passwords of varying lengths. Note: TeamViewer allows users to change connection passwords for each new session. If an end user chooses this option, never save connection passwords as an option as they can be leveraged for persistence.
- When configuring access control for a host, utilize custom settings to tier the access a remote party may attempt to acquire.

TLP:WHITE

- Require remote party to receive confirmation from the host to gain any access other than “view only.” Doing so will ensure that, if an unauthorized party is able to connect via TeamViewer, they will only see a locked screen and will not have keyboard control.
- Utilize the ‘Block and Allow’ list which enables a user to control which other organizational users of TeamViewer may request access to the system. This list can also be used to block users suspected of unauthorized access.

Contact Information

To report suspicious or criminal activity related to information found in this Joint Cybersecurity Advisory, contact your local FBI field office at www.fbi.gov/contact-us/field, or the FBI’s 24/7 Cyber Watch (CyWatch) at (855) 292-3937 or by e-mail at CyWatch@fbi.gov or your local WMD Coordinator. When available, please include the following information regarding the incident: date, time, and location of the incident; type of activity; number of people affected; type of equipment used for the activity; the name of the submitting company or organization; and a designated point of contact.

To request incident response resources or technical assistance related to these threats, contact CISA at Central@cisa.dhs.gov.

Revisions

February 11, 2021: Initial Version

February 12, 2021: Update to PDF File

This product is provided subject to this Notification and this Privacy & Use policy.

	Prior Year July 1 - Feb 29	FY 19-20 Budget	FY 19-20 Budget	Current Year July 1 - Feb 28	FY 20-21 Budget	FY 20-21 Budget	Variance Explanation
REVENUES							
Residential	452,631	586,000	77%	472,016	625,000	76%	
Commercial	134,185	165,000	81%	120,895	150,000	81%	
Subtotal Operating Revenue	586,816	751,000	78%	592,911	775,000	77%	Revenue Target - 75%
EXPENSES							
Salaries & Benefits	243,237	360,225	68%	247,518	374,414	66%	
Director Expenses	1369	2,000	68%	800	2,000	40%	
Operator Training & Certs	0	1,500	0%	325	1,500	22%	
Gas, Diesel, Oil & Filters	2,626	3,000	88%	1681	3,500	48%	
Insurance	14,864	23,000	65%	10,689	16,000	67%	
Memberships & Conferences	6,158	7,000	88%	4,933	4,600	107%	
Office Expenses & Supplies	6,444	10,000	64%	5,608	10,000	56%	
Field Expenses & Supplies	20,665	20,000	103%	12,736	25,000	51%	
Grooming, Snow Removal & Vehicle Storage	1,191	3,500	34%	1182	3,500	34%	
Engineering & Consulting	315	5,000	6%	0	5,000	0%	
Legal & Accounting	14,790	10,000	148%	780	10,000	8%	Audit Delayed
Equipment Rental	226	600	38%	402	800	50%	
Repairs & Maintenance	68,073	60,000	113%	41,384	60,000	69%	
Laboratory Fees	9,095	15,000	61%	9,306	15,000	62%	
Regulatory Reporting & Compliance Projects	6,330	6,700	94%	3,395	7,000	49%	
Taxes, Fees, Licenses & Assessments	40,206	39,000	103%	30,575	45,000	68%	
Utilities	46,839	60,000	78%	40,042	60,000	67%	
Subtotal Operating Expenses	482,429	626,525	77%	411,354	643,314	64%	Expense Target - 65%
Net Operational Income	104,387	124,475	84%	181,557	131,686	138%	
OTHER REVENUE							
Interest Income - LAIF	3,748	7,000	54%	1,205	6,000	20%	RR 2.29 % > 0.63%
Late Fee, Penalties and Interest	5,709	7,000	82%	1,883	2,000	94%	
Expense Reimbursements - USFS Campground	3,538	3,538	100%	13,726	8,375	164%	USFS Paid Conc EXP
Expense Reimbursements - Concessionnaire	2,740	5,887	47%	3,991	9,665	41%	
Misc Other Income	491	0		2,900	0	UBD	
Subtotal Other Revenue	16,226	23,425	69%	23,705	26,040	91%	
OTHER EXPENSES							
Loan Interest	10,671	15,680	68%	9,586	12,318	78%	
Depreciation	73,346	114,223	64%	77,749	106,825	73%	
Misc Expense	399	0	UBD	30	0	UBD	
Subtotal Other Expenses	84,416	129,903	65%	87,365	119,143	73%	
Net Other Income	(68,189)	(106,478)	64%	(63,660)	(93,103)	68%	
NET INCOME	36,198	17,997	201%	117,897	38,583	306%	
NON CASH EXPENDITURES (included in net							
Depreciation	73,346	114,223	48%	77,749	106,825	73%	
Subtotal Non-Cash Expenses	73,346	114,223	48%	77,749	106,825	73%	
CASH EXPENDITURES (Not Included in net							
Capital Improvements / Replacements	(177,159)	(189,053)	94%	(18,978)	(22,000)	86%	On Target
Loan Payments - Principal	(26,888)	(40,657)	66%	(27,972)	(44,019)	64%	
Subtotal Addl Cash Expenses	(197,290)	(229,710)	86%	(46,950)	(66,019)	71%	
NET CASH FLOW	-87,746	-97,490	90%	148,695	79,389	187%	

BVWD
Balance Sheet Prev Year Comparison
As of February 28, 2021

	Feb 28, 21	Feb 29, 20	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
11015 · F&M Bank	491,686.59	357,904.46	133,782.13	37.38%
11018 · LAIF	319,032.67	315,112.62	3,920.05	1.24%
11020 · Petty Cash	50.00	50.00		
11025 · Capital Facilities Fund	21,656.00	21,656.00		
Total Checking/Savings	832,425.26	694,723.08	137,702.18	19.82%
Accounts Receivable				
11050 · Accounts Receivable	-18,802.65	-23,039.25	4,236.60	18.39%
Total Accounts Receivable	-18,802.65	-23,039.25	4,236.60	18.39%
Other Current Assets				
11055 · Accounts Receivable-Tax Roll	9,488.41	10,876.97	-1,388.56	-12.77%
11140 · Prepaid Insurance	1,689.20	1,182.61	506.59	42.84%
11170 · Prepaid Dam Fees	13,548.00		13,548.00	100.0%
11499 · Undeposited Funds	-7,570.00		-7,570.00	-100.0%
Total Other Current Assets	17,155.61	12,059.58	5,096.03	42.26%
Total Current Assets	830,778.22	683,743.41	147,034.81	21.5%
Fixed Assets				
12010 · Land	25,805.16	25,805.16		
12020 · SbSrfLine	1,196,893.29	1,196,893.29		
12040 · Col Facilities	485,584.50	485,584.50		
12041 · LA Facilities	166,428.79	166,428.79		
12050 · TRT Facilities	1,352,893.09	1,127,133.14	225,759.95	20.03%
12060 · DSP Facilities	1,264,402.01	1,244,788.01	19,614.00	1.58%
12080 · P & A (Plant & Admin)Facilities	482,118.91	482,118.91		
12100 · Accumulated Depreciation	-2,869,270.64	-2,748,246.00	-121,024.64	-4.4%
14030 · Work in Progress				
14030.0 · W.I.P. - GIS Consulting Support	6,222.05	4,722.05	1,500.00	31.77%
14030.6 · Treatment Pond Dock		4,664.11	-4,664.11	-100.0%
16530 · Hydro Jetter	11,463.45		11,463.45	100.0%
16545 · Transfer Flow Meter	5,943.27		5,943.27	100.0%
16550 · Inundation Mapping Project		15,691.20	-15,691.20	-100.0%
16560 · Treatment Pond Improvement Proj		221,095.84	-221,095.84	-100.0%
16565 · FY20/21 - NPDES PERMIT (5 YR.)	29,702.00		29,702.00	100.0%
16570 · Reservoir Outlet & Gate Valve	3,763.55		3,763.55	100.0%
16580 · SGIP-Solar Backup Battery&Cover	625.00		625.00	100.0%
Total 14030 · Work in Progress	57,719.32	246,173.20	-188,453.88	-76.55%
Total Fixed Assets	2,162,574.43	2,226,679.00	-64,104.57	-2.88%
TOTAL ASSETS	2,993,352.65	2,910,422.41	82,930.24	2.85%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
21021 · Accounts Payable	8,667.87	4,255.09	4,412.78	103.71%

BVWD
Balance Sheet Prev Year Comparison
As of February 28, 2021

	Feb 28, 21	Feb 29, 20	\$ Change	% Change
Total Accounts Payable	8,667.87	4,255.09	4,412.78	103.71%
Other Current Liabilities				
21040 · Prepaid Revenue	232.97		232.97	100.0%
21090 · Payroll Liabilities	18,161.85	17,013.14	1,148.71	6.75%
2110 · Direct Deposit Liabilities	-8.18	-8.18		
22021 · Accrued Vacation	22,026.92	11,574.20	10,452.72	90.31%
Total Other Current Liabilities	40,413.56	28,579.16	11,834.40	41.41%
Total Current Liabilities	49,081.43	32,834.25	16,247.18	49.48%
Long Term Liabilities				
26025 · F&M Bank Loan	347,808.10	389,555.86	-41,747.76	-10.72%
Total Long Term Liabilities	347,808.10	389,555.86	-41,747.76	-10.72%
Total Liabilities	396,889.53	422,390.11	-25,500.58	-6.04%
Equity				
29000 · Retained Earnings	1,881,909.83	1,855,178.28	26,731.55	1.44%
29100 · O & M Emergency Reserve Fund	150,000.00	150,000.00		
29200 · CIP Reserve Fund	425,000.00	425,000.00		
29300 · Capacity Fee Reserve Fund	21,656.00	21,656.00		
Net Income	117,897.29	36,198.02	81,699.27	225.7%
Total Equity	2,596,463.12	2,488,032.30	108,430.82	4.36%
TOTAL LIABILITIES & EQUITY	2,993,352.65	2,910,422.41	82,930.24	2.85%

BVWD
A/P Aging Summary
As of January 31, 2021

Prepays January 2021	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
A.T.&T.	168.72					168.72	Telephone for Lake Alpine Boat Ramp
A.T.&T.	58.85					58.85	U-Verse for Main Office
A.T.&T.	217.06					217.06	Telephone for Main Office
Card Services	971.69					971.69	Office Supplies, Field Supplies, Telephone
E.D.D.	103.08					103.08	State Payroll Taxes
E.D.D.	695.10					695.10	State Payroll Taxes
E.D.D.	119.82					119.82	State Payroll Taxes
E.D.D.	690.03					690.03	State Payroll Taxes
F & M Bank	4,694.80					4,694.80	Principal & Interest on Loan Payment
I.R.S.	2,148.92					2,148.92	Federal Payroll Taxes
I.R.S.	2,138.28					2,138.28	Federal Payroll Taxes
Lake Alpine Water Co.	165.88					165.88	Water for Main Office
P.G.&E.	1,782.27					1,782.27	Electricity
SDRMA	2,053.82					2,053.82	Health Benefits for Employees
SDRMA	685.53					685.53	Dental, Vision, LTD, Life Insurance for Employees
USPS	275.00					275.00	Postage for January 2021 A/R Invoices
Vantage Transfer	873.11					873.11	457 Plan Retirement for Employees
Vantage Transfer	250.63					250.63	401 Plan Retirement for Employees
Vantage Transfer	871.39					871.39	457 Plan Retirement for Employees
Vantage Transfer	249.52					249.52	401 Plan Retirement for Employees
TOTAL	19,213.50					19,213.50	

Accounts Payables January 2021	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
Alpha Analytical Laboratories Inc.		535.00	124.00			659.00	Lab Analysis
Alpine County Public Works		1,407.79				1,407.79	Regular and Diesel Fuel
Arnold Auto Supply Inc.		106.10				106.10	Auto Parts
Bill Gillespie		160.00				160.00	Netgear Cable
California Assoc. of Mutual Water Co.		250.00				250.00	Membership for Steven Mikesell
Clay Eastman Snow Removal		472.94				472.94	Snow Removal
Columbia Communications Inc.		39.00				39.00	Pager for Field Staff

BVWD
A/P Aging Summary
As of January 31, 2021

Accounts Payables January 2021	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
EBBETTS PASS GAS CO. Inc.		2,359.85				2,359.85	Propane
Ebbetts Pass Lumber Co. Inc.		120.43				120.43	Field Supplies
Hach		221.43				221.43	Lab Supplies
McCrometer, Inc.		297.00				297.00	Field Supplies
TOTAL		5,969.54	124.00			6,093.54	

BVWD
A/P Aging Summary
As of February 28, 2021

Prepays for February 2021	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
Alpine County Recorder's Office	30.00					30.00	Fees to Release Liens
A.T.&T.	58.85					58.85	U-Verse for Main Office
A.T.&T.	168.77					168.77	Telephone for Lake Alpine Boat Ramp
A.T.&T.	217.46					217.46	Telephone for Main Office
Card Services	595.40					595.40	Office Supplies, Field Supplies, Telephone
Charles & Ivonne Felix	289.05					289.05	A/R Refund
E.D.D.	110.92					110.92	State Payroll Taxes
E.D.D.	434.67					434.67	State Payroll Taxes
E.D.D.	102.23					102.23	State Payroll Taxes
E.D.D.	156.67					156.67	State Payroll Taxes
F & M Bank	4,694.80					4,694.80	Principal & Interest on Loan Payment
I.R.S.	2,321.08					2,321.08	Federal Payroll Taxes
I.R.S.	2,128.96					2,128.96	Federal Payroll Taxes
Lake Alpine Water Company	165.07					165.07	Water for Main Office
Mike Smith Engineering, Inc.	625.00					625.00	Deposit for Tesla Battery Roof Cover Proj
P.G.&E.	1,940.15					1,940.15	Electricity
SDRMA	2,053.82					2,053.82	Health Benefits for Employees
SDRMA	685.53					685.53	Dental, Vision, LTD, Life Insurance
Terry Woodrow	30.00					30.00	Notary Fees for Release of Liens
Vantage Transfer	928.87					928.87	457 Plan Retirement for Employees
Vantage Transfer	268.68					268.68	401 Plan Retirement for Employees
Vantage Transfer	870.34					870.34	457 Plan Retirement for Employees
Vantage Transfer	248.47					248.47	401 Plan Retirement for Employees
TOTAL	19,094.79					19,094.79	

Payables for February 2021	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
Alpha Analytical Laboratories Inc.		670.00				670.00	Lab Analysis
Alpine County Public Works		272.80				272.80	Regular & Diesel Fuel
Clay Eastman Snow Removal		315.29				315.29	Snow Removal
EBBETTS PASS GAS CO. Inc.		569.78				569.78	Propane

BVWD
A/P Aging Summary
As of February 28, 2021

Payables for February 2021	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL	Description
Hach		1,303.09				1,303.09	Field Supplies
ICMA Retirement Corporation		161.91				161.91	Administrative Fees
Stantec Consulting Services Inc.		2,847.00				2,847.00	NPDES Permit FY2020-2021
Weber Ghio and Associates, Inc		2,528.00				2,528.00	Outlet Control Gate, Prep. Of Conceptual Sketches
TOTAL		8,667.87				8,667.87	

BVWD
A/R Aging Summary
As of April 15, 2021

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
CM091				257.43	264.36	521.79
BV082		289.05			278.10	567.15
CS082-Terrill		289.05			289.05	578.10
CS112		289.05	28.91		317.02	634.98
SM309		289.05			377.95	667.00
BV335		289.05	28.91		437.01	754.97
BV373		289.05			517.30	806.35
CS006		289.05	28.91		607.01	924.97
OS416		347.96	28.91		607.01	983.88
BV175		289.05	28.91		666.67	984.63
LA023		289.05	28.91		693.74	1,011.70
CS036		289.05	28.91		702.90	1,020.86
BV179		289.05	28.91		882.05	1,200.01
CS116		289.05	28.91		924.97	1,242.93
CO001				1,264.56	0.06	1,264.62
CM190			2,420.12		-0.02	2,420.10
TOTAL	<u>-311.90</u>	<u>133,039.50</u>	<u>2,419.37</u>	<u>2,048.57</u>	<u>-42,699.25</u>	<u>94,496.29</u>
TOTAL CREDITS	<u>-311.90</u>	<u>0</u>	<u>-987.34</u>	<u>-1,605.34</u>	<u>-51,308.35</u>	<u>-54,212.93</u>
TOTAL DEBITS	<u>0</u>	<u>133,039.50</u>	<u>3,406.71</u>	<u>3653.91</u>	<u>8609.1</u>	<u>148,709.22</u>
TOTAL	<u>-311.90</u>	<u>133,039.50</u>	<u>2,419.37</u>	<u>2,048.57</u>	<u>-42,699.25</u>	<u>94,496.29</u>

BVWD
A/R Aging Summary
As of April 15, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
TOTAL	<u>0</u>	<u>126,794.36</u>	<u>-69.88</u>	<u>-4,411.09</u>	<u>-38,094.33</u>	<u>84,219.06</u>
TOTAL CREDITS	<u>0</u>	<u>-309</u>	<u>-1175.07</u>	<u>-4,668.52</u>	<u>-50,261.81</u>	<u>-\$56,414.40</u>
TOTAL DEBITS	<u>0</u>	<u>127,103.36</u>	<u>1105.19</u>	<u>257.43</u>	<u>12,167.48</u>	<u>140,633.46</u>
TOTAL	<u>0</u>	<u>\$126,794.36</u>	<u>-69.88</u>	<u>-4,411.09</u>	<u>-38,094.33</u>	<u>\$84,219.06</u>

**BEAR VALLEY
WATER DISTRICT**

**REPORT ON ACCOUNTING CONTROLS
AND PROCEDURES**

June 30, 2020

ROBERT W. JOHNSON
Certified Public Accountant



Robert W. Johnson
an accountancy corporation

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March 10, 2021

To the Board of Directors
Bear Valley Water District
Bear Valley, California

We have audited the financial statements of Bear Valley Water District as of and for the year ended June 30, 2020. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the State Controller's Minimum Audit Requirements for California Special Districts.

In planning and performing our audit of the financial statements of Bear Valley Water District as of and for the year ended June 30, 2020, in accordance with auditing standards generally accepted in the United States of America, we considered Bear Valley Water District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the effectiveness of the District's internal controls. Accordingly, we do not express an opinion on the effectiveness of the District's internal controls.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the second paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We have enclosed other recommendations for your consideration.

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

Sincerely,

Robert W. Johnson, An Accountancy Corporation

Robert W. Johnson, An Accountancy Corporation

1. Comparison of Operating Results:

	<u>6/30/2020</u>	<u>6/30/2019</u>	Favorable (Unfavorable)
Operating revenue	\$ 789,033	\$ 796,541	\$ (7,508)
Operating expenses	<u>760,684</u>	<u>689,355</u>	(<u>71,329</u>)
Operating income (loss)	28,349	107,186	(78,837)
Non-operating income	14,068	16,707	(2,639)
Non-operating expense	(<u>15,685</u>)	(<u>17,199</u>)	<u>1,514</u>
Income/loss before contributions	26,732	106,694	(79,962)
Contributions	<u>-</u>	<u>-</u>	<u>-</u>
Net income (loss)	\$ <u>26,732</u>	\$ <u>106,694</u>	\$ (<u>79,962</u>)
Cash	\$ <u>681,764</u>	\$ <u>768,701</u>	\$ (<u>86,937</u>)

Observations:

- Wastewater commercial service charge revenue decreased (as compared to the prior year) by \$27,500. We understand that this was due, in part, to the decommission of a lift station at Chickaree Campgrounds.
- Operating expenses increased by 10% over the prior fiscal year. This was partly caused by a \$36,700 increase in payroll expenses.
- Cash position declined by \$79,962. The District spent cash of \$268,000 in 2019-20 fiscal year including \$221,000 on the now-completed Treatment Pond Improvement Project.

2. Prior Year Recommendations:

(a) Credit Card Policy/Electronic Payments Policy:

Recommendation:

We recommended that the Board establish a credit card policy providing guidelines for use of the District credit card.

Follow-up:

On October 21, 2019 the Board passed Resolution No. 499 adopting a credit card policy. The policy requires that a copy of the credit card statement be included in each board packet for review at each board meeting.

(b) Procedures Manual:

Recommendation:

We recommended that the District's accounting and administrative procedures be expanded and formalized into an electronic format capable of continuous update.

Follow-up:

This project is still underway. We encourage the District to continue documenting the inner workings of both its accounting and administrative processes. This will help perpetuate the high quality work performance of current staff.

**BEAR VALLEY
WATER DISTRICT**

**FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT
for the year ended June 30, 2020**

ROBERT W. JOHNSON
Certified Public Accountant

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Robert W. Johnson
an accountancy corporation

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Bear Valley Water District
Bear Valley, California

Report on the Financial Statements

We have audited the accompanying financial statements of Bear Valley Water District, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the State Controller's Minimum Audit Requirements for California Special Districts. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bear Valley Water District as of June 30, 2020, and the results of its operations, and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America, as well as the accounting systems prescribed by the State Controller's Office and State Regulations governing Special Districts.

Other-Matters

Required Supplementary Information

Management has omitted the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing 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. Our opinion on the basic financial statements is not affected by the missing information.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental information listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

Robert W. Johnson, An Accountancy Corporation

Citrus Heights, California
March 10, 2021

BEAR VALLEY WATER DISTRICT
STATEMENT OF NET POSITION
June 30, 2020

ASSETS

Current assets:

Cash and cash equivalents (Note 3)	\$ 660,108
Accounts receivable	51,500
Prepaid expenses	<u>21,994</u>
Total current assets	733,602

Capital assets, at cost (Notes 4 and 5):	\$ 4,997,230	
Less accumulated depreciation	<u>2,791,522</u>	
	2,205,708	
Work in progress	<u>10,665</u>	2,216,373
Restricted cash (Note 3)		<u>21,656</u>
		<u>\$2,971,631</u>

See notes to financial statements

LIABILITIES AND NET POSITION

Current liabilities:

Current portion of long-term debt (Note 5)	\$ 42,326
Prepaid revenue	68,640
Accounts payable	13,084
Accrued liabilities	18,516
Compensated absences	<u>17,044</u>

Total current liabilities	159,610
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Long-term debt, net of current portion (Note 5)	<u>333,455</u>
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Total liabilities	493,065
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Net position (Note 9):

Net investment in capital assets	\$1,840,592	
Restricted	21,656	
Unrestricted	<u>616,318</u>	
		<u>2,478,566</u>

	<u>\$2,971,631</u>
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BEAR VALLEY WATER DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
for the year ended June 30, 2020

Operating revenues:

Service charges	\$ 788,747
Other	<u>286</u>

Total operating revenues	789,033
--------------------------	---------

Operating expenses:

Collection	\$ 122,525
Treatment and disposal	217,172
Administrative and general	304,365
Depreciation	<u>116,622</u>

Total operating expenses	<u>760,684</u>
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Operating income	28,349
------------------	--------

Non-operating revenues (expenses):

Interest income (LAIF)	6,502	
Penalties and interest	7,295	
Other revenue	271	
Lien fees	(10)	
Interest expense	<u>(15,675)</u>	
		<u>(1,617)</u>

Income before contributions	26,732
-----------------------------	--------

Capital contributions	<u>-</u>
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Change in net position	26,732
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Total net position:

Beginning	<u>2,451,834</u>
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Ending	<u>\$2,478,566</u>
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See notes to financial statements

BEAR VALLEY WATER DISTRICT
STATEMENT OF CASH FLOWS
for the year ended June 30, 2020

Cash flows from operating activities		
Receipts from customers		\$ 793,723
Payments to suppliers		(358,558)
Payments to employees		<u>(263,736)</u>
Net cash provided by operating activities		171,429
 Cash flows from noncapital financing activities:		
Nonoperating income	\$ 7,567	
Other nonoperating expenses	<u>(10)</u>	
		7,557
 Cash flows from capital and related financing activities:		
Purchase of capital assets		
including work in progress	(216,088)	
Principal paid on capital debt	(40,662)	
Interest paid on capital debt	<u>(15,675)</u>	
		(272,425)
 Cash flows from investing activities:		
Interest income		<u>6,502</u>
 Net decrease in cash and cash equivalents		(86,937)
 Cash and cash equivalents:		
Beginning of year		<u>768,701</u>
End of year		\$ <u><u>681,764</u></u>
 Reconciliation of cash and cash equivalents to statement of net position:		
Cash and cash equivalents		\$ 660,108
Restricted – cash and cash equivalents		<u>21,656</u>
		\$ <u><u>681,764</u></u>

See notes to financial statements

BEAR VALLEY WATER DISTRICT
STATEMENT OF CASH FLOWS, continued
for the year ended June 30, 2020

Reconciliation of operating income to net cash provided by operating activities:		
Operating income		\$ 28,349
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation expense	\$ 116,622	
Changes in operating assets and liabilities:		
Receivables	4,690	
Prepaid expenses	2,330	
Accounts payable and accrued charges	21,579	
Prepaid revenue	(2,141)	
		<u>143,080</u>
Net cash provided by operating activities		\$ <u>171,429</u>
Supplementary information:		
Cash paid for interest		\$ <u>15,675</u>

See notes to financial statements

BEAR VALLEY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS
for the year ended June 30, 2020

1. Organization:

Bear Valley Water District (the “District”) was formed in 1968 and provides sewer service to residents of the District. The District is governed by a Board of Directors which is elected by the landowners of the District.

2. Summary of Significant Accounting Policies:

The basic financial statements of Bear Valley Water District have been prepared in conformity with generally accepted accounting principles as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the District’s accounting policies are described below.

Fund Accounting

The District is an enterprise fund. All operations are accounted for as an enterprise fund.

Enterprise Fund – The enterprise fund is used to account for sewer operations that are financed and operated in a manner similar to private business enterprises. The intent of the District is that the costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges.

Basis of Accounting

The basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The District’s books and accounts are based upon the Uniform System of Accounts for Public Utilities as prescribed by the Division of Local Government Fiscal Affairs of the State of California. The records are maintained and the accompanying financial statements are presented on the accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

BEAR VALLEY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
for the year ended June 30, 2020

2. Summary of Significant Accounting Policies, continued:

Basis of Accounting, continued

Operating revenues and expenses, such as sewer sales along with sewer expenses, result from exchange transactions associated with the principal activity of the District. Exchange transactions are those in which each part receives and gives up essentially equal values. Management, administration and depreciation expenses are also considered operating expenses. Other revenues and expenses not included in the above categories are reported as non-operating revenues and expenses. Non-operating revenues and expenses, such as grant funding, investment income and interest expense, result from non-exchange transactions, in which, the District gives (receives) value without directly receiving (giving) value in exchange.

Depreciation

Utility plant and equipment is recorded on the basis of purchase cost. Assets acquired by contribution are recorded at estimated cost or fair market value at the time of acquisition.

Depreciation is calculated by the straight-line method over the estimated useful lives of the respective assets.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the District considers all highly liquid debt instruments purchased with an initial maturity of three months or less to be cash equivalents, including restricted assets. Cash in banks and deposits in the State of California Local Agency Investment Fund (LAIF) are considered to be cash and cash equivalents.

Compensated Absences

Vested or accumulated vacation that is expected to be liquidated with expendable available financial resources is reported as a current liability. Sick pay is not vested.

BEAR VALLEY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
for the year ended June 30, 2020

2. Summary of Significant Accounting Policies, continued:

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Budget and Budgetary Accounting

The Board of Directors annually adopts an operating budget. The operating budget is prepared on the accrual basis to match the operating statements.

Investments

Investments consist of funds deposited in the Local Agency Investment Fund (LAIF) which is a Pooled Money Investment Account held with the State of California. Investments are stated at fair value. Such investment is within the State statutes and the District's investment policy.

Net Position

Net position is classified in the following categories:

Net Investment in capital assets – groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of these assets reduce this category.

Restricted – presents external restrictions imposed by creditors, grantors, contributors or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted – represents the net position of the District, which are not restricted or invested in capital assets net of related debt.

BEAR VALLEY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
for the year ended June 30, 2020

3. Cash and Cash Equivalents:

Cash and investments consist of the following at June 30, 2020:

Unrestricted	\$ 660,108
Restricted	<u>21,656</u>
Total cash and investments	<u>\$ 681,764</u>

Deposits:

At year-end the carrying amount of the District's deposits was \$363,910 and the bank balance was \$379,044. The bank balance was covered by Federal depository insurance and by collateral as required by State Law (Government Code Section 53630), by the pledging financial institution with assets held in a common pool for the District and other agencies, but not in the name of the District.

	Balance June 30, <u>2020</u>
Petty cash	\$ 50
Cash in bank – checking (operating account)	342,204
Cash in bank – checking (capacity fees)	<u>21,656</u>
Total deposits	<u>\$ 363,910</u>

BEAR VALLEY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
for the year ended June 30, 2020

3. Cash and Cash Equivalents, continued:

Investments:

California statutes authorize the District to invest in a variety of credit instruments as provided for in the California Government Code Section 53600, Chapter 4 – Financial Affairs. The Government Code allows investments in obligations of the U.S. Treasury, agencies, and instrumentalities, commercial paper rated A-1 by Standard & Poor's or P-1 by Moody's Commercial Paper Record, bankers' acceptances, repurchase agreements, medium-term corporate notes, mutual funds and the State Treasurer's Local Agency Investment Fund (LAIF). The investments at June 30, 2020 consist of:

	<u>Carrying Amount</u>	<u>Maturity - 12 Months or Less</u>
Balance, June 30, 2020		
Local Agency Investment Fund	\$ <u>317,854</u>	\$ <u>317,854</u>

Pursuant to Government Accounting Standards Board Statement 3, the investment in LAIF is not classified in categories of credit risk. The District's funds in LAIF are invested in a diversified portfolio (of underlying investments e.g. U.S. Treasury obligations) such that it considers the risk of material loss to be minimal. The funds held in LAIF can be withdrawn on demand. The investment in LAIF is reported at fair value.

Restricted Cash and Investments:

The District sets aside funds from receipt of connection fees pursuant to legal restrictions. At June 30, 2020, the District had set aside the following in cash for special purposes:

	<u>Balance June 30, 2020</u>
Capacity fees	\$ <u>21,656</u>

BEAR VALLEY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
for the year ended June 30, 2020

4. Capital Assets:

Changes in capital assets for the year ended June 30, 2020 are as follows:

	Balance, <u>July 1, 2019</u>	<u>Additions</u>	<u>Transfers</u>	Balance, <u>June 30, 2020</u>
Land	\$ 25,805	\$ -	\$ -	\$ 25,805
Subsurface lines	1,196,893	-	-	1,196,893
Sewage collection	652,014	-	-	652,014
Sewage treatment	1,127,133	-	225,760	1,352,893
Sewage disposal	1,244,788	-	42,718	1,287,506
General plant	<u>482,119</u>	<u>-</u>	<u>-</u>	<u>482,119</u>
	4,728,752	-	268,478	4,997,230
 Add, work in progress	 <u>63,055</u>	 <u>216,088</u>	 <u>268,478</u>	 <u>10,665</u>
	<u>\$4,791,807</u>	<u>\$ 216,088</u>	<u>\$ -</u>	<u>\$5,007,895</u>

5. Long-Term Debt:

In 2013 the District refinanced a \$617,572 note payable to a bank to a fifteen year term loan. The District incurred an \$18,000 prepayment penalty and a \$3,250 loan fee to refinance. After the refinance, the new loan balance was \$636,373. Payments of \$4,695 including interest of 3.88% are payable monthly through March 2028. The bank loan is collateralized by the District's accounts receivable, contract rights and general intangibles.

BEAR VALLEY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
for the year ended June 30, 2020

5. Long-Term Debt, continued:

The following is a summary of the long-term debt activities for the year ended June 30, 2020:

	<u>2019</u>	<u>New Debt Issued</u>	<u>Debt Retired</u>	<u>2020</u>	<u>Current Portion</u>
Bank loan	\$ <u>416,443</u>	\$ <u>-</u>	\$ <u>40,662</u>	\$ <u>375,781</u>	\$ <u>42,326</u>

Long-term debt matures as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Payment</u>
2021	\$ 42,326	\$ 14,012	\$ 56,338
2022	44,019	12,319	56,338
2023	45,780	10,558	56,338
2024	47,589	8,749	56,338
2025	49,515	6,823	56,338
2026-2028	<u>146,552</u>	<u>8,308</u>	<u>154,860</u>
	\$ <u>375,781</u>	\$ <u>60,769</u>	\$ <u>436,550</u>

6. Risk of Loss:

Bear Valley Water District is exposed to various risks of loss related to theft of, damage to, and destruction of assets; and injuries to employees. During the 2020 fiscal year, the District purchased certain commercial insurance coverages to provide for these risks.

BEAR VALLEY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
for the year ended June 30, 2020

7. Retirement Plans:

In January 2018, the District implemented an enhanced defined contribution program comprised of both a Section 401(a) qualified retirement plan and a Section 457(b) eligible deferred compensation plan for state and local governments for the benefit of its employees. These plans replace the former Simple IRA plan that limited employer contribution rates. To be eligible for the plan, employees must be employed by the District for one year. The Section 401(a) plan provides for an employer defined contribution of 3% of the employee's gross wages to the retirement plan. The Section 457(b) plan provides for a match of up to an additional 3% of the employee's gross wages if the employee makes a contribution on his/her behalf. At June 30, 2020, the District's portion of these two plans was \$15,196.

8. Subsequent Events:

Management has evaluated subsequent events through March 10, 2021, the date these June 30, 2020 financial statements were available to be issued.

9. Net Position:

Investment in capital assets		\$1,840,592
Restricted:		
Capacity fees		21,656
Unrestricted:		
Board designated:		
O&M Emergency reserve	\$ 150,000	
Capital improvement replacement reserve	<u>425,000</u>	
	575,000	
Undesignated	<u>41,318</u>	<u>616,318</u>
		<u>\$2,478,566</u>

BEAR VALLEY WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS, continued
for the year ended June 30, 2020

10. COVID-19:

In March 2020, the World Health Organization declared a global health pandemic of the Coronavirus Disease COVID-19. The District is committed to maintaining essential services to the community of Bear Valley. To date the adverse effect on the District's financial position is unknown. There is potential for much less commercial usage as Lake Alpine Resort, USFS Lake Alpine Campground, USFS Campground Concessionaire, Bear Valley Adventure Company, Bear Valley Lodge (restaurants, Creekside Dining, the pizza company, and the pub and bistro, as well as all lodging) were closed from March 19 forward. Bear Valley Ski Resort also closed on March 19, 2020.

Currently, the Bear Valley Adventure Company is using (5) porta potties versus the indoor bathroom at the shop and at the warming hut.

Bear Valley Vacation Rentals closed all vacation rentals from March 19 until just recently.

Potentially, the residential income may be elevated due to the fact that a lot of second home owners came up to the mountain to shelter in place. Also, many young city dwellers moved to the mountain and purchased homes and condos to be able to have their children go to school in Bear Valley or because their children were schooling remotely, they were now able to leave the city and move to the mountains.

SUPPLEMENTAL DATA

BEAR VALLEY WATER DISTRICT
PRINCIPAL OFFICIALS
for the year ended June 30, 2020

BOARD OF DIRECTORS
as of March 1, 2021

James Bissell	President
Gunnar Thordarson	Vice President
John Boyle	Treasurer
Ken Brown	Director
Diane Lundquist	Director

OPERATIONS

Jeffrey Gouveia	General Manager
Judi Silber	Office Manager/Board Secretary
Guy West	Chief Plant Operator
Steve Mikesell	Operator Grade II
Robin Murphy	Operator Grade 1

BEAR VALLEY WATER DISTRICT
OPERATING EXPENSES
for the year ended June 30, 2020

Collection:

Salaries, wages and employee benefits	\$ 53,136	
Repairs and maintenance	40,150	
Utilities	8,284	
Propane	1,689	
Telephone	1,117	
Insurance	8,673	
Gasoline and oil	959	
Supplies	8,404	
Rentals	<u>113</u>	
		\$122,525

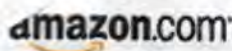
Treatment and disposal:

Salaries, wages and employee benefits	113,540	
Insurance	6,600	
Utilities	37,495	
Propane	232	
Telephone	94	
Repairs and maintenance	26,429	
Supplies	17,704	
Monitoring and reporting	12,727	
Gasoline and oil	2,238	
Rentals	<u>113</u>	
		217,172

BEAR VALLEY WATER DISTRICT
OPERATING EXPENSES, continued
for the year ended June 30, 2020

Administrative and general:

Salaries, wages and employee benefits	\$194,452	
Legal and audit	15,515	
Directors fees and expenses	1,869	
Insurance	3,968	
Utilities	6,064	
Propane	2,491	
Telephone	6,049	
Repairs and maintenance	8,673	
Office	10,068	
Memberships	6,350	
Taxes and assessments	39,870	
Licenses & fees	568	
Regulatory reporting	6,330	
Other	429	
Vehicle storage	990	
Engineering	315	
Continuing education	<u>364</u>	
		\$304,365
Depreciation		<u>116,622</u>
		<u>\$760,684</u>

**Final Details for Order #111-6754810-6365857**[Print this page for your records.](#)**Order Placed:** December 22, 2020**Amazon.com order number:** 111-6754810-6365857**Order Total: \$195.11****Shipped on December 23, 2020****Items Ordered****Price**

2 of: *DYMO Authentic Standard D1 Labeling Tape for LabelManager Label Makers, Black print on White tape, 3/4" W x 23' L, 1 cartridge (45803)*

\$7.79

Sold by: Amazon.com Services LLC

Condition: New

1 of: *Brother Genuine High Yield Toner Cartridge, TN336C, Replacement Cyan Toner, Page Yield Up To 3,500 Pages, Amazon Dash Replenishment Cartridge, TN336*

\$105.98

Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Bear Valley Water District
441 Creekside Drive
Bear Valley, CA 95223
United States

Shipping Speed:

FREE Prime Delivery

Shipped on December 23, 2020**Items Ordered****Price**

1 of: *Cardinal Economy 3-Ring Binders, 1/2" Round Rings, Holds 125 Sheets, ClearVue Presentation View, Non-Stick, Black, Carton of 12 (90602)*

\$22.40

Sold by: Amazon.com Services LLC

Condition: New

1 of: *W2 Forms 2020, 4 Part Tax Forms, 25 Employee Kit of Laser Forms, Compatible with QuickBooks and Accounting Software, 25 Self Seal Envelopes Included*

\$16.99

Sold by: Franklin Creative Solutions LLC ([seller profile](#))

Condition: New

1 of: *1099 MISC Forms 2020, 4 Part Tax Forms Kit, 25 Vendor Kit of Laser Forms, Compatible with QuickBooks and Accounting Software, 25 Self Seal Envelopes Included*

\$22.99

Sold by: Franklin Creative Solutions LLC ([seller profile](#))

Condition: New

Details for Order #112-6062430-5596204

Print this page for your records.

Order Placed: February 18, 2021

Amazon.com order number: 112-6062430-5596204

Order Total: \$176.91

Not Yet Shipped

Items Ordered Price

1 of: *Irish Setter Men's 867 Trailblazer
Waterproof 7" Big Game Hunting
Boot, Auburn, 11.5 D US*

Sold by: Zappos ([seller profile](#)) | Product question? [Ask Seller](#)

Condition: New
23-DEC-2019 14:38:31

Shipping Address:

Guy West
2163 Rancho Paradiso
Avery, California 95224-0101
United States

Shipping Speed:

Standard Shipping

Payment information

\$164.95

Billing address

Jeff Gouveia
PO Box 5027
Bear Valley, CA 95223 United States

Item(s) Subtotal: \$164.95

Shipping & Handling: \$0.00 -----

Total before tax: \$164.95

Estimated tax to be collected: \$11.96 -----

Grand Total: \$176.91

*T+D/Collection
Work Boots*

Payment Method: Visa | Last digits: 3268

To view the status of your order, return to [Order Summary](#).

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