



Notice is hereby given that a
REGULAR MEETING
Of the Board of Directors will be held at:
400 Church Street, Scotia, CA 95565

Thursday August 20, 2020
Regular Meeting at 5:30 P.M.

AGENDA

- A. CALL TO ORDER/ ROLL CALL** The Presiding Officer will call the meeting to order and the Board Clerk will call the roll of members to determine the presence of a quorum. **PLEASE REMEMBER TO SILENCE ALL CELL PHONES**

In accordance with the Governor's Executive Orders N-25-20 and N-29-20 SCSD Board of Directors shall conduct the District's business via teleconference as the Board chambers are closed at this time. **This meeting may be accessed by using the following call-in number: 1 669 900 6833. When prompted enter the meeting i.d. 813 4311 0300 and the following password 744468.** Please submit public comments in writing 24 hours ahead of the meeting, if possible. If anyone who wishes to teleconference the meeting and has ADA access needs, please call the SCSD Administrative Office not less than 24 hours in advance of the meeting time to make accommodations.

PLEDGE OF ALLEGIANCE

- B. SETTING OF AGENDA** The Board may adopt/revise the order of the agenda as presented
- C. CONSENT CALENDAR** Consent Calendar items are routine, to be acted upon by the Board of Directors at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it shall be moved so that it may be acted upon separately in business.

1. Approval of Previous Meeting Minutes—June 18, 2020
2. Approval of June 1 – June 30, 2020 RCB Check Registers
3. Approval of June 1 – June 30, 2020 Umpqua Check Registers
4. Approval of RCB Mastercard Statement—May 9 – June 7, 2020
5. Approval of Umpqua Visa Statement— June 1 – June 30, 2020
6. Approval of Planwest Partners Invoice—June 2020

- D. PUBLIC COMMENT & WRITTEN COMMUNICATION** Regularly scheduled meetings provide an opportunity for members of the public to directly address the SCSD Board Members on any action item that has been described in the agenda for the meeting, before or during consideration of that item, or on matters not identified on the agenda within the Board jurisdiction. Comments are not generally taken on non-action items such as reports or information. **COMMENTS SHOULD BE LIMITED TO THREE MINUTES**

- E. ADJOURN TO CLOSED SESSION**

1. Call to Order
2. Roll Call
3. Government Code §54956.9; Discuss pending litigation with District Legal Counsel
4. Closed session discussion

AGENDA FOR A MEETING OF THE SCSD BOARD OF DIRECTORS

August 20, 2020

POSTED at 4:00 PM August 13, 2020

F. ADJOURN TO OPEN SESSION

1. Report out of closed session

G. PUBLIC HEARING - None

H. BUSINESS

1. New Business

- a. Adopt Resolution 2020-11: A Resolution of the Scotia Community Services District Board of Directors Amending the Personnel Policies and Procedures
- b. Adopt Resolution 2020-12: A Resolution of the Scotia Community Services District Board of Directors Amending the Financial Management Policy
- c. Fiscal Year 2019/2020 Year End Financial Reports
- d. Tesla Battery Backup Proposal for Energy Offsetting and Emergency Backup Power
- e. Discuss the billing and classification for Eel River Brewing Co. at 600k Bridge St. Scotia. Ca.

2. Old Business - None

I. REPORTS

(5 minutes each)

The Board may briefly discuss any particular item raised; no action will be taken on these items.

1. **President's Report:**
2. **Board Director Reports:**
3. **General Manager's Report:**
4. **Board Clerk's Report:**
5. **District Counsel's Report:**
6. **Engineer's Report:**
7. **Fire Chief's Report:**

J. BOARD TRAINING – None

K. ADJOURNMENT

Next Regular Meeting of the SCSD will be September 17, 2020 at 5:30 PM. A Special meeting may be held prior to that.

Notice regarding the Americans with Disabilities Act: The District adheres to the [Americans with Disabilities Act](#). Persons requiring special accommodations or more information about accessibility should contact the District Office. Notice regarding Rights of Appeal: Persons who are dissatisfied with the decisions of the SCSD Board of Directors have the right to have the decision reviewed by a State Court. The District has adopted [Section 1094.6](#) of the [Code of Civil Procedure](#) which generally limits the time within which the decision may be judicially challenged to 90 days.

Minutes of the REGULAR Board Meeting for the
Scotia Community Services District
Thursday July 16, 2020 at 5:30 P.M.

A. CALL TO ORDER/ ROLL CALL/PLEDGE OF ALLEGIANCE The regular meeting of the Board of Directors of the Scotia Community Services District convened at **5:33** PM via teleconference with the following directors in attendance:

Diane Black, Vice President – Present

Paul Newmaker, President– Present

Scott Pitcairn, Director – Absent

Susan Pryor, Director – Present

Nina Sellen, Director – Present

Staff Present: Leslie Marshall, General Manager; Julie Hawkins, Board Clerk; Amanda Urhammer, Legal Counsel

B. SETTING OF AGENDA

The title of the Ordinance is incorrect on the Agenda. It should read: Ordinance 2020-4 An Ordinance of the Scotia Community Services District Board of Directors *Amending Ordinance 2017-3 Water Supply Cross Connection Control*.

C. CONSENT CALENDAR

1. Approval of Previous Meeting Minutes—June 18, 2020
2. Approval of June 1 – June 30, 2020 RCB Check Registers
3. Approval of June 1 – June 30, 2020 Umpqua Check Registers
4. Approval of RCB Mastercard Statement—May 9 – June 7, 2020
5. Approval of Umpqua Visa Statement— June 1 – June 30, 2020
6. Approval of Planwest Partners Invoice—June 2020

Director Pryor requested information regarding the \$10,000 payment to TOS for the corridor project. GM explained that certain costs were split with TOS for components that were above and beyond the scope of the project as initially proposed.

No public comment

Motion: To Approve Consent Calendar

Motion: Pryor **Second:** Sellen

Motion Vote: Ayes: Black, Pryor, Sellen, Newmaker Opposed: None Absent: Pitcairn

Abstain: None

D. PUBLIC COMMENT & WRITTEN COMMUNICATION

DJ Cleek, local drafter, working with Trinity Southern Health sent an email regarding ADA compliance at old Hardware Facility. Trash enclosure at rear of building that *may* cross over theater property line. Cleek reached out to GM regarding the minor crossing of the property line. Cleek offered potential to share the garbage facility enclosure with the theater.

E. Adjourn to Closed Session at 5:41 PM

1. Call to Order

2. Roll Call

Diane Black, Vice President – Present

Paul Newmaker, President– Present

Scott Pitcairn, Director – Absent

Susan Pryor, Director – Present

Nina Sellen, Director – Present

3. Government Code §54956.9; Discuss pending litigation with District Legal Counsel

4. Closed session discussion

F. Adjourn to Open Session at 5:51 PM

Legal Counsel reported out of closed session and direction to staff was given

Public Hearing - None

G.

H. BUSINESS

1. New Business –

a. Second Reading and Adoption of Water Supply Cross Connection Control Ordinance 2020-4: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2017-3 Water Supply Cross Connection Control

Reviewed and updated by Steve Tyler and Julie Hawkins. The definitions section was updated, sections 2 & 5 were amended, all in redline/strikeout. The amended ordinance was noticed in the Times Standard and reviewed by legal counsel. No changes have been made since the first reading which took place at the June 18, 2020 board meeting.

No Public Comment

Motion: To Adopt Ordinance 2020-4: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2017-3 Water Supply Cross Connection Control *by reading of title only*

Motion: Black **Second:** Newmaker

Motion Vote: Ayes Black, Pryor, Sellen, Newmaker Opposed: None Absent: Pitcairn

Abstain: None

Motion: To Adopt Ordinance 2020-4: An Ordinance of the Scotia Community Services District Board of Directors Amending Ordinance 2017-3 Water Supply Cross Connection Control

Motion: Newmaker **Second:** Black

Motion Vote: Ayes Black, Pryor, Sellen, Newmaker Opposed: None Absent: Pitcairn

Abstain: None

b. Review Conflict of Interest Code and consider adopting Resolution 2020-10 Amending Resolution 2016-2 Conflict of Interest Code Policy

Board Clerk presented. The Conflict of Interest Code must be reviewed every two years and updated if necessary. The SCSD Conflict of Interest Code Policy was last updated in 2018. The 2020 update removed the Executive Assistant and the Board Clerk from Category 2, which is comprised of consultants, to Category 1, direct employees of SCSD.

No questions from the Board

No Public Comment

Motion: To Adopt Resolution 2020-10 Amending Resolution 2016-2 Conflict of Interest Code Policy.

Motion: Sellen **Second:** Black

Motion Vote: Ayes: Black, Pryor, Sellen, Newmaker Opposed: None Absent: Pitcairn,

Abstain: None

c. Consider authorizing the reengagement of Anderson, Lucas, Somerville and Borgess for the FY 19/20 Annual Audit

GM introduced and explained that every 3-5 years auditors must go through a bid process. We have \$22,000 in the budget for the audit; last year the audit only cost the District \$11,500. President Newmaker commented that they were happy with the audit that they did for the District last year.

Board discussed

No Public Comment

Motion: To Authorize the reengagement of Anderson, Lucas, Somerville and Bogess for the FY 19/20 Annual Audit.

Motion: Black **Second:** Sellen

Motion Vote: Ayes Black, Pryor, Sellen, Newmaker Opposed: None Absent: Pitcairn,

Abstain: None

d. Discuss the billing and classification for Eel River Brewing Co. at 600 Bridge St. Scotia, CA.

GM read the correspondence addressed to Ted Vivatson (included in Board Packet). Mr. Vivatson addressed the board and staff and stated that his primary request of the board is “fair and equitable treatment”. LM explained that all base rates and monthly charges are based on the engineers report. Mr. Vivatson went on to say that current base rates are unsustainable for the brewery and if things continue as they are, they may not be able to stay in Scotia. Mr. Vivatson thanked the board and staff and requested to be placed on the August 20, 2020 Board Meeting Agenda to bring materials to present to the board.

2. Old Business – NONE

A. REPORTS

The Board may briefly discuss any particular item raised, no action will be taken on these items.

1. President’s Report:

2. Board Director Reports:

-Director Black requested that the fence around the new fence be removed to allow access to the walkway. LM explained that we received a quote from a masonry company for \$7500 and the District is still planning to get more quotes. Penny may be able to do the landscaping in the plaza with native plants. LM also reported that some safety concerns have been removed.

-Director Pryor reported that the free library has been installed and is full of books!

3. General Manager's Report:

-The corridor project is 97% complete. River pump issue still exists. All components have been sent away and are being reviewed and examined to see what the problem is. There are consistent pressure issues between new and old system and HRC power plant and mill; LM met with HRC and discussed the purchase of pressure relief valves to place on HRC property to help buffer systems from each other. Surges typically come from power plant.

- Wastewater clarifier replacement: Received submittals. Still need CA Professional Engineer's stamp for bridge component. Engaged with Chruch engineering for their stamp of approval. Once that is complete, fabricators in UT will begin fabricating new clarifier – for installation in September or October.

- Trash cans have been purchased for installation at Fireman's park & other incorporated in the Soccer Field ADA project.

-Paintball project has gone through county and ADA plans have been submitted. Sign off on that is expected soon. They have received their business license and they just need an approved County Covid 19 plan. LM has encouraged them to move forward with that.

-LM had to explain to Eel River Kings that the District cannot support Covid 19 plan as submitted. It was submitted as a Day Camp plan rather than a team sport plan. That was not the intent of the original board decision. They will need to get approval as a sports team moving forward.

-SCT is working with LM on the bathrooms at the park/new restroom facility. Steve Lazar at county is helping determine if we can use the existing concrete slabs that exist there already and whether we need to go through CEQA and building permit process. Restrooms are prefab. They are concrete buildings with all stainless steel appliances. Easi-Set has many different plan options, currently we are planning to do 2-unit, unisex ADA compliant facility.

-Theater roof project: still waiting on the building permit from the county. Sanders roofing is ready to begin work once we receive the permits. Carpenter Shop roof project has been submitted to Bill Rich and Associates for historical assessment.

- LM looking to install a doggy bag station as well as a bench next to free library.

-Walland re-graded where construction had been done by Fireman's park. That same night there were people at the park afterhours spinning donuts down by the river. LM explained other issues that she has witnessed with people driving recklessly down by the river. LM suggested changing closing time of the park to an hour earlier. LM looking into speed bumps at the gate to deter people from speeding.

-Streets and Street lighting: Storm drainage manhole "collar" was cracked. Public works determined that it was their jurisdiction but we would have to wait a long time to have it repaired. Walland ended up fixing it for free.

-Sinkhole near bridge at the pond will need to be backfilled with concrete. John Broadstock placed cones at the site. It is currently patched.

-Phase III construction is starting soon.

-Next month may have multiple PG&E charges. Splitting up payments on credit cards. Using the credit cards to receive the 1% cash back reward.

-New Admin person is setting up Benefits Assessments. Those will be billed next month. LM discovered that some properties had benefits assessments set up incorrectly. Unfortunately \$14,000 was not collected on those accounts due to that error, but the correction has been made. Account holders are notified that their bills will be going up but they will not be back billing.

-New Operator interviews set up for July 28th and 29th. In person interviews will take place Aug. 4th. Nine applicants. Three had no license and didn't have one in progress. Six applicants will be interviewed. There will be an interview panel made up of LM, SCT, Brandon Wishneff, Bruce Gherke, & Steve Coppini of Ferndale.

-Developing a policy with legal counsel regarding outstanding balances due to non-payment of account balances.

-As of July 1st, the final step rate increase was implemented. The board can decide to implement a consumer price index increase, however, any additional increases will have to go through the prop 218 process.

4. **Special Counsel's Report:** None

5. **Engineer's Report:** None

6. **Fire Chief's Status Report:** None

7. **Board Clerk Report:** Provided an update on the upcoming election.

J. BOARD TRAINING None

K. ADJOURNMENT at 7:01 PM by Paul Newmaker

Next Regular Meeting of the SCSD will be September 17th, 2020 at 5:30 PM. A Special Meeting, may be held prior to that.

Approved:

Paul Newmaker, President

Board of Directors

Scotia Community Services District

Date

Attest:

Board Clerk

Scotia Community Services District

Date

Scotia Community Services District

Account QuickReport

As of July 31, 2020

Type	Date	Num	Name	Memo	Amount	Balance
10000 - RCB Checking 28239						978,399.60
Bill Pmt -Check	07/01/2020	51255	SDRMA	Old date was 6/19/2020	-82,961.59	895,438.01
Liability Check	07/01/2020		QuickBooks Payroll ...	Created by Payroll Service ...	-2,473.15	892,964.86
Transfer	07/01/2020			Funds Transfer	35.00	892,999.86
Paycheck	07/02/2020	51261	Julie A Hawkins	VOID:	0.00	892,999.86
Paycheck	07/02/2020	DD1062	Lucette M Mosca	Direct Deposit	0.00	892,999.86
Paycheck	07/02/2020	DD1061	Brandon W Wishneff	Direct Deposit	0.00	892,999.86
Check	07/02/2020	51260	John Hancock USA	PARS #86360	-149.91	892,849.95
Bill Pmt -Check	07/02/2020	Autopay	Card Service Center	RCB Mastercard Monthly S...	-398.03	892,451.92
Bill Pmt -Check	07/02/2020	CLR D...	Forbusco Lumber	VOID: lumber for bleachers	0.00	892,451.92
Bill Pmt -Check	07/02/2020	CLR D...	Wildwood Saw	VOID: Stihl Loop Handle Tr...	0.00	892,451.92
Check	07/02/2020	EFT	Umpqua Bank CC P...	Commercial Visa Card	-21,371.78	871,080.14
Deposit	07/02/2020			Deposit	176.36	871,256.50
Deposit	07/02/2020			Deposit	470.95	871,727.45
Deposit	07/02/2020			Deposit	186.27	871,913.72
Paycheck	07/03/2020	51262	Julie A Hawkins		-285.47	871,628.25
Check	07/06/2020	Autopay	AT&T	Parks Phone	-102.69	871,525.56
Check	07/06/2020	Autopay	AT&T	Office Administration Phones	-324.37	871,201.19
Check	07/06/2020	Autopay	AT&T	Sewer Plant	-109.68	871,091.51
Check	07/06/2020	Autopay	AT&T	Water Plant	-233.61	870,857.90
Deposit	07/07/2020			Deposit	866.00	871,723.90
Deposit	07/07/2020			Deposit	350.00	872,073.90
Deposit	07/07/2020			Deposit	814.30	872,888.20
Deposit	07/07/2020			Deposit		872,888.20
Check	07/08/2020	Autopay	Suddenlink Business		-221.37	872,666.83
Deposit	07/08/2020			Deposit	383.45	873,050.28
Deposit	07/09/2020			Deposit	278.76	873,329.04
Bill Pmt -Check	07/09/2020	51263	Alternative Business...		-55.28	873,273.76
Bill Pmt -Check	07/09/2020	51264	Fortuna Ace		-74.01	873,199.75
Bill Pmt -Check	07/09/2020	51265	Johnson's Mobile R...		-235.33	872,964.42
Bill Pmt -Check	07/09/2020	51266	North Coast Laborat...	Wastewater Water Testing	-1,600.00	871,364.42
Bill Pmt -Check	07/09/2020	51267	Penny's Creations &...	Lanscaping	-210.00	871,154.42
Bill Pmt -Check	07/09/2020	51268	Prentice, Long PC		-1,700.00	869,454.42
Bill Pmt -Check	07/09/2020	51269	Recology Eel River	496525 & 505547	-147.19	869,307.23
Bill Pmt -Check	07/09/2020	51270	SDRMA	7724	-1,122.20	868,185.03
Bill Pmt -Check	07/09/2020	51271	Wyckoff Plumbing		-549.21	867,635.82
Bill Pmt -Check	07/09/2020	51274	PARS	SCO020	-300.00	867,335.82
Bill Pmt -Check	07/09/2020	51275	Telstar Instruments		-5,246.35	862,089.47
Bill Pmt -Check	07/09/2020	51276	Valley Pacific Petrol...	gas cards	-693.58	861,395.89
Bill Pmt -Check	07/09/2020	51277	Wendt Construction		-220.00	861,175.89
Bill Pmt -Check	07/09/2020	51278	Whitchurch Enginee...		-2,050.00	859,125.89
Bill Pmt -Check	07/10/2020	51272	Thatcher Company	402298	-2,677.10	856,448.79
Deposit	07/13/2020			Deposit	213.24	856,662.03
Bill Pmt -Check	07/13/2020	ACH ...	PG&E		-4,604.43	852,057.60
Deposit	07/13/2020			Deposit	11,671.40	863,729.00
Deposit	07/13/2020			Deposit	3,664.50	867,393.50
Deposit	07/14/2020			Deposit	546.78	867,940.28
Check	07/14/2020	Autopay	PG&E	Fireman's Park 999910355...	-43.60	867,896.68
Bill Pmt -Check	07/14/2020	Autopay	PG&E	Street Lighting 929756115...	-620.24	867,276.44

2:02 PM

08/10/20

Accrual Basis

Scotia Community Services District

Account QuickReport

As of July 31, 2020

Type	Date	Num	Name	Memo	Amount	Balance
Check	07/14/2020	Autopay	PG&E	Carpenter Field 447020565...	-24.64	867,251.80
Check	07/14/2020	Autopay	PG&E	Carpenters Shop 3912565...	-135.68	867,116.12
Check	07/14/2020	Autopay	PG&E	Winema 0990281861-7	-179.82	866,936.30
Liability Check	07/14/2020	E-pay	EDD	093-5926-6 QB Tracking # ...	-216.28	866,720.02
Liability Check	07/14/2020	E-pay	United States Treas...	82-1570573 QB Tracking #...	-981.92	865,738.10
Liability Check	07/14/2020	E-pay	EDD	093-5926-6 QB Tracking # ...	-53.72	865,684.38
Check	07/14/2020	51273	John Hancock USA	PARS #86360	-251.47	865,432.91
Deposit	07/14/2020			Deposit	1,534.60	866,967.51
Liability Check	07/15/2020		QuickBooks Payroll ...	Created by Payroll Service ...	-3,478.77	863,488.74
Paycheck	07/16/2020	DD1063	Brandon W Wishneff	Direct Deposit	0.00	863,488.74
Paycheck	07/16/2020	DD1064	Julie A Hawkins	Direct Deposit	0.00	863,488.74
Paycheck	07/16/2020	DD1065	Lucette M Mosca	Direct Deposit	0.00	863,488.74
Deposit	07/16/2020			Deposit	1,385.34	864,874.08
Deposit	07/16/2020			Deposit	1,837.41	866,711.49
Deposit	07/16/2020			Deposit	1,937.17	868,648.66
Deposit	07/16/2020			Deposit	247.23	868,895.89
Transfer	07/16/2020			Funds Transfer Customer ...	600.00	869,495.89
Transfer	07/16/2020			Funds Transfer Customer ...	600.00	870,095.89
Transfer	07/16/2020			Funds TransferCustomer a...	1,519.05	871,614.94
Deposit	07/16/2020			Deposit	365.60	871,980.54
Bill Pmt -Check	07/16/2020	Autopay	PG&E		-66.93	871,913.61
Deposit	07/20/2020			Deposit	1,186.68	873,100.29
Deposit	07/20/2020			Deposit	40,640.53	913,740.82
Deposit	07/21/2020			Deposit	658.51	914,399.33
Deposit	07/21/2020			Deposit	301.21	914,700.54
Deposit	07/22/2020			Deposit	519.00	915,219.54
Deposit	07/22/2020			Deposit	2,683.40	917,902.94
Deposit	07/22/2020			Deposit	420.75	918,323.69
Bill Pmt -Check	07/23/2020	51280	Card Service Center	RCB Mastercard Monthly S...	-817.00	917,506.69
Bill Pmt -Check	07/23/2020	51281	Keenan Supply	W173498	-250.26	917,256.43
Bill Pmt -Check	07/23/2020	51282	Steves Septic	Pumped 2500 gallons from...	-750.00	916,506.43
Deposit	07/23/2020			Deposit	507.09	917,013.52
Deposit	07/23/2020			Deposit	10,281.58	927,295.10
Deposit	07/27/2020			Deposit	550.00	927,845.10
Deposit	07/27/2020			Deposit	193.73	928,038.83
Bill Pmt -Check	07/27/2020	Autopay	Microsoft Office 365		-99.99	927,938.84
Deposit	07/27/2020			Deposit	33,491.21	961,430.05
Deposit	07/27/2020			Deposit	1,866.13	963,296.18
Deposit	07/27/2020			Deposit	268.60	963,564.78
Liability Check	07/28/2020	E-pay	EDD	093-5926-6 QB Tracking # ...	-168.37	963,396.41
Liability Check	07/28/2020	E-pay	United States Treas...	82-1570573 QB Tracking #...	-848.94	962,547.47
Liability Check	07/28/2020	E-pay	EDD	093-5926-6 QB Tracking # ...	-49.07	962,498.40
Liability Check	07/28/2020	1001	United States Treas...	VOID: 82-1570573	0.00	962,498.40
Liability Check	07/29/2020		QuickBooks Payroll ...	Created by Payroll Service ...	-3,100.11	959,398.29
Check	07/29/2020	51283	John Hancock USA	PARS #86360	-249.91	959,148.38
Deposit	07/29/2020			Deposit	329.84	959,478.22
Bill Pmt -Check	07/29/2020	51290	Brian McNeill	Backflow Prevention Devic...	-90.00	959,388.22
Bill Pmt -Check	07/29/2020	51291	Hummel Tire		-865.29	958,522.93
Bill Pmt -Check	07/29/2020	51292	Pacific Paper		-56.51	958,466.42

2:02 PM

08/10/20

Accrual Basis

Scotia Community Services District
Account QuickReport
As of July 31, 2020

Type	Date	Num	Name	Memo	Amount	Balance
Bill Pmt -Check	07/29/2020	51293	SHN		-400.00	958,066.42
Bill Pmt -Check	07/29/2020	51294	Wahlund Constructi...		-600.00	957,466.42
Paycheck	07/30/2020	DD1066	Brandon W Wishneff	Direct Deposit	0.00	957,466.42
Paycheck	07/30/2020	DD1067	Julie A Hawkins	Direct Deposit	0.00	957,466.42
Paycheck	07/30/2020	DD1068	Lucette M Mosca	Direct Deposit	0.00	957,466.42
Deposit	07/30/2020			Deposit	355.49	957,821.91
Deposit	07/30/2020			Deposit	210.07	958,031.98
Bill Pmt -Check	07/30/2020	51295	Penny's Creations &...	Lanscaping	-210.00	957,821.98
Deposit	07/30/2020			Deposit	398.18	958,220.16
Check	07/31/2020	EFT	Umpqua Bank CC P...	Commercial Visa Card	-20,054.90	938,165.26
Total 10000 · RCB Checking 28239					-40,234.34	938,165.26
TOTAL					-40,234.34	938,165.26

Scotia Community Services District
Account QuickReport
As of July 31, 2020

Type	Date	Num	Name	Memo	Original Amount	Paid Amount	Balance
12000 · RCB Savings 10367							1,003.56
Deposit	07/01/2020			Interest	0.08	0.08	1,003.64
Total 12000 · RCB Savings 10367						0.08	1,003.64
TOTAL						0.08	1,003.64

2:03 PM

08/10/20

Cash Basis

Scotia Community Services District
Account QuickReport
As of July 31, 2020

Type	Date	Num	Memo	Original Amount	Paid Amount	Balance
12100 · RCB Cust Deposit Savings 10797						6,647.15
Transfer	07/01/2020		Funds Transfer	-35.00	-35.00	6,612.15
Deposit	07/16/2020		Deposit	100.00	100.00	6,712.15
Transfer	07/16/2020		Funds Transf...	-600.00	-600.00	6,112.15
Transfer	07/16/2020		Funds Transf...	-600.00	-600.00	5,512.15
Transfer	07/16/2020		Funds Transf...	-1,519.05	-1,519.05	3,993.10
Deposit	07/30/2020		Deposit	100.00	100.00	4,093.10
Deposit	07/31/2020		Deposit	50.00	50.00	4,143.10
Total 12100 · RCB Cust Deposit Savings 10797					-2,504.05	4,143.10
TOTAL					-2,504.05	4,143.10

2:02 PM

08/10/20

Accrual Basis

Scotia Community Services District
Account QuickReport
As of July 31, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12150 · RCB Clarifier							
Deposit	01/16/2020			Deposit	40221 · Grants	4,398.00	4,398.00
Deposit	01/31/2020			Interest	40210 · Interes...	0.19	4,398.19
Deposit	02/25/2020			Deposit	40221 · Grants	3,085.00	7,483.19
Deposit	03/02/2020			Interest	40210 · Interes...	0.38	7,483.57
Deposit	03/05/2020			Deposit	-SPLIT-	197,503.56	204,987.13
Deposit	04/01/2020			Interest	40210 · Interes...	21.50	205,008.63
Deposit	04/30/2020			Interest	40210 · Interes...	25.21	205,033.84
Deposit	05/31/2020			Interest	40210 · Interes...	25.21	205,059.05
Deposit	06/30/2020			Interest	40210 · Interes...	16.81	205,075.86
Total 12150 · RCB Clarifier						205,075.86	205,075.86
TOTAL						205,075.86	205,075.86

Scotia Community Services District
Account QuickReport
As of July 31, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12152 · Umpqua Checking BT Loan							
Deposit	02/24/2020			Account Open...	30000 · Openi...	938,202.85	938,202.85
Deposit	02/29/2020			Interest	40210 · Interes...	20.05	938,222.90
Deposit	03/31/2020			Interest	40210 · Interes...	23.90	938,246.80
Deposit	04/30/2020			Interest	40210 · Interes...	23.14	938,269.94
Deposit	05/31/2020			Interest	40210 · Interes...	23.90	938,293.84
Deposit	06/30/2020			Interest	40210 · Interes...	23.14	938,316.98
Deposit	07/31/2020			Interest	40210 · Interes...	23.91	938,340.89
Total 12152 · Umpqua Checking BT Loan						938,340.89	938,340.89
TOTAL						938,340.89	938,340.89

2:06 PM

08/10/20

Accrual Basis

Scotia Community Services District
Account QuickReport
As of July 31, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12151 · Umpqua Park & Rec Savings							
Transfer	02/04/2020			Funds Transfer	10000 · RCB C...	272,631.00	272,631.00
Deposit	02/29/2020			Interest	40210 · Interes...	97.10	272,728.10
Deposit	03/31/2020			Interest	40210 · Interes...	69.86	272,797.96
Deposit	04/30/2020			Interest	40210 · Interes...	11.22	272,809.18
Deposit	05/31/2020			Interest	40210 · Interes...	11.58	272,820.76
Deposit	06/30/2020			Interest	40210 · Interes...	11.21	272,831.97
Deposit	07/31/2020			Interest	40210 · Interes...	11.59	272,843.56
Total 12151 · Umpqua Park & Rec Savings						272,843.56	272,843.56
TOTAL						272,843.56	272,843.56

Scotia Community Services District
Account QuickReport
As of July 31, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12155 · Umpqua CD Wastewater							
Transfer	02/04/2020			Funds Transfer	10000 · RCB C...	200,000.00	200,000.00
Deposit	02/29/2020			Interest	40210 · Interes...	227.95	200,227.95
Deposit	06/30/2020			Deposit	40210 · Interes...	1,072.95	201,300.90
Deposit	07/31/2020			Interest	40210 · Interes...	273.55	201,574.45
Total 12155 · Umpqua CD Wastewater						201,574.45	201,574.45
TOTAL						201,574.45	201,574.45

Scotia Community Services District
Account QuickReport
As of July 31, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12154 · Umpqua CD Streets & Streetlight							
Transfer	02/04/2020			Funds Transfer	10000 · RCB C...	106,761.00	106,761.00
Deposit	02/29/2020			Interest	40210 · Interes...	121.68	106,882.68
Deposit	06/30/2020			Deposit	40210 · Interes...	572.75	107,455.43
Deposit	07/31/2020			Interest	40210 · Interes...	146.02	107,601.45
Total 12154 · Umpqua CD Streets & Streetlight						107,601.45	107,601.45
TOTAL						107,601.45	107,601.45

Scotia Community Services District
Account QuickReport
As of July 31, 2020

Type	Date	Num	Name	Memo	Split	Amount	Balance
12153 · Umpqua CD Drainage							
Transfer	02/04/2020			Funds Transfer	10000 · RCB C...	35,711.00	35,711.00
Deposit	02/29/2020			Interest	40210 · Interes...	40.70	35,751.70
Deposit	06/30/2020			Deposit	40210 · Interes...	191.58	35,943.28
Deposit	07/31/2020			Interest	40210 · Interes...	48.85	35,992.13
Total 12153 · Umpqua CD Drainage						35,992.13	35,992.13
TOTAL						35,992.13	35,992.13



SCOTIA COMM SVCS DIST
Account Number: XXXX XXXX XXXX 0143

Billing Questions:

800-367-7576

Website:

www.cardaccount.net

Send Billing Inquiries To:

Card Service Center, PO Box 569120, Dallas, TX 75356

REDWOOD CAPITAL BANK Credit Card Account Statement
June 8, 2020 to July 8, 2020

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$398.03
- Payments	\$398.03
- Other Credits	\$0.00
+ Purchases	\$817.00
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$817.00

Account Number XXXX XXXX XXXX 0143
Credit Limit \$27,000.00
Available Credit \$25,926.00
Statement Closing Date July 8, 2020
Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance: \$817.00
Minimum Payment Due: \$25.00
Payment Due Date: August 2, 2020

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
07/01	07/01	F112700J700CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$398.03-
			TOTAL XXXXXXXXXXXXX0143	\$398.03-
06/23	06/23	5543286HZ5SART635	CLEARPATHGPS, INC. 805-979-3442 CA	\$196.11
06/24	06/25	5545885J0LQN3K3KE	USCELL RECURRING 1111111111 IL	\$319.61
06/27	06/29	5543286J35SERG4G3	INTUIT *PAYROLLEE USAG 833-830-9255 CA	\$4.00
06/30	07/01	8230509J700004F2A	LITTLE FRE* SHOP.LITTL HUDSON WI	\$46.12
07/02	07/02	5543286J85SJLFW43	CLEARPATHGPS, INC. 805-979-3442 CA	\$65.00
07/04	07/06	5543286JA5SAE91Q4	ARLO TECHNOLOGIES INC 408-638-3750 CA	\$129.00
07/07	07/08	5543286JD5V1690RP	AMZN MKTP US*MJ1Y41631 AMZN.COM/BILL WA	\$57.16

Transactions continued on next page

REDWOOD CAPITAL BANK
1550 N BROWN RD 150
LAWRENCEVILLE GA 30043



All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address.

Account Number: XXXX XXXX XXXX 0143
New Balance: \$817.00
Minimum Payment Due: \$25.00
Payment Due Date: August 2, 2020

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

SCOTIA COMM SVCS DIST
PO BOX 104
SCOTIA CA 95565-0104

11274709700001430000250000000817003



SCOTIA COMM SVCS DIST
Account Number: XXXX XXXX XXXX 0143

TRANSACTIONS (continued)

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			LESLIE D MARSHALL	
			TOTAL XXXXXXXXXXXXX1117	\$817.00

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	14.24% (v)	\$0.00	31	\$0.00
Cash Advances	14.24% (v)	\$0.00	31	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

CREDITING OF PAYMENTS

All payments received by 5:00 PM during the Card issuer's normal business day at the address indicated on the reverse side of this statement will be credited to your account as of the date of receipt of the payment. If payment is made at any location other than that address, credit of the payment may be delayed up to 5 days.

BILLING RIGHTS SUMMARY

What to do if You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; and if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While we do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

EXPLANATION OF INTEREST CHARGES

The Interest Charge shown on the front is the sum of the Interest Charges computed by applying the Periodic Rate(s) to the Average Daily Balance and adding any applicable transaction charge authorized in the Cardholder Agreement. The method for computing the balance subject to Interest Charge is an average daily balance (including new purchases) method.

We figure the interest charge on your account by applying the periodic rate(s) to the "average daily balance" of your account (including in some instances current transactions). To get the "average daily balance", we take the beginning balance of your account each day, add any new cash advances and subtract any payments or credits and any unpaid interest charges. If you paid in full the Previous Balance shown on this statement by the payment due date shown on the previous statement, we subtract from each day's beginning balance the amount of such Previous Balance included in that beginning balance and also do not add in any new purchases. Otherwise the amount of the Previous Balance is not subtracted and we add in any new purchases. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

HOW TO AVOID INTEREST CHARGES: You have until the payment due date shown on your periodic statement to repay your balance before an interest charge on purchases will be imposed.

ANNUAL FEE DISCLOSURES

If an annual fee is shown on the front of the statement, see the front for information about the following matters: the annual percentage rate for purchases, certain information regarding any variable rate feature, the amount of the annual fee, any minimum interest charge, and any transaction charges for purchases. The method for computing the balance subject to interest charge on your account is an Average Daily Balance (including new purchases) method and is explained above.

If you terminate your account within 30 days from the Closing Date shown on the front of this statement, you will not owe the annual fee (and have the right to have it credited to your account) and may use your card(s) during that 30 day period without becoming obligated for the annual fee. To terminate your account you should give us written notice sent to the address for billing inquiries as shown on the front of this statement. All cards should be cut in half and returned with your termination notice.

CREDIT BALANCES

Any credit balance on your account (indicated by a "-" on the front of this statement) is money we owe you. You can make charges against this amount or request and receive a full refund of this amount by writing us at: Card Service Center, PO Box 569120, Dallas, TX 75356-9120. Any amount not charged against or refunded upon request that is over \$1.00 (equal to or in excess of \$1.00 if you live in MA or any amount in NY) will be refunded automatically within six months after the credit balance was created (four billing cycles in MD).

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

Name (if incorrect on reverse side)

Street address

City

State

Zip Code

Effective Date: Month, Day, Year

Signature

Home Phone

Work Phone



UMPQUA
B · A · N · K

BL ACCT 00002823-20000001
SCOTIA CSD
Account Number: ##### 3769
Closing Date: 07/31/20

Page 1 of 3



Account Inquiries



Customer Service: (866) 777-9013
Lost or Stolen Card: (866) 839-3485



Please Direct Written Inquiries to:
UMPQUA BANK
PO BOX 1952
SPOKANE, WA 99210-1952

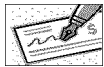


To pay on-line:
www.umpquabank.com

Account Summary

Previous Balance	\$	21,371.78
Purchases	+	20,054.90
Cash	+	0.00
Special	+	0.00
Credits	-	0.00
Payments	-	21,371.78 -
Other Debits	+	0.00
Finance Charges	+	0.00
NEW BALANCE	\$	20,054.90

Payment Information



Total Minimum Payment Due \$20,054.90

Minimum Payment \$ 20,054.90

Payment Due Date 08/25/20

Mail Payments to: UMPQUA BANK PO BOX 2310 SPOKANE WA 99210-2310

Account Activity Since Your Last Statement

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/13	07/14	PPLN01	24692160195100651806430	PG&E/EZ-PAY 800-743-5000 CA	\$ 20,000.00
Cardholder Name: LESLIE D MARSHALL					
Total Charges for Account Number: 4807250900043777					20,000.00
07/21	07/21	PPLN01	24692160203100746010899	CHEVRON 0095121 FORTUNA CA	\$ 39.91
Cardholder Name: BRANDON W WISHNEFF					
Total Charges for Account Number: 4807250900043785					39.91
07/02	07/02	PPLN01	24493980184026427004080	ZOOM.US 888-799-9666 CA	\$ 14.99
Cardholder Name JENNIFER A MCDONALD					
Total Charges for Account Number: 4807250900043793					14.99
Payments, Adjustments and Others					
07/02	07/02		1954007	INTERNET PMT-THANK YOU	\$ 21,371.78 -

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

UMPQUA BANK
PO BOX 1952
SPOKANE WA 99210-1952



UMPQUA
B · A · N · K

Account Number

3769

Check box to indicate
name/address change
on back of this coupon ☐

Closing Date

07/31/20

New Balance

\$20,054.90

Total Minimum Payment Due

\$20,054.90

Payment Due Date

08/25/20

AMOUNT OF PAYMENT ENCLOSED

\$



BL ACCT 00002823-20000001
SCOTIA CSD
PO BOX 104
SCOTIA CA 95665



MAKE CHECK PAYABLE TO:



UMPQUA BANK
PO BOX 2310
SPOKANE WA 99210-2310



Plan Level Information										
Plan Name	Plan Description	FCM *	Previous Balance	Average Daily Balance	Periodic Rate **	Corresponding APR	Finance Charges	Fees/Finance Charge	Effective APR	Ending Balance
Purchases										
PPLN01 001	PURCHASE	E	\$21,371.78	\$0.00	0.06008% (D)	21.9900%	\$0.00	\$0.00	0.0000%	\$20,054.90
Cash										
CPLN01 001	CASH	A	\$0.00	\$0.00	0.06554% (D)	23.9900%	\$0.00	\$0.00	0.0000%	\$0.00
Total			\$21,371.78	\$0.00			\$0.00	\$0.00	0.0000%	\$20,054.90
Days In Billing Cycle: 31						APR = Annual Percentage Rate				
*See last page for explanation of Finance Charge Method (FCM)						** Periodic Rate (M)=Monthly (D)=Daily				
(V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.										

NAME CHANGE

Please use blue or black ink to complete form

Last

First Middle

ADDRESS CHANGE

Street

City State ZIP Code

Home Phone () - Business Phone () -

SIGNATURE REQUIRED**TO AUTHORIZE CHANGES** Signature _____



UMPQUA
B · A · N · K

BL ACCT 00002823-20000001
SCOTIA CSD
Account Number: ##### 3769
Closing Date: 07/31/20

Page 3 of 3



IMPORTANT INFORMATION

Finance Charge Calculation Methods and Computation of Average Daily Balance Subject to Finance Charge. The Finance Charge Calculation Method applicable to your account for Cash Advances, Balance Transfers and Credit Purchases of goods and services that you obtain through the use of your card is specified on the front side of this statement and explained below:

Method A - Average Daily Balance (including current transactions). The Finance Charge on purchases begins from the date the transaction is posted to your account, and the Finance Charge on cash advances begins from the date you obtained the cash advance, or the first day of the billing cycle in which it is posted to your account, whichever is later. There is no grace period.

We figure a portion of the Finance Charge on your applicable balance (i.e., Cash Advance balance, Balance Transfer balance, or Purchase Balance, as the case may be) by applying the applicable periodic rate to the applicable "average daily balance" (including current Transactions). To get the "average daily balance," we take the beginning balance of your Cash Advances, Balance Transfers, or Purchases, as the case may be, each day, add any new Cash Advances, Balance Transfers, or Purchases, as the case may be, and subtract any payments or credits applicable to Cash Advance balance, Balance Transfer balance, or Purchase balance, as the case may be. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

Payment Crediting and Credit Balance. Payments received at the location specified on the front of the statement after the phrase "MAKE CHECK PAYABLE TO" will be credited as of the date of receipt to the account specified on the payment coupon. Payments received at locations other than the address specified or payments that do not conform to the requirements set forth on or with the periodic statement (e.g. missing payment stub, payment envelope other than as provided with your statement, multiple checks or multiple coupons in the same envelope) may be subject to delay in crediting, but shall be credited within five days of receipt. If there is a credit balance due on your account, you may request in writing that such amount be paid to you. Submit your request to the address indicated on the front of this statement after the phrase "Please Direct Written Inquiries to: ".

Closing Date. The closing date is the last day of the billing cycle; all transactions received after the closing date will appear on your next statement.

Annual Fee. If your account has been assessed an annual fee, you may avoid paying this annual fee by sending written notification of termination within 30 days following the mailing date of this bill, to the address found at the top of the first page of this bill under your financial institutions name. You may use your card(s) during this 30 day period but immediately thereafter must send your card(s), which you have cut in half, to this same address.

Negative Credit Reports. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agencies if you fail to fulfill the terms of your credit obligations.

Billing Disputes

Disputes regarding charges or billings hereunder shall be communicated in writing to Umpqua Bank at the address indicated in Section 18 of the Umpqua Bank Commercial Card Account Agreement. Communications should include the Commercial Cardholder name and Account number, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Umpqua Bank within sixty (60) days of the date of the statement on which the disputed or incorrect charge first appeared or you will be deemed to have waived any objection to them. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question. Umpqua Bank will investigate disputes and billing errors, but it will not be responsible for resolving or correcting them.



INVOICE

DATE: July 30, 2020
TO: Paul Newmaker, Board President
Scotia Community Services District

INVOICE # 20-226-07

Approved for Payment

PROJECT: Scotia Community Services District Staffing Services for July 2020

Task 1 – Administrative Duties

1.1 Administrative Duties

General Admin tasks- filing, document prep, travel for meetings/staffing, responded to all incoming correspondence. Checked SCSD mail, phone messages. Staff meetings, operations meetings, etc.

1.2 Policies, Procedures, Ordinances

Reviewed Conflict of Interest Code, Cross Connection Control Ordinance, Financial Management Policy.

1.3 Community Meetings Preparation and Attendance

Met with parties on various District matters. Construction Meetings and continued coordination for Corridor Project/Phase 3 Subdivision plans via conference call.

1.4 CSD Board Meeting Preparation

Prepared agenda and board packet and attended regular and special board meetings. Zoom conference meetings for COVID-19. Coordinated with remote Board Clerk, Asst. GM.

1.5 Bookkeeping, Billing, Invoicing, and Banking

General billing and invoicing. QuickBooks and financial accounting. Banking. Payroll.

1.6 Website Postings, Emails, File Management

Regular website maintenance and development. Website posting and document publishing. General e-mail responses/correspondence. Filing records, etc. Email responses.

1.7 Budgeting

General budget review. End of Fiscal Year review and reports.

1.8 Grant Research and Writing

Continued correspondence with SHN on water and wastewater planning grant applications. FEMA grant meetings, SDRMA claim. USDA Search Grant. Tasked SHN with research for funding River Pumps Emergency Back-up Generator.

1.9 Personnel

Management and coordination of personnel, scheduling, policy review, etc. Conducted new Operator job interviews. Trained new Administrative position.

Task 2 – Operations/Management of District Assets

Continued operations for water, wastewater, parks and recreation, streets and street lighting, and storm drainage. WW Board meeting/inspection NPDES review and coordination with all staff, CIWQS/Lyris reporting, local limits study, log pond vegetation removal, park rentals, etc.



Services July 2020

Principal*	0 hours @ \$108 per hour	\$ 0.00
General Manager*	137.75 hours @ \$78 per hour	\$ 11,066.84
Asst. GM	28 hours @ \$58 per hour	\$ 1,672.72
W/WW Operations Superintendent	10.25 hours @ \$58 per hour	\$ 612.34
GIS Analyst	2 hours @ \$72 per hour	\$ 148.32
Asst. Planner/Clerk*	0 hours @ \$62 per hour	\$ 0.00
Mileage Expenses	0 miles @ \$ 0.575/ mile	\$ 0.00
AMOUNT THIS INVOICE # 20-226-07		\$ 13,500.21

* time and activities may include travel.

Please make check payable to: Planwest Partners
P.O. Box 4581
Arcata, CA 95518
Tax Identification Number: 90-0262382

Scotia CSD: Planwest Partners Staffing - July 2020

Task	Planwest Partners Inc.												
	Budget	July	Senior Planner	General Manager LM	Asst. GM ST	Operations Super-intendent BG	GIS Analyst JB	Asst. Planner/ Clerk	Planning Tech/Admin	Expense	Month Total	Year to Date Total	Remaining Budget
Rate	\$231,715.68		\$94.76	\$80.34	\$59.74	\$59.74	\$74.16	\$63.86	\$43.26				
Task 1 - Administrative Duties	\$144,454.08										\$8,618.01	\$8,618.01	\$135,836.07
1.1 Administrative Duties				15.75	2.00					\$0.00	\$1,384.84	\$1,384.84	
1.2 Policies, Procedures, Ordinances				5.00	2.00						\$521.18	\$521.18	
1.3 Community Meetings prep & attendance				1.75							\$140.60	\$140.60	
1.4 CSD Board Meeting (Prep & Attendance, Minutes)				14.25							\$1,144.85	\$1,144.85	
1.5 Bookkeeping, Banking, Billing, and Invoicing				22.50							\$1,807.65	\$1,807.65	
1.6 Website/Emails/File Management				11.00			2.00				\$1,032.06	\$1,032.06	
1.7 Budgeting				0.50							\$40.17	\$40.17	
1.8 Grant Research and Writing				3.25							\$261.11	\$261.11	
1.9 Personnel				22.50	8.00						\$2,285.57	\$2,285.57	
Task 2 - Operations/Management	\$87,261.60										\$4,882.20	\$4,882.20	\$82,379.40
2.1 Treated Water, Raw Water, and Distribution				28.25	5.00	2.25					\$2,702.72	\$2,702.72	
2.2 Wastewater Collection, Treatment, Discharge, NPDES				9.00	9.00	8.00					\$1,738.64	\$1,738.64	
2.3 Stormwater and Drainage											\$0.00	\$0.00	
2.4 CSD Streets & Alleys, Street Lighting											\$0.00	\$0.00	
2.5 Parks Recreation: Community Forest, Theatre, Museum, Carpenter shop, Landscaping				3.50	2.00						\$400.67	\$400.67	
2.6 Land & Easements				0.50							\$40.17	\$40.17	
Staff Hours			0.00	137.75	28.00	10.25	2.00	0.00	0.00	Total Hrs	178.00		
Total	\$231,715.68	\$0.00	\$0.00	\$11,066.84	\$1,672.72	\$612.34	\$148.32	\$0.00	\$0.00	\$0.00	\$13,500.21	\$13,500.21	\$218,215.47

Monthly Expenses	Expense
Mileage: 0.00 @ \$0.575/mile (miles)	\$0.00
Noticing Expenses	\$0.00
Printing Expenses	\$0.00
Postage Expenses	\$0.00
Monthly Expense Total	\$0.00



2 proposed agenda items for August 20 BoT meeting Fwd: Covid-19: Resistance Obstructs Health Workers' Efforts - Bloomberg

Jane Hartford <jehartford9@gmail.com>
To: Leslie Marshall <infoscotiacsd@gmail.com>
Cc: Frank Bacik <FBacik@townofscotia.com>

Sun, Aug 2, 2020 at 11:59 AM

Hi Leslie,

I hope this finds you well.

1. **Could you please put the attached article and its content—in my opinion, it accurately reflects the reality of the Covid-19 pandemic deniers within the Community of Scotia-- on the SCSD's board meeting agenda for August 20?**

I have observed that many Scotia homeowners, some among the SCSD board members, are, in my opinion, in denial of the potential deadliness of Covid-19. In my opinion, those among us who live in denial about the potential deadliness of this virus are putting us all at risk. Examples of this denial is that I've been told by reliable sources, that some among us are holding family/friends/workers/parties in their backyards with no social distancing. Another example that has been presented to me is that some among us are walking around Scotia sans masks and are not observing social distancing as they walk...

In my opinion, if true, this sort of ignorant, entitled behavior is irresponsible and inappropriate for Scotia homeowners/residents given the directive of the Humboldt County Public Health Dept and an effort needs to be made by the SCSD to stop it. **I do not want people in our community to wait to take this virus seriously until people they know, and perhaps care about, start dying here.**

2. **Would you also please put a second item on the August 20 SCSD BoT agenda proposing green-waste pick up services in Scotia?** I believe the ToS opted out of this service years ago when the Scotia green-waste power plant was in operation and would take Scotia residents green-waste at no charge; but since this is no longer the case, I would like the SCSD BoT to take up this issue.

Thanks for your consideration.

Take care,
Jane

Jane Hartford
PO Box 143
Scotia, CA
95565

Begin forwarded message:

From: Jane Hartford <jehartford9@gmail.com>
Subject: Covid-19: Resistance Obstructs Health Workers' Efforts - Bloomberg
Date: August 2, 2020 at 12:21:05 AM PDT
To: Jane Hartford <jehartford9@gmail.com>

<https://www.bloomberg.com/opinion/articles/2020-07-30/covid-19-resistance-obstructs-health-workers-efforts>



2 proposed agenda items for August 20 BoT meeting Fwd: Covid-19: Resistance Obstructs Health Workers' Efforts - Bloomberg

Leslie Marshall <lesliem@planwestpartners.com>
To: Jane Hartford <jehartford9@gmail.com>
Cc: Leslie Marshall <infoscotiacsd@gmail.com>, Frank Bacik <FBacik@townofscotia.com>
Bcc: Paul Newmaker <PKNthe1@att.net>, Diane Bristol <dbristolscotiacsd@gmail.com>, Diane Erickson Bristol <dianebristol1226@gmail.com>, Susan Pryor <susanactionreality@sbcglobal.net>, scott pitcairn <s.pitcairn@hotmail.com>, Nina Sellen <ninasellen@yahoo.com>

Mon, Aug 3, 2020 at 1:25 PM

Hello Jane,

Thank you for your email. I will put your email and it's attachments under written communication for the August meeting. The Board may consider to agendize the matters at a later date, but as these are not matters directly related to Board oversight, they may choose to receive this information as strictly written communication and public comment. However, I must let you know:

- 1) The concerns you are expressing related to COVID-19 are not enforceable under the CSD jurisdiction, as our oversight is strictly limited to the services we provide (water, wastewater, parks & recreation, streets & street lighting, and storm drainage). COVID 19 related matters fall under the purview of County Health and the Sheriff's Department, as do all other concerns not specifically related to the services we provide.
- 2) It is my understanding that the residential green waste program at the Scotia plant was discontinued by the plant itself after residents abused the program by putting trash in with their green waste for disposal. Secondly, solid waste programs are under the purview of Eel River Recology, which provides both solid waste and recycling programs for the area. Again, CSD services are strictly limited to: water, wastewater, parks & recreation, streets & street lighting, and storm drainage. To provide these services, the CSD would need to go to LAFCo, enact those powers, go through a Prop 218 process, and have a program and facilities in place to handle greenwaste, none of which are feasible for the CSD at this time, in addition, those services are already offered through Eel River Recology, just not in Scotia.

Hopefully this information is helpful to you. Have a great day,

Leslie Marshall
[Quoted text hidden]

--
Leslie Marshall, General Manager

--
Scotia Community Services District
P.O. Box 104
400 Church St.
Scotia, CA 95565
(707) 764-3030
infoscotiacsd@gmail.com

--
PlanWest Partners
1125 16th Street, Suite 200
Arcata, CA 95521
(707) 825-8260

Confessions of a California Covid Nurse

A California county's efforts to stop the spread has also become a battle with the public's denial. Erica Dykehouse will wait for minds to change.

By [Michael Lewis](#)

July 30, 2020, 3:00 AM PDT



Public health nurses are waiting patiently for you. Photographer: David Paul Morris/Bloomberg

Michael Lewis is a Bloomberg Opinion columnist. His books include "Flash Boys: A Wall Street Revolt," "Moneyball: The Art of Winning an Unfair Game," "Liar's Poker" and "The Fifth Risk." He also has a podcast called "Against the Rules."

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COMMENTS

▲ 27

In this article

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The Humboldt County Public Health department in California is inside what used to be a juvenile jail. The offices are former prison cells. A few of the doors still have the small windows with the sliding panels that allowed guards to observe prisoners. The basement is a dungeon, the lab equipment is jammed into a small room never meant to be a lab, and the staff are on top of each other in ways that would have seemed unhealthy even before the pandemic. I asked the county's head of infectious disease if she could help me identify the building's architectural style. She had to think about it. "Old," she finally said.

When Erica Dykehouse, one of the county's two infectious-disease nurses, arrives at this building each morning, the first thing she does is search her databases for new positive Covid-19 tests. Up until the county confirmed its first coronavirus case, on Feb. 20, she'd spent her days tracking the odd case of measles or syphilis or one of the 80 other diseases people gave to each other. She worked an ordinary 40-hour week with the sense that basically no one outside her office had any idea what public health nurses did, or that they even existed. But she loved her job, thought of it as her calling. She'd traded a better-paying job as a primary care nurse, in which she found herself solving the same health problems over and over, for one where she felt she could help prevent those health problems from occurring in the first place. "The downside is you can't quantify what you prevented," she said.

More from

The
Problem: Remote
Learning

Now she worked 16 hours a day trying to prevent the spread of the coronavirus. She started each day with three coronavirus testing databases: the big one compiled by the state of California; a new one from

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Covid-19 Puts the Spotlight on Younger Generations

The Ugly, Unfinished Fight for Suffrage

Optum Inc., a testing company working in partnership with the state; and the tiny one from the county's small in-house lab. Some counties had lost their labs to budget cuts but Humboldt still had one, such as it was. It was never intended for more than a few chickenpox tests a week, and now it strained to pump out the

results from 100 coronavirus tests every day. But the positives they found were a huge relief to Erica, because they'd processed the tests inside of 24 hours. That speed allowed her to locate contagious people and isolate them before they did damage.

Unfortunately, the vast majority of the tests were done at the big new Optum site, or inside local hospitals, and processed by Quest Diagnostics and LabCorp. Five months into the pandemic, the two giant private testing companies were taking more than a week to send back results. "If I look at Optum I always ask, 'What am I going to do with this, because the result is eight to 10 days old?'" said Erica. "Your ability to contain is over." By the time she got ahold of people to inform them that they had Covid-19, they no longer had Covid-19. There was no point in isolating them.

Still, she felt obliged to try to run to ground every single person the carrier might have infected over the previous two weeks – even as the lost time gnawed at her. Two weeks! The state of California was paying Quest Diagnostics \$160 a test for results that were, in practice, useless, except as a make-work program for badly stressed public health nurses – while the county's own little lab made nothing by processing the tests efficiently. This was one of several bizarre aspects of the pandemic that Erica Dykehouse was still getting her mind around.

She now kept a diary of sorts. The federal government required her to fill out a form for every case. She got to these around 9 at night. Rather than simply fill in the blanks, as she'd done before the pandemic, she wrote up everything that happened so she could go back and see how and when things had changed. Back in March, for instance, she'd been required to ask the new positives if they had shared food with others, or touched communal surfaces, or walked through rooms with other people in them, or – well, there'd been all kinds of theories about how the virus spread, and the guidance she received in the morning was sometimes obsolete by that night. By June she was asking people with Covid-19 a single question: Who have you been within 6 feet of for more than 15 minutes? Six feet, 15 minutes. "Food isn't a carrier," said Erica. "It's not 'They walked through a room and got it.' It's people who sat down at a party and spent time talking."

Her diary also recorded the behavior of the citizens of Humboldt County. Early on, they'd been cooperative. Though no one was pleased to hear they had Covid-19, people respected her authority. They behaved much as people had before the pandemic, when she told them they needed to isolate themselves. "They go through all of the things they were supposed to be doing," she said. "Everyone just goes to their mental calendar. 'How am I supposed to stay home? I was supposed to go to my girlfriend's baby shower.'" Erica always tried to help them sort out their problems. "I have to make sure I'm offering something to them, so they give something back," she said.

What she now wanted from them was a list of everyone who had come within 6 feet of them, for 15 minutes, since they'd been infected.

And they did their best to comply – at least until the middle of May, just after the state's shelter-in-place order was lifted. From that point on, her diary tells the story of a discomfiting change. People had less and less interest in what she had to say; they seemed to now think they knew everything they needed to know. "A lot of these people are getting their medical information off Facebook," said Erica. People stopped returning her calls. People hung up on her. People even lashed out at her. "It's the first time in this job I'm experiencing people hanging up on me – except with STDs," said Erica. "Most of the time you call and say, 'I'm a nurse from Public Health' and they talk to you or call you back. We're used to people trusting us. Now they don't. That's been very weird."

Two cases stuck in Erica's mind. One was a couple in their 70s, both possibly contagious. She'd found them, told them to quarantine, and they had turned right around and hosted a big Fourth of July BBQ. When she tried to contact guests who might have been infected, she found them either dismissive or outright rude. "You have these whole little social networks that are hostile," she said. "Most of the time they are polite enough just to hang up. But I'm trying to develop a thick skin."

The other case that stuck in her head was the meth dealer. The Public Health nurses had gotten to him soon after he'd been infected and, though he was dismissive of their advice, said he would isolate himself. Erica suspected he was still sneaking out at night, and her suspicion was confirmed when he infected a buddy of his, who in turn infected his daughter-in-law. The buddy's daughter-in-law, who had no symptoms, went to her job at Alder Bay Assisted Living, a nursing home in Eureka. More than a dozen staff members and residents became infected. Four died.

That all this should happen in Humboldt County is a bit of a surprise. Its health officers had been quick to grab whatever help they could find – and use it. They'd been the first in the entire state to get their act together and set up an Optum testing site after the state offered all 58 counties funding for testing. They'd been enterprising, and they also enjoyed some natural tactical advantages. Surrounded on three sides by oceans of evergreen trees and on the fourth by the actual ocean, Humboldt County is about as close as you come in California to an island in the middle of nowhere. If any county was going to defend itself from the virus, Humboldt might be it. But by late June, Erica and her colleagues sensed that everything was moving in the wrong direction. "We feel like we're losing control of the situation," one of the county health officers said. "People are getting it and we don't know where."

Consider Erica Dykehouse and the situation in which she finds herself. She has many good reasons to throw her hands in the air and tell society to shove it. Big companies are collecting huge sums of money for useless test results. People are breaking rules and turning what might be single infections into networks of possible infections. Each new positive is taking longer than the last to trace. Her efforts to prevent the spread of disease are now as likely to be met with abuse and derision as with gratitude and cooperation. On top of it all, she and her colleagues are spent. At one

point, Erica went 20 days without a break, until she collapsed.

And then there's the bigger picture – which she can still glimpse through the window of her cell-like office. From her desk, she stares right into the side of a building that's more or less glued onto the ancient juvenile jail but is clearly newer and more expensive. The bioterrorism lab, it's called. The county built it after the anthrax attacks on Capitol Hill, back in 2001. Since those attacks, American public health officials quickly learned, equipment to defend against bioterrorism was the one thing that you could get money for. Not staff, not space, not training, not the ability to plan for infectious disease; if you wanted resources, you had to use it to prepare for the coming attack against the society. "We had all this equipment just sitting there," said Erica. "We never use it, so if there is an event, we don't know how to use it." The health department's lab guy had impressed her by realizing this, and finding clever ways to operate the machines, so that in the event some bioterrorist appeared in Humboldt County, they'd know how to test for whatever he brought with him.

Yet when the attack finally came, it came from within. "Can I just say one thing?" Erica asked, after I'd finished asking her questions. "I've never had an interest in serving in the military. But this is the closest I've ever been. There's nobody to replace us. If we don't show up, there's nobody to show up." Her job, as she now sees it, is to keep the door to the Public Health office open, until the American public is ready to be saved from itself. "There will come a time when their minds will be changed," she said. "Once the reality hits them – when they see a friend of theirs die. Or someone young die. I don't want them to feel confrontational. I want them to know I'll be here for you. I'll take your call even though you treated me like dirt."

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tip for our reporters?
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To contact the author of this story:
Michael Lewis at mlewis1@bloomberg.net

To contact the editor responsible for this story:
David Shipley at davidshipley@bloomberg.net



Fwd: Airborne Transmission of COVID-19, Lost in the Wilderness, A Rare Viking Helmet and More

Jane Hartford <jehartford9@gmail.com>
To: Leslie Marshall <infoscotiactsd@gmail.com>

Fri, Aug 14, 2020 at 7:39 AM

Hi Leslie,

Would you kindly put the Smithsonian's Airborne Transmission of COVID-19 piece in the SCSD Board's packet as well?

Thanks--and take care,

Jane Hartford
PO Box 143
Scotia, CA 95565

Begin forwarded message:

From: Smithsonian Magazine <Smithsonian@mail.smithsonian.com>
Subject: Airborne Transmission of COVID-19, Lost in the Wilderness, A Rare Viking Helmet and More
Date: August 12, 2020 at 2:42:09 PM PDT
To: jehartford9@gmail.com
Reply-To: Smithsonian@mail.smithsonian.com

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What Scientists Know
About Airborne
Transmission of the New
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COVID-19

What Scientists Know About Airborne Transmission of the New Coronavirus

Aerosol experts, from engineers to doctors, weigh in on the ability of tiny droplets to transmit the virus that causes COVID-19



A customer talks to a waiter in a mask while eating his meal at a table divided with transparent panels in Bangalore, India. (Photo by MANJUNATH KIRAN/AFP via Getty Images)

By Jim Daley
smithsonianmag.com
August 12, 2020

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Over the past few months, an increasing number of scientists, clinicians, and engineers have called for greater recognition that aerosols, in addition to larger droplets can transmit the novel coronavirus that causes COVID-19. While the difference is literally miniscule, acknowledging this route of transmission would result in significant changes in how the public can bring an end to the global pandemic. In the near term, it would inform social distancing and mask wearing recommendations from local governments, and in the long term, engineers and architects will need to rethink ventilation and air filtration in the design of everything from schools to cruise ships.

Aerosols are microscopic particles that can remain airborne for hours, and carry pathogens up to dozens of meters, under the right conditions. Scientists who study airborne infection generally consider aerosols to be particles smaller in diameter than five micrometers, or 0.005 millimeters, less than one-tenth the width of a human hair. Larger droplets, commonly referred to as “droplets,” expelled by sneezing or coughing tend to fall to the ground or other surfaces rather quickly, while aerosols hang around for minutes to hours. How long a virus can remain airborne depends on the size of the droplet containing it. “That determines everything about how far it can travel, how long it can stay airborne before it falls to the ground,” says Linsey Marr, a professor of civil and environmental engineering at Virginia Tech.

How long aerosolized viruses, including SARS-CoV-2, the novel coronavirus, can remain infectious is still unclear, but some experiments have shown it is possible “for many hours,” says Marr. In one such experiment, published in April in the *New England Journal of Medicine*, researchers found that aerosols of SARS-CoV-2 sprayed from a nebulizer had a half-life—the time it takes for 50 percent of virus to stop being infectious—of more than an hour. In another, published in June by the *Centers for Disease Control and Prevention*, aerosols containing SARS-CoV-2 stayed infectious for up to 16 hours after being similarly aerosolized.

All of the experts who spoke to *Smithsonian* for this article agreed that the likelihood of the virus being transmittable through aerosols only underscores the need for the public to continue their hand-washing and mask-wearing—which blocks aerosol sprays to varying degrees depending on the type of mask worn. The concentration of aerosols is heaviest near an infected person, so social distancing also remains very important for limiting the virus’ spread.

Jones adds that the possibility of airborne transmission raises the issue of how to protect workers in healthcare and other settings alike. A shortage of respirators means that the devices should go to healthcare workers first, but if they become more widely available, service industry and transportation workers might benefit substantially from access to them. Surgical masks offer some protection, but it may not be enough for workers who routinely interact with the public.

For months after the pandemic began, the World Health Organization (WHO) [had been hesitant](#) to accept aerosols were a likely transmission route for the coronavirus. The agency suggested that airborne transmission was likely only during certain medical procedures such as intubation, and focused its warnings on infection risks associated with larger droplets expelled by coughing or sneezing. But evidence that the coronavirus could travel via aerosols began piling up. In a study that was [published online](#) in May before being peer reviewed, researchers found SARS-CoV-2 could be carried on a person’s breath, and in June, Marr co-authored a study in *Indoor Air* that added to the evidence the novel coronavirus could be airborne. A commentary published on July 6 in *Clinical Infectious Diseases* and co-signed by 239 scientists, clinicians, and engineers called on health officials to recognize the possibility of airborne transmission. A day later, the WHO officially announced that the novel coronavirus SARS-CoV-2 can spread via aerosols. Benedetta Allegranzi, technical leader of the WHO task force on infection control denied that the publication of the commentary had any relation with WHO softening its position.

“Outside of health care settings, some outbreak reports suggest the possibility of airborne transmission in indoor crowded spaces with poor ventilation,” says Allegranzi in an email to *Smithsonian*. “More (and high quality) research is needed to elucidate these kind of settings [and] outbreaks and the relative importance of different transmission routes.”

Marr, who co-signed the commentary in *Clinical Infectious Diseases*, penned an op-ed in the *New York Times* that called the agency’s updated position “grudging partial acceptance.” She described the difficulties in determining whether a virus can be airborne to *Smithsonian*. First, a researcher has to sample the air in a potential area of infection with a device like vacuum cleaner, and then they have to show that any viruses collected with it are still alive and infectious, Marr explains. Finally, they have to determine whether people can get sick if they breathe in the airborne virus. “All those steps are actually very hard to demonstrate for any particular route of transmission,” she says. Researchers have been able to confirm the first two steps—that the novel coronavirus can be carried on aerosols and that it can remain infectious—and so far [demonstrated](#) the third step with ferrets, but not humans.

When suggesting infection control measures, epidemiologists typically don’t consider aerosols unless they are seeing transmission travel longer distances, such as between rooms. But that could be looking at airborne transmission backwards, according to Marr. “I guarantee it’s more important when people are close together,” because the plume of aerosols and respiratory droplets an infected person exhales gets diluted farther away.

Rachael Jones, a professor of family and preventative medicine at the University of Utah, published a framework for determining the likelihood of a virus going airborne in the *Journal of Occupational and Environmental Medicine* in 2015. Jones says prevailing ideas about infection control that emphasize large-droplet respiratory sprays generated by sneezing or talking don’t reflect the current understanding of aerosols. “When we measure the viruses in respiratory aerosols, we find a lot of [them] in the smallest particles which can be inhaled,” she says. Infection control procedures oriented around large-droplet transmission focus on controlling droplets that splash onto the face, she added, but if the coronavirus can initiate infection deep in the respiratory tract, tiny aerosols that can carry virus down into it would require procedures be implemented that prevent people from breathing them in.

Lidia Morawska, who co-authored the commentary in *Clinical Infectious Diseases*, was one of the first researchers to argue that the novel coronavirus could travel on aerosols. Morawska, a professor of atmospheric sciences and environmental engineering at Queensland University of Technology in Australia, published a study online in April in *Environment International* that argued SARS-CoV-2 was likely airborne based on previous studies of other coronaviruses. She says a small community of scientists has been advocating for health experts to acknowledge the likelihood of aerosols as an avenue of respiratory infection for decades. Most buildings are completely unprepared for an airborne respiratory disease because they lack the kind of ventilation and air filtration systems that could minimize spread, she says. “For years, we’ve been trying to bring this to their attention to prepare the right approaches for building interiors to be prepared against respiratory infection transmission.”

Reluctance to accept the likelihood of airborne infection is not new, says Donald Milton, the other co-author of the commentary. Milton is a professor of environmental and occupational health at the University of Maryland, though he calls himself an “aerobiologist.” He has been studying aerosols as infection routes for four decades. He says a book published more than a century ago by the noted public health administrator Charles Chapin, titled *The Sources and Modes of Infection*, still influences infection control beliefs today. At the time of its publication, the medical community was working hard to dispel the ancient fallacy that so-called miasmas, or “bad airs,” were the source of all disease. “Transmission via aerosols sounded too much like miasmas and pestilential vapors,” Milton says.

Tuberculosis was widespread in Chapin’s day: in 1900, it was the [leading single cause](#) of death in the United States, killing 194 of every 100,000 Americans. Microbiologist Robert Koch discovered it was caused by bacteria in 1882, but many still blamed it on “bad airs,” and the New York City Department of Health officially [acknowledged](#) it was infectious only in 1894. While Chapin briefly acknowledged the possibility tuberculosis could be transmitted by “dust-borne bacteria,” he wrote that it was better to concentrate on contact and spray-borne (or droplet-borne) transmission. “He said we shouldn’t talk about [aerosols] because it might dissuade people from washing their hands and being hygienic,” Milton says.

That dogma was adhered to for decades, and Milton says it is pretty much what you hear today from a lot of infectious disease people.

Until 2004, no one had definitively established whether tuberculosis could be airborne. Kevin Fennelly, a pulmonologist at the National Institutes of Health, published [the first study](#) to quantify tuberculosis-causing pathogen amounts in aerosol droplets, but even then he wasn’t sure it could be carried on a patient’s breath. Fennelly says it wasn’t until an “unexpected and kind of revolutionary” study published in 2014 in *PLOS One* changed the thinking around pathogens and exhaled breath. “Over time, I’ve become a convert to the data,” he says. Last month, he published a viewpoint in *The Lancet* arguing that in light of the COVID-19 pandemic, infection-control measures need to include guidelines around masks and respirators to protect healthcare workers from aerosols.

Jones adds that installing effective ventilation systems in public buildings and businesses is critical, but acknowledges that doing so will be a complex endeavor. “We don’t have a lot of off-the-shelf designs for those systems, so I think it’s an area to look in terms of research development and major changes in how we think about the configuration of public spaces.”

Morawska says old dogma around routes of transmission that ignore aerosols as a possible avenue must be updated to include them, and added that she hopes the pandemic will inspire everyone from public health officials to architects to rethink how they approach infection control. Humanity is “better prepared to deal with an incoming asteroid” than with a novel virus, she says. “We need to completely rethink the issue of design of buildings, provision of ventilation and how we operate buildings.”

Editors’ Note, August 13, 2020: This article originally misstated the name of Donald Milton. We regret the error.

Scotia Community Services District Staff Report

Date: August 20, 2020
To: Scotia CSD Board of Directors
From: Leslie Marshall, GM
Subject: Adopt Resolution No. 2020-11 A Resolution of the Scotia Community Services District Board of Directors Amending the Personnel Policies and Procedures

RECOMMENDATION:

Staff recommends the Board review the Personnel Policies Update and adopt Resolution No. 2020-11 A Resolution of the Scotia Community Services District Board of Directors Amending the Personnel Policies and Procedures.

ACTION:

Motion to adopt Resolution No. 2020-11 A Resolution of the Scotia Community Services District Board of Directors Amending the Personnel Policies and Procedures

DISCUSSION:

The California Domestic Partnership legislative update, SB 30, changed the Domestic Partnership language and who is deemed eligible to register for a Domestic Partnership in the state of California. A notarized Affidavit allows a new hire employee to add a Domestic Partner to coverage when they first become eligible for benefits or existing employee/retiree to add a Domestic Partner to coverage during Open Enrollment without registering through the state of California.

Section 6.14 under Benefits has been updated to include a provision stating that dependents of SCSD employees or retirees who are Domestic Partners can receive benefits from the District as long as the Domestic Partnership is legally registered with the State of California and/or there is a current and valid Notarized Affidavit of Domestic Partnership on file with the District.

FISCAL IMPACT:

No Fiscal Impact, dependent and partner coverage paid by employee.

ATTACHMENTS:

Attachment A: Resolution 2020-11 Personnel Policies and Procedures
Attachment B: Personnel Policies (draft) in redline to show changes.

RESOLUTION NO. 2020-11

**A RESOLUTION OF THE SCOTIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
AMENDING THE PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, the Scotia Community Services District (“Scotia CSD”) is organized and operates pursuant to the California Government Code Section 61000, *et seq.*; and

WHEREAS, California Government Code Section 61045(g) requires the Board to adopt administrative policies, including personnel policies, for the operation of the Scotia Community Services District; and

WHEREAS, to provide direction on all personnel issues in the Scotia CSD, and to ensure the consistent application of all federal, state, local and District rules and regulations regarding District employees, it is necessary to adopt a personnel policy; and

WHEREAS, the Personnel Policies and Procedures required update to reflect the SCSD’s right to conduct a pre-employment physical for applicants responding to a job within the Operations Division of the District to ensure the applicant is able to perform the duties of the job with or without accommodation; and

WHEREAS, the original Personnel Policies and Procedures were adopted on January 21, 2016 under Resolution 2016-1 and was amended under Resolution 2018-18 and again amended under Resolution 2019-22 and further amended under Resolution 2020-4, and is amended under this resolution, and may be amended again at any time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Scotia Community Service District as follows:

Section 1: The Recitals set forth above are incorporated herein and made an operative part of this Resolution.

Section 2: The Scotia Community Services District Personnel Policies and Procedures, dated August 20, 2020, attached hereto as Exhibit “A” and by this reference made a part hereof, is hereby adopted as the official personnel policy and procedures of this District.

This resolution shall be effective upon its adoption.

Dated: August 20, 2020

APPROVED:

ATTEST:

Paul Newmaker, Board President, Scotia CSD

Board Clerk, Scotia CSD

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2020-11, passed and adopted at a regular meeting of the Scotia Community Service District Board of Directors, County of Humboldt, State of California, held on the 20th day of August 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD

Attached: Scotia Community Services District Personnel Policies and Procedures



PERSONNEL POLICIES AND PROCEDURES

OF THE

SCOTIA COMMUNITY SERVICES DISTRICT

Adopted November 15, 2018

Amended March 19, 2020

SECTION 1.0 BASIS OF AUTHORITY

11 Resolution No. 2016-1 dated 1/21/2016, Amended in Resolution No. 2017-12 dated 12/14/2017, Amended in Resolution No. 2018-18 dated 11/15/18, [Amended in Resolution 2020-9](#)

12 Intent

1.2.1 The purpose of the Scotia Community Services District (“SCSD”) Personnel Policies and Procedures document is to provide direction on all personnel issues in the SCSD. The Personnel Policies and Procedures will ensure consistent application of all personnel rules and regulations for all District employees.

13 District Rights

1.3.1 It is the exclusive right of SCSD, except as otherwise provided in these policies and procedures, to make all decisions of a managerial or administrative character, including but not limited to:

1.3.2 Managing and directing its business and personnel.

1.3.3 Managing, controlling, and determining the mission, its divisions, building facilities and operations.

1.3.4 Creating, changing, combining or eliminating jobs, policies, divisions and facilities in whole or in part.

1.3.5 Subcontracting or discontinuing work for economic or operational reasons.

1.3.6 Specifying or assigning work requirements, including overtime.

1.3.7 Scheduling working hours and shifts.

1.3.8 Adopting rules of conduct and penalties for any violations.

1.3.9 Taking whatever action necessary to prepare for, and to operate in, an emergency.

1.3.10 Hiring, promoting, transferring, assigning, classifying positions, retaining employees, and suspending, demoting, discharging or taking disciplinary action against employees.

1.3.11 Terminating, demoting or furloughing employees from duties for legitimate reasons. The General Manager may determine the order of layoff and those employees who will be affected based on the needs of the District.

1.3.12 Determining the policies, standards, procedures, methods, means and personnel by which SCSD operations are to be conducted.

1.3.13 Nothing in these policies and procedures shall be construed to interfere with the SCSD’s right to manage its operations in the most economical and efficient manner consistent with the best interests of all the citizens of SCSD.

SECTION 2.0 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

21 Equal Employment Opportunity Policies: It is the policy of the SCSD to comply with the spirit and letter of all laws prohibiting discrimination. The SCSD shall provide equal opportunity in the provision of programs, services, and employment opportunities. No person shall be discriminated against regarding recruitment, selection, appointment, training, promotion, retention, discipline, or other aspects of employment because of race, creed, color, religion, sex, marital status, ancestry, national origin, physical disability, mental disability, medical condition, age, political affiliation, sexual orientation, or other non-merit factors.

2.1.1 Definitions

Non-Discrimination: The following laws establish requirements for non-discrimination in employment:

- a. Title VII of the Civil Rights Act of 1964 (Title VII) prohibits employment discrimination based on race, color, religion, sex, or national origin.
- b. The Equal Pay Act of 1963 (EPA) protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination.
- c. The Age Discrimination in Employment Act of 1967 (ADEA) protects individuals who are 40 years of age or older.
- d. Title I and Title V of the Americans with Disabilities Act of 1990 (ADA) prohibit employment discrimination against qualified individuals with disabilities in the private sector and in state and local governments.
- e. Sections 501 and 505 of the Rehabilitation Act of 1973 prohibit discrimination against qualified individuals with disabilities (who work in the federal government).
- f. The Civil Rights Act of 1991, among other things, provides monetary damages in cases of intentional employment discrimination.
- g. The California Fair Employment and Housing Act establishes the requirement for nondiscrimination in employment based on race, religion, creed, color, national origin, age (40 and over), ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, or denial of family and medical care leave.

Discrimination in employment as prohibited by federal, state, and other directives includes but is not limited to:

- a. Exclusion from employment or work activities for non-job-related reasons.
- b. Verbal harassment; e.g., racial or ethnic slurs or epithets.
- c. Harassment of any kind initiated because of an individual's race, sex, age,

handicap, religion, or ethnicity.

Sexual Harassment: *Sexual harassment in any form will not be tolerated by the SCSD.* Harassment based on sex is a violation of Title VII of the Civil Rights Act of 1964, as amended, and The Fair Employment and Housing Act, Government Code Section 12940. Sexual Harassment includes but is not limited to:

- a. Verbal harassment; e.g., graphic verbal comments about an individual's body, suggestive letters or notes, swearing, cursing, derogatory comments, or slurs that have a sexual connotation.
- b. Physical harassment; e.g., touching, assault, impeding or blocking movement, or any interference with normal work or movement when directed sexually at an individual.
- c. Visual forms of harassment; e.g., sexual gestures, derogatory or sexually suggestive posters, cartoons, or drawings of a sexual nature.
- d. Quid pro quo: conditioning an employment offer or benefit upon an exchange of sexual favors.
- e. Sexual advances or harassment which interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

22 Sexual and Other Harassment Policies

2.2.1 It is the policy of the SCSD to provide a workplace free of harassment. Harassment is prohibited, is considered an act of misconduct and may result in disciplinary action up to and including termination. This policy applies to all the SCSD's employees and agents, including supervisory and non-supervisory employees. All supervisors and managers are responsible for implementing and monitoring compliance with this policy.

2.2.2 Harassment is defined as unwelcome or unsolicited verbal, physical, sexual, or visual conduct which is made a term or condition of employment; is used as the basis for employment decisions; or creates an intimidating, hostile, or offensive working environment. Examples of what may be considered harassment, depending on the facts and circumstances, include, but are not limited to, the following:

- a. Verbal harassment: Derogatory or vulgar comments regarding a person's race, sex, gender, age, religion, ethnic heritage, national origin, disability, or other classifications protected by law; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, notes or invitations.
- b. Physical harassment: Hitting, pushing, touching, assaulting, impeding or blocking movement or other aggressive physical conduct, or threats to take such action.

- c. Sexual harassment: Unwelcome or unsolicited sexual advances, demands for sexual favors, or other verbal or physical conduct of a sexual nature. Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either (1) submission to such conduct is made an explicit or implicit term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- d. Visual harassment: leering, making sexual gestures, displaying sexually suggestive objects, pictures, cartoons, posters, or other writing or graphic materials.

2.2.3 Any employee who has a complaint of harassment at work involving anyone, including supervisors, co-workers, or visitors, should promptly notify the General Manager.

2.2.4 Supervisors who become aware of any harassment, whether it involves employee-to-employee, employee-to-supervisor or supervisor-to-employee conduct, must promptly report the matter to the General Manager. If supervisors observe such harassment, they should take immediate action to stop it and report it to the General Manager.

2.2.5 Special privacy safeguards will be applied in handling all harassment complaints. All employees should be aware that the privacy of the charging party and the person accused of harassment will be, to the extent practicable, kept confidential. The SCSD will take appropriate corrective action, up to and including termination of employment, to remedy all violations of this policy.

The SCSD strictly prohibits any form of retaliation against anyone who complains of harassment to management.

23 Gender Discrimination Policy Statement: The SCSD is committed to equal employment opportunity for all employees and applicants for employment without regard to an individual's gender or other non-merit factors. Applicants of all genders will be recruited for all vacancies.

Employees of all genders shall have equal opportunity to any available job that they are qualified to perform. No distinction shall be made between genders in compensation, benefits, or other conditions of employment.

24 Religion and National Origin Policy Statement: The SCSD is committed to providing equal employment opportunity and shall not discriminate against any employee or applicant for employment because of religion, national origin, or other non-merit factor. The SCSD shall make reasonable accommodations to the religious observances and practices of employees or prospective employees when such accommodation can be made without undue hardship on the conduct of business. Business necessity, costs or expenses,

and any resulting personnel problems will be considered when deciding on reasonable accommodation.

- 25 Americans with Disabilities Act (“ADA”) Policy Statement:** It is the policy of the SCSD to comply with the ADA and all other laws that prohibit discrimination. The SCSD shall hire otherwise qualified applicants who can perform the essential functions of the job without regard to an individual's physical or mental disability. The SCSD shall reasonably accommodate the physical or mental disabilities of employees or applicants who are otherwise qualified unless the accommodation would impose an undue hardship.

26 Equal Employment Opportunity Program Details

- 2.6.1 Responsibilities:** To ensure equal employment opportunity for all individuals, the SCSD has designated specific responsibilities to various staff members. The following positions shall undertake the responsibilities described below.

SCSD Board of Directors: The Board has the ultimate responsibility for setting a climate in which equal employment opportunity goals can be achieved through the establishment of policy and supporting programs.

General Manager: The General Manager has overall responsibility for all Equal Employment Opportunity Issues and compliance with the Americans with Disabilities Act. The General Manager shall ensure that the organization's policies of equal opportunity are effectively implemented at all levels of the organization.

Managers and Supervisors: Each manager and supervisor shall ensure that the SCSD's policy of equal employment opportunity is implemented in the unit and shall:

- a. Assure compliance with Equal Employment Opportunity/Affirmative Action and Americans with Disabilities Act programs and policies in their divisions.
- b. Assist in developing and implementing Equal Employment Opportunity/Affirmative Action and Americans with Disabilities Act programs.
- c. Ensure that the SCSD's policies and programs are communicated and upheld by all unit employees.
- d. Develop and implement equal employment in response to identified deficiencies in the divisions.
- e. Cooperate in the investigation and resolution of discrimination complaints.
- f. Ensure that all recruitments, interviews, offers of employment, development programs, transfers, job assignments, promotions, and separations are consistent with the SCSD's Equal Employment Opportunity policy.

Employees: Employees shall adhere to and support Equal Employment Opportunity policies and procedures and the Americans with Disabilities Act via their actions and behaviors.

The EEOP can be contacted for additional information or support at (916)227-2859 or at workplacefairness.org.

27 Complaint Process

2.7.1 Complaint Process: This section states the SCSD's policy, guidelines, and procedures regarding discrimination and sexual harassment.

The SCSD's policy is to provide a work environment free from any type of discrimination and sexual harassment. Discrimination and sexual harassment are illegal and will not be tolerated by the SCSD. Appropriate disciplinary action, including the possibility of termination, will be taken against employees found responsible for discrimination or sexual harassment, and against supervisors who allow such practices to continue.

The SCSD will not discriminate against or harass any employee for filing a complaint. Employees, supervisors or managers who retaliate against an employee for filing a complaint are in violation of this policy.

2.7.2 Process for Resolving Complaints: The SCSD encourages employees to try to resolve their complaints informally within their divisions before considering a formal complaint. However, employees may file a formal complaint without going through the informal complaint process.

2.7.3 Date of Occurrence: The date and time that an employee realizes that he or she has been discriminated against or sexually harassed. The date of occurrence is an important factor in the investigation process.

2.7.4 Informal Complaint Process: An employee who believes that he or she is being discriminated against or sexually harassed by a co-worker or supervisor is encouraged to:

- a. Confront whoever is doing the discriminating or harassing in a polite but firm manner. The employee should state how he or she feels about what is occurring.
- b. Request the person to stop the discriminating/harassing behavior because it is intimidating, offensive, and/or uncomfortable. If possible, the employee should bring a witness for this discussion.
- c. Write a statement for the employee's own records about the incident, noting the date of occurrence, time, and other details; summarize in writing the results of any conversation(s) with the person who is doing the discriminating/harassing. This information may be important if there is a formal investigation later.

If the discrimination or harassment continues and has not been resolved in the daily work environment, or if the employee does not wish to confront the person doing the discriminating or harassing, the employee is encouraged to present the complaint as follows:

- a. If a co-worker perpetrates the discrimination or harassment, the employee should present the complaint to his or her supervisor.

- b. If the employee's supervisor perpetrates the discrimination or harassment, the employee should present the complaint to the next level of management.
- c. If the employee does not feel comfortable with the above, or if the supervisor or manager would be the General Manager, he or she should present the complaint to the SCSD Board of Directors. The supervisor or next level of management will attempt to resolve the issue with an objective, confidential investigation to begin within three working days of the date of the employee contact.

A written response will be given to the employee within fifteen (15) working days of the date of the employee contact.

2.7.5 Formal Complaint Process: If the employee chooses to bypass the informal complaint process, a formal complaint shall be made no later than 10 days after the employee should reasonably have been aware of the alleged act of discrimination or harassment.

If the complaint is not resolved through the informal complaint process, a formal complaint should be made as soon as possible, but not later than 45 days after the employee should reasonably have been aware of the alleged act of discrimination or harassment, or if the employee chooses to bypass the informal complaint process, then a formal complaint may be presented in one of two ways:

- a. In writing to the General Manager (or to the SCSD Board of Directors if the complaint is against the General Manager)
- b. Orally to the General Manager (or to the SCSD Board of Directors if the complaint is against the General Manager)

Within five (5) working days of receiving the complaint, the General Manager (or if the complaint is against the General Manager, the SCSD Board of Directors) will appoint an investigator to conduct a thorough and impartial inquiry. The investigation shall be kept as confidential as legally allowed.

The investigator will interview the parties involved and complete a written report including recommended course of action for the General Manager (or SCSD Board of Directors) within a timely manner of receiving the complaint. The General Manager (or SCSD Board of Directors) may extend the time required for completion of the investigation if there are extenuating circumstances.

Within five (5) working days of receiving the recommendation, the General Manager (or SCSD Board of Directors) will take appropriate action to resolve the complaint within (10) working days of receiving the report.

The employee who initiated the complaint will be notified of the decision through his or her manager unless the complaint was against the manager, in which case, the General Manager will contact the employee. If the complaint was against the General Manager, the Board of Directors will contact the employee.

SECTION 3.0 PERSONNEL POLICIES

3.1 **Classes of Employment:** Employment classifications shall be included in each job description and may include, but shall not be limited to, the following:

- 311 Regular Full-Time Employee:** An employee who is appointed to a regular, allocated position, regularly scheduled to work eighty (80) hours per bi-weekly pay period.
- 312 Regular Part-Time Employee:** An employee who is appointed to a regular, allocated position, regularly scheduled to work at least thirty (30) hours per bi-weekly pay period, but not more than 1,040 hours per calendar year and whose employment is anticipated to exceed 6 months in duration.
- 313 Part-time Extra Help Employee:** An employee who is appointed to a position to work less than thirty (30) hours per bi-weekly pay period and whose employment is anticipated to exceed 3 months in duration. Such employees do not receive any leave, health insurance, or other benefits, except those required by law.
- 314 Seasonal Employee:** An employee who is appointed to a position which is either seasonal in nature (not to exceed six months in a calendar year) and recurs year to year, or who covers peak workloads, regular employee absences, or a vacant position for a period not to exceed nine months. Such employees do not receive any leave, health insurance, or other benefits except those required by law.

3.2 **Working Hours / Pay Information**

- 321 Work Hours:** The SCSD shall establish regular work hours for each employee. The General Manager may change working hours of individual employees to accommodate the functional needs of the SCSD. Alternate work schedules may be authorized by the General Manager provided the alternate schedule does not disrupt or interfere with business operations and service to customers. Employees on alternate work schedules may be required to alter such schedule to cover for absences of other staff members. When possible, forty-eight (48) hours advanced notice shall be provided for change in working hours. For the purposes of pay, hours worked include all the time during which an employee is required to be on the employer's premises, on duty, or at a prescribed work place.

Employees are required to track their time as directed by the General Manager, including utilizing a time clock if available.

- 322 Workweek:** The workweek is Sunday through Saturday, except that the General Manager may specify an alternate workweek period for any employee. The base compensation for employees shall be deemed to be compensation per bi-weekly pay period and is predicated upon a forty (40) hour workweek for full-time employees. A bi-weekly pay period shall consist of eighty (80) working hours for full-time employees and the base compensation provided shall be payment in full for all services rendered to the SCSD except as otherwise provided.

Typical work week will be five (5) 8-hour shifts during non-daylight savings time, and four (4) 10-hour shifts during daylight savings time, unless otherwise specified by the General Manager. Weekend shift hours will be a two (2) hour maximum, unless under approved circumstances, or under emergency circumstances approved by the General Manager.

For the augmented four (4) 10-hour work schedule, holidays listed in the policy section 4.2.3 that fall on non-regularly scheduled workdays will be paid holiday time for the full hour workday. Any actual hours worked will be paid as overtime, as specified in section 4.2.2.

323 Workplace Assignment: The place of work and division to which an employee is assigned shall be determined by the General Manager or designee, who may also reassign the employee at any time to a different workplace, or division.

324 Determination of Rates of Pay: For all District positions, the appropriate pay range shall be approved by the Board of Directors. The Board of Directors may from time to time authorize changes in rates of pay. Wage adjustments may be considering factors such as the minimum wage, cost of living index, and other labor market data.

325 Advances: Advances in pay are not permitted.

326 Rest and Meal Breaks: During a regular eight (8) hour shift, a 30-minute unpaid off duty meal period will be provided. This meal period shall begin no later than by the end of the employees fifth hour of work. If an employee works more than ten (10) hours, a second unpaid off duty meal break must be provided no later than the end of the tenth (10th) hour of work. In addition, any employee who works at least 4 hours shall have a mandatory ten (10) minute paid rest break. These 10-minute paid breaks shall be offered for every four (4) hours worked. Also, any employee wishing to express breast milk shall be accommodated as detailed in Labor Code §1030. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee's normal work hours and meal periods.

Meal Breaks must be taken at an off-site location or in an area designated by the General Manager. For health and safety reasons, employees shall not be allowed to eat at their desks.

327 Overtime: There are certain periods where overtime may be necessary. The General Manager or designee may require overtime work. All employees are expected to work overtime when deemed necessary, but may not work overtime without the specific authorization of the General Manager or designee.

Hours of work, in these Personnel Policies and Procedures and for purposes of determining overtime eligibility, means only those hours that an employee is at their assigned place of work, being compensated for these hours by SCSD and performing their assigned duties at the direction of the General Manager or

designee. Hours of work, for purposes of determining overtime eligibility, does not include any compensated or uncompensated leave time, including holidays.

All Fair Labor Standards Act ("FLSA") non-exempt employees shall be eligible for overtime compensation when:

- a. An employee who works more than forty (40) hours in any fixed and regularly recurring period of 168 hours or seven consecutive 24-hour periods ("week");
- b. An employee who, because of shift changes, works two (2) or more shifts in any twenty-four (24) hour period and is off duty less than eight (8) hours between shifts. In such case, the employee shall be compensated for any additional shift(s) in the same manner as for other overtime notwithstanding the above.
- c. All approved overtime, including emergency overtime, will be provided at a rate of one-and-one-half hours for each overtime hour worked. SCSD will allow overtime as cash.

FLSA non-exempt employees whose normal workweek varies from the normal five (5) days in a calendar week of seven (7) days shall not be eligible for overtime compensation except as described above.

Employees who are employed in classifications eligible for exemption from the overtime provisions of the FLSA and designated by the SCSD Board of Directors to be salaried are exempt from the overtime provisions of the FLSA.

328 Absenteeism and Tardiness: Regular attendance is necessary to ensure adequate service to customers and to avoid overburdening coworkers. Employees must notify the General Manager or immediate supervisor promptly, but in no case later than thirty (30) minutes before the start of the work period, if he or she is going to be absent or late for work.

329 Discipline: The SCSD reserves the right to terminate any employee with cause at any time. Cause may include, but is not limited to:

- a. Incompetence or inefficiency in the performance of the duties of the position;
- b. Insubordination, including but not limited to, refusal to do assigned work or refusal to follow directives;
- c. Carelessness or negligence in the performance of duty or in the care or use of SCSD property;
- d. Discourteous, offensive, or abusive conduct or language toward other employees or the public;
- e. Dishonesty;
- f. Drinking alcoholic beverages or the illegal use or possession of a controlled substance on the job, or reporting to work while under the influence of an alcoholic beverage or a controlled substance;
- g. Involvement in a work-related accident while under the influence of an alcoholic beverage or a controlled substance;

- h. Conviction of any crime involving moral turpitude. Moral turpitude, for the purpose of employee discipline, will be defined as: fraud, dishonesty, serious sexual offenses, embezzlement, theft, falsification of records, extortion, or other acts contrary to justice, honesty or morality;
- i. Repeated and unexcused absences or tardiness;
- j. Abuse of the sick leave policy;
- k. Falsification of any information supplied to the SCSD;
- l. Persistent violation or refusal to obey safety rules and regulations;
- m. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value for the granting of special treatment to another employee or to any member of the public;
- n. Willful or persistent violation of the directives of a supervisor or rules of the SCSD;
- o. Any willful failure of good conduct tending to injure the public service;
- p. Abandonment of position;
- q. Interfering with the work or progress of another employee;
- r. Altercations;
- s. Carrying a firearm or other dangerous weapons on SCSD property or while conducting SCSD business;
- t. Gambling on SCSD property or on SCSD business;
- u. Sleeping on the job or leaving during work hours without authorization;
- v. Conviction of any felony involving moral turpitude or conviction of any felony involving the use, possession, sale or transporting of any illegal, restricted, regulated or controlled substance or drug, including, but not limited to, marijuana or any of its derivatives or extracts;
- w. Unauthorized entry, copying, possession, use or viewing of personnel or confidential files, documents or information;
- x. Violation of the SCSD's sexual harassment policy;
- y. Failing to report any of these violations to the SCSD.

Employee discharge for poor performance or misconduct ordinarily will be preceded by an oral warning, a written warning, a suspension and/or demotion.

SCSD reserves the right to proceed directly to a higher level of discipline, up to and including termination, for misconduct or performance deficiency, without resort to the prior disciplinary steps, when the SCSD deems such actions appropriate and necessary.

3210 Resignation: Two (2) weeks' notice is customary and should be given unless circumstances make such notice impossible. Failure to provide sufficient notice may be considered grounds for ineligibility for rehire at a later date. The General Manager may approve resignations with less than two (2) weeks' notice.

3.3 Salary Administration

331 Establishment of Job Classifications and Salary Schedules: The Board of Directors shall adopt classes and salary ranges, established by the General Manager.

Salary ranges shall be reviewed as determined by the Board. Nothing shall require the Board to adopt a salary increase based solely on cost of living or market analysis.

3.4 Salary Steps and Payroll

341 Minimum Wage: Federal and state minimum wage standards shall always be met.

342 Salary Steps: The Board shall adopt a five-step pay range for each class. Initial appointment shall generally be at the first step of the range; the Board may authorize advanced step hiring for the General Manager; the General Manager may authorize that an allocated position be filled above the first step of the range, based on experience and qualifications.

a. Annually, on an employee's anniversary date, a regular full-time employee may be granted a step increase if performance is satisfactory and advancement is recommended by the supervisor. The General Manager shall have the authority at any time to increase or decrease the salary of any employee. Step increases are not automatic. If an employee promotes to a higher class, the effective date of the promotion shall become the employee's new review date.

b. Any part-time employee may be granted a step increase if performance is satisfactory and advancement is recommended by the supervisor after the employee has worked 2,080 hours at their present step. Step increases are not automatic, if an employee promotes to a higher class, the effective date of the promotion shall become the employee's new review date.

343 Salary upon Promotion: Upon promotion, an employee appointed to a position with a higher salary range shall have his or her salary adjusted to the first step of the new range or to the step in the new range which is at least 5% higher than the salary the employee was receiving prior to the promotion, whichever is greater, provided that the new salary is within the new range. Any pay supplements received by the employee and which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the pre-promotion base salary prior to determining the appropriate step in the new range.

344 "Y" Rates: Whenever the effect of a reclassification is to place the incumbent in a class having a lower salary range, the General Manager may direct that the capital letter "Y" be set opposite the reclassified position in the division budget and all payroll and other personnel records. Whenever the "Y" is set opposite a position, the incumbent shall continue to receive his or her previously authorized salary until termination of employment in the position, or until a higher rate of pay may be authorized, whichever comes first.

345 Salary upon Demotion: If an employee demotes through no fault of the employee, other than a voluntary demotion, the employee shall be "Y-rated" at the employee's current salary and remain at that salary until the salary falls within the range for the employee's demoted class. If an employee voluntarily demotes, the employee shall be placed at the highest step of the range that represents a reduction in pay. If an

employee is demoted for failure to complete expected tasks following a promotion, the employee shall return to the step of the range the employee held prior to promotion, but may be granted any merit step increases that would have occurred had the employee not accepted a promotion. If an employee is demoted for cause as a result of a disciplinary action, the employee shall be placed at the step of the range stated in the order of discipline.

346 Special Assignment Supplement: The General Manager may authorize a 5% salary increase to any employee designated by the General Manager to be on special assignment.

347 Receipt of Supplemental Pay: No employee shall receive supplemental pay when on vacation, sick leave, sick leave in conjunction with the receipt of State Disability Insurance or Worker's Compensation temporary disability payments, compensatory time off, or holiday, unless such employee shall have been performing duties for a period of not less than four (4) full bi-weekly pay periods or such supplemental duties are scheduled, upon assignment, to last not less than four (4) full bi-weekly pay periods.

348 Standby Pay: Standby pay is defined as on-call 24 hours per day for seven (7) consecutive days, physically able and ready to respond to any SCSD alarm/emergency to include, but not limited to, water treatment plant and distribution system, wastewater treatment plant and collection system, storm water drainage system, streets and street lighting system, and parks and recreation facilities issues. Individuals on standby must stay within a 30 minute response time to the district offices.

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Standby pay will be at a lower hourly rate for controlled standby time. Standby pay will be at a fixed rate of \$100 per seven (7) day period, unless otherwise determined by the General Manager.

349 Work Above Class: The General Manager or designee may temporarily assign any employee to perform duties normally assigned to a classification with a higher salary. If an employee is assigned to a classification with a higher salary range, the employee shall be compensated, at an amount equal to what the employee would receive if promoted to the higher class or 5% if no class exists. Employees who are being paid for working in a higher classification are not eligible for merit increases in the higher classification.

3410 License/Certificate Fee: The SCSD agrees to pay the cost of renewing state required licenses or certifications that are necessary for the employee, as determined by the General Manager, to fulfill the requirements of the job classification or the tasks assigned to the employee. The General Manager may also authorize the payment of professional organization dues or membership fees if the General Manager considers it in the best interest of employee development that may benefit SCSD.

3411 Paycheck Exceptions: A paycheck exception is defined as the incorrect reporting of payroll or failure to process the following payroll actions, causing an employee to receive less than the pay to which he or she is entitled for that pay period (i.e. step increase, supplemental pay, and overtime). Paycheck exceptions shall normally be paid no later than the following paycheck.

All payroll errors resulting in either gross or net salary overpayment must be repaid to the SCSD. Employees shall be allowed, at employee's option, to use accrued annual and holiday leave to repay the SCSD in cases of payroll error resulting in gross salary overpayment as determined by the General Manager.

3412 Under-filling Positions Authorized in the Budget: Whenever a position is authorized in the budget as adopted by the Board of Directors, the General Manager may fill that position with either the job classification that appears in the budget or with a lesser appropriate job classification, provided the salary range is not greater than that of the job classification that appears in the budget.

3.5 Personnel Records and Evaluations

351 Personnel Records: The SCSD maintains all necessary personnel information. The employee must notify his or her supervisor of any changes in the following:

- a. Home address
- b. Home telephone number
- c. Marital status
- d. Beneficiary of Insurance
- e. Number of dependents
- f. Emergency contact

Current employees of SCSD shall have the right to review and obtain copies of their personnel files. Employees shall be given an opportunity to read and initial any report or evaluation to be added to their personnel files, but an employee shall not be required to sign any such report. An employee's signature on a report shall be understood to be acknowledgment of receipt and shall not be construed as agreement or disagreement with its content. If the employee refuses to sign any report or evaluation, a notation to that effect may be entered on the document. An employee shall have the right to submit written comments regarding any document in his or her personnel file and to have such comments included in his or her personnel file along with the document.

352 Evaluations: Employee performance evaluations will be prepared by the employee's supervisor (prior to the anniversary date of employment, prior to the granting of any step increase), and as may be determined by the General Manager or designee. Evaluation forms will be as designated by the General Manager. It is the employee's supervisor who has the responsibility and authority to prepare the evaluation report. At the request of the employee, the supervisor will meet with the

employee to discuss the evaluation prior to the supervisor completing the evaluation with his or her final signature.

Except in cases of termination or leave of absence, evaluation with a rating of “unsatisfactory” shall receive a follow-up evaluation no more than ninety (90) days from the date of the final review of the initial unsatisfactory evaluation.

An employee shall have the right to submit written comments regarding any evaluation and to have such comments included in his or her personnel file along with the evaluation.

- 3.6 Outside Employment:** Outside employment cannot be in conflict with the employee's duties and/or responsibilities. An employee's work for the SCSD must not be adversely affected by any outside employment, as determined by the General Manager. In addition, it is the employee's responsibility to avoid conflicts of interest under the Political Reform Act of 1974.

- 3.7. Probationary Period:** All new employees must complete to the SCSD satisfaction a probationary period of not less than twelve months. The probationary period begins on the initial day of work performed by the employee.

During the probationary period, an employee may be discharged by the SCSD for any reason and with or without cause or advance notice. In the event of an illness or injury, with the exception of an industrial injury, requiring absence from work exceeding ten days, the number of days absent shall be added to the length of the probationary period.

A performance review will be conducted by the employee's supervisor before the completion of the twelve-month probationary period.

Completion of the probationary period does not, however, guarantee employment for any specific duration.

- 3.8 Call Back:** Call back time worked will qualify as overtime pay, at a minimum of two hours.

SECTION 4.0 LEAVE

- 4.1 General Leave Policy:** The SCSD provides employees with paid and unpaid time off and leave options to cover illness, vacation, family emergencies, and other occurrences requiring time away from the job. Unless otherwise provided by law, all leave is granted at the discretion of the General Manager.

No newly hired regular full-time employee shall be entitled *to use* benefits provided by this chapter until after he/she has completed their first full month of employment and completion of the individual eligibility requirements for any specific benefit. Credit to sick leave and vacation accrual benefits however, begins with the regular full-time employee's initial date of hire. Regular part-time and temporary employees are not eligible for the benefits described in this chapter, except as specifically noted.

Nothing herein is intended to extend rights, privileges or guarantees of employment status beyond those of at-will employment.

4.2 Holidays

- 4.2.1** Full-time and regular part-time employees become eligible for approved paid holidays after completing one full month of employment. Regular full-time employees will be paid eight hours for each scheduled holiday. Regular part-time employees will be paid for the hours they normally work for the day which the holiday falls.
- 4.2.2** Employees who work a holiday will be paid time and a half of the regular hourly rate for all hours worked on the holiday.
- 4.2.3** All regular employees shall be entitled to the following paid holidays:
- a. New Year's Day (January 1)
 - b. Martin Luther King Day (3rd Monday in Jan.)
 - c. President's Day (3rd Monday in Feb.)
 - d. Memorial Day (Last Monday in May)
 - e. Independence Day (Fourth of July)
 - f. Labor Day (First Monday in Sept.)
 - g. Columbus Day (Second Monday in Oct.)
 - h. Veteran's Day (November 11)
 - i. Thanksgiving Day (Fourth Thursday in Nov.)
 - j. Friday after Thanksgiving
 - k. Day before Christmas (1/2 Day)
 - l. Christmas Day (December 25)

- 4.2.4** When a holiday falls upon a Saturday, the preceding Friday shall be the holiday. When a scheduled holiday falls upon a Sunday, the following Monday shall be the holiday.
- 4.2.5** Employees on authorized leave of absence, military, workers compensation, and medical leave at the time of holiday observance will be ineligible for holiday pay. If a holiday falls during an employee's approved vacation period, the employee will be paid for the holiday and will not be charged with a vacation day for the day the holiday is observed. When computing overtime pay, full-time employees do not receive credit for hours paid on holidays that are not actually worked.

4.3 Vacation

- 4.3.1** The District encourages employees to use all accrued vacation benefits. Regular full-time and permanent part-time scheduled employees are eligible for paid vacation at the following accrual rates. Temporary employees will not accrue vacation time. Vacation is earned and accrued from the first day of employment at the following rate. Permanent part-time employee (working a minimum of 20 hours a week) accrued vacation will be prorated.

<u>Years of Continuous Employment</u>	<u>Vacation Accrual Rate</u>
0 - 4.999 Years	12 days/year
5th Anniversary through 9.99 Years	16 days/year
10th Anniversary through 14.99 Years	20 days/year
15th Anniversary through 19.99 Years	24 days/year
20th Anniversary through 24.99 Years	28 days/year
25th Anniversary through 29.99 Years	32 days/year
30th Anniversary & All Years Following	36 days/year

- 4.3.2** Vacation time is earned and accrued monthly. Vacation periods and eligibility must be approved by the employee's supervisor and General Manager prior to the employee taking such vacation. Employees can take only vacation accrued and earned except in extenuating circumstances subject to approval by the General Manager.
- 4.3.3** The District encourages all employees to take their earned vacation each year. Employees may accumulate up to sixty (60) days of vacation (a maximum of 480 hours, prorated for part-time employees). Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. Vacation earned after maximum accumulation (480 hours) will be paid with regular pay period.
- 4.3.4** Employees on authorized leave of absence, military, workers compensation and medical leave, will not accrue vacation during the absence. However, vacation time accrued prior to the extended leave of absence will remain in effect after the

employee returns to work.

4.4 Sick Leave

4.4.1 All employees are provided a paid sick leave benefit. Employees begin to accrue sick leave on the first day of employment.

4.4.2 Regular Full-time employees shall accrue one day (8 hours) per month. Regular part-time employees, working a minimum of 20 hours per week, shall accrue one half day (4 hours) per month. Employees may have additional sick leave negotiated by contract upon employment. There is no limit on the amount of sick leave an employee may accumulate. Employees are entitled to use paid sick leave beginning on the 90th day of employment. A record of accumulated sick leave and sick leave used will be maintained at the District's administrative office.

4.4.3 Sick leave may be authorized for any of the following reasons:

- a. Illness, injury or quarantine of the employee;
- b. Medical, dental or optical care of the employee;
- c. Illness, injury or quarantine of a member of the employee's immediate family that requires the employee to tend, care for, or otherwise provide for the care of such person. Immediate family means the spouse, child, parent, sibling, grandparent, grandchild, great grandparent, great grandchild of the employee; or the child, parent, sibling, grandparent, grandchild, great grandparent or great grandchild of the employee's spouse;
- d. Sick leave for non-emergency medical, dental, or optical care during an authorized vacation or on a floating holiday period is not permitted;
- e. An amount sufficient which, when added to an employee's disability indemnity under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary;
- f. An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (in accordance with State Disability Insurance rules), will result in a payment to the employee not more than the employee's regular salary;
- g. Attending to issues related to domestic violence;
- h. Care for a new or adopted child.

No employee shall be entitled to sick leave because of:

- a. Illness, injury, quarantine or disability while on leave without pay.

4.4.4 It is your responsibility to notify your supervisor as soon as possible, but no later than 30 minutes after the start of the work shift, or can conclusively establish that you were unable to do so because of reasons beyond your control, if you are unable to come to work due to illness or injury. If the illness lasts more than two days, you

must keep your supervisor notified on your condition and estimated return to work.

- 4.4.5** Employees on authorized leave of absence, military, workers compensation, or medical leave will not accrue sick leave during the absence. However, sick leave accrued prior to the extended leave of absence will remain in effect after the employee returns to work.
- 4.4.6** An employee may be required to file a document with their supervisor stating the cause of absence. The District may request a doctor's certificate clearing you to return to work if the illness or injury so merits. A doctor's certificate may also be required on any absence exceeding five workdays.
- 4.4.7** When applicable, at the employee's request, the District will coordinate its sick leave benefits with Worker's Compensation benefits. If you receive Worker's Comp payments, you must report them to the District for proper accounting and coordination. You may not receive more in total compensation from both the District and the insurer, than your regular wage. If you coordinate these two benefits, you will only be charged for the amount of sick leave needed to make up the difference between your regular salary and the amount paid by Worker's Comp.
- 4.4.8** In the event you become ill or incapacitated longer than your accumulated time off (including vacation), health and life insurance benefits will remain in effect as long as terms of the benefit policy then in effect allows. Any employee share of benefit premiums, if applicable, will be deducted from your paycheck from the District. When you no longer get a paycheck because you have exhausted your paid leave, you must pay the employee share of benefit premiums, if applicable, to continue benefit coverage.

4.6 Bereavement Leave

- 4.6.1** Bereavement leave provides time to attend to funeral arrangements and other responsibilities associated with the death of an immediate family member.
- 4.6.2** Regular full-time and regular part-time employees may be allowed to be absent with pay for up to five (5) regularly scheduled work-days in the event of the death of an immediate family member. Immediate family members include parent, spouse, child, sibling, grandparent, great grandparent, grandchild or great grandchild of the employee or employee's spouse.
- 4.6.3** In exceptional circumstances the General Manager may, at his/her discretion, grant bereavement leave for someone other than those members listed in the definition of immediate family.
- 4.6.4** Bereavement leave is not granted automatically and must be approved by the General Manager. If an employee requires more than five (5) days away from the job, use of vacation time may be requested.

4.7 Pregnancy Disability Leave

- 4.7.1** The SCSD will comply with any state or federal law regarding pregnancy disability.

- 4.7.2** If you are disabled by pregnancy, childbirth or related medical condition, you are eligible to take a pregnancy disability leave (PDL). The PDL is for any period of actual disability caused by your pregnancy, childbirth or related medical condition up to four (4) months per pregnancy. Employees may also be eligible for an additional twelve (12) weeks of leave under the California Family Rights Act (CFRA). You may be required to provide certification from your health care provider.
- 4.7.3** As with any medical condition, your disability period begins the first day you are unable to do your regular or customary work. DI benefits are based on the period of time your physician/ practitioner certifies you are unable to do your regular or customary work.
- 4.7.4** You may substitute accrued sick leave or accrued vacation before taking the remainder as an unpaid leave. Leave without pay shall be granted to temporary, part-time and regular employees in accordance with state and federal laws. When you are on unpaid leave, you will not accrue sick leave, vacation, or holiday benefits.
- 4.7.5** For the duration of the authorized leave, the District shall maintain your health and life insurance coverage consistent with the District's existing policy. Upon return, the District will reinstate you to your original or equivalent position.

4.8 Family Care Leave

- 4.8.1** Full-time employees may use a portion of their accrued sick leave as family care (kin care) leave to care for sick immediate family members. You may use up to half of the sick time accrued per calendar years (e.g. up to 6 days) to care for a sick family member, regardless of the seriousness of the illness. Immediate family members covered include mother, father, grandmother, grandfather, son, daughter, brother, sister, and spouse.

In exceptional circumstances the General Manager may, at his/her discretion, grant family sick leave for someone other than those members listed in the definition of immediate family.

Family care leave time will not carry forward from year to year. You must provide as much notice as possible to request family care leave, and if the leave lasts more than two days, you must keep your supervisor notified.

- 4.8.2 State Family Leave:** In accordance with State law (CFRA), any employee with one (1) or more years of continuous service with the SCSD and a minimum of 1,250 hours on payroll in the twelve (12) months prior to the start date of the leave, may take a family care leave of up to twelve (12) weeks in a twelve-month period. The SCSD elects to use a rolling twelve-month period to determine eligibility for leave. An eligible employee who takes such family care leave shall return to employment in the same or comparable position upon return from said leave.

Family care leave may be utilized in conjunction with the birth of a child of the employee, the placement of a child with an employee regarding the adoption of the

child by the employee, for the serious medical condition or illness of the employee, or to allow the employee to care for a parent, spouse, or child who has a serious health condition.

An eligible employee who takes family care leave shall be required to use accrued vacation, compensatory time, floating holiday, and regular holiday time during such leave. In accordance with SCSD regulations governing the use of sick leave, the employee may also use accrued sick leave time.

For an employee covered under the SCSD's medical, dental, vision and/or life insurance, the SCSD shall make premium payments as though the employee were in paid status for the duration of the leave. An employee who takes family care leave in an unpaid status shall be eligible for all other fringe benefit on the same terms as an employee on any other unpaid leave of absence.

4.8.3 Federal Family Leave Act: The SCSD will comply with the Family Leave Act, maintaining all rights or restrictions that are required by the Act.

4.9 General Unpaid Leaves of Absence

4.9.1 A leave of absence without pay provides a means for employees to take prolonged time off without terminating employment. Such leaves are granted only when there is an expectation that the employee will return to work. Employees may request a leave of absence without pay for employee or family illness, maternity or paternity leave, adoption, education, or training which will benefit SCSD, or urgent or substantial personal reasons. The General Manager will determine whether the leave can be granted based on urgency and workload requirements. Employees granted a leave of absence without pay shall not accrue any vacation, sick leave or holiday during the time of such leave.

For an employee who has been granted an unpaid leave of absence, SCSD will only continue paying health, dental, vision and life insurance premiums through the end of the month in which such leave commenced. SCSD payment of health, dental, vision and life insurance premiums will resume beginning with the month in which the employee returns to paid status or as otherwise provided by any SCSD insurance contractual requirements.

4.9.2 Except as otherwise herein provided, leaves of absence without pay that are in the best interest of the District may be granted by the approval of the General Manager. Requests for leaves of absence without pay shall be submitted in writing by the employee to their supervisor who shall consider such requests on their individual merits and circumstances and shall forward his/her recommendation to the General Manager for approval. Reasons for rejection of such requests shall be submitted to the employee by the General Manager.

4.9.3 When an employee is on an unpaid leave of absence, they shall not accrue sick leave, vacation, or holiday benefits. The General Manager may determine that an employee's anniversary date, for the purposes of merit increase qualification, longevity increase qualification, and vacation accrual rate determination, has

changed if the unpaid leave of absence exceeds twenty (20) working days.

- 4.9.4 Leave of Absence without Pay/Benefits:** While an employee is on an unpaid leave of absence, except as may otherwise be provided in this policy, no vacation or sick leave will be earned, no seniority will be accrued, and no holidays will be paid. Employees using a combination of leave credits and disability insurance payments will accrue leave credits and holidays on a prorated basis. Granting of unpaid leave status allows the employee to return to his or her former position or a comparable position to which he or she otherwise would have been allowed had he or she not been on leave.

Employees may continue participating in health, dental, and life insurance plans by paying the entire premium at their sole expense during the period.

SCSD will not contribute to the premiums during this period.

- 4.9.5 Unpaid Medical Leave:** Employees physically unable to work and under a doctor's care who have exhausted all sick leave and other accrued leave such as vacation or compensatory time may be granted unpaid medical leave until the attending physician releases the employee to return to work. Supervisors may request a doctor's verification of the employee's physical condition. Leaves of absence for disability related to pregnancy are governed by the California Fair Employment and Housing Act.

- 4.9.6 Unpaid Leave, Non-Medical:** This covers leave for non-medical, urgent, or substantial personal reasons requiring time off from the job. All personal leave must be used before an unpaid leave of absence will be granted.

4.10 Catastrophic Leave

- 4.10.1** Catastrophic illness or injury is a severe illness or injury which is expected to incapacitate the employee for an extended period of time, and which creates financial hardship because the employee has exhausted all of his/her accumulated paid leave time. Catastrophic illness or injury is further defined as a debilitating illness or injury of an employee's spouse, or legally dependent child that results in the employee being required to take time off from work for an extended period to care for the family member, when this creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time. An employee's job-related illness or injury subject to worker's compensation coverage shall not be eligible for this catastrophic leave provision.

- 4.10.2** Paid vacation time may be donated under the following conditions:

- a. Any regular employee may donate accumulated vacation time to an eligible employee. Sick leave cannot be donated.
- b. Donations must be made in increments of one regular workday (or more) from the donating employee.
- c. The donation of paid vacation time is irreversible. Should the employee

receiving the donated hours not use all donated leave for the catastrophic illness/injury, any balance will remain with that employee or will be converted to cash upon the employee's separation from the District.

- d. Donated paid vacation time shall be converted to its cash value and then credited to the recipient in hours at the recipient's base hour rate as vacation credit.
- e. Employees donating paid vacation time shall do so in writing on a form developed by the General Manager.
- f. All donation transactions shall be credited effective the pay period following submittal of the form requesting the paid time donation.

4.11 Administrative Leave: Administrative Leave is paid time off granted by the General Manager for circumstances not defined in other paid leave categories that the Manager considers justifiably payable.

4.12 School Activities: The SCSD shall comply with any federal or state law requiring an employer to grant time off to participate in a child's school activities. Current state law provides that parents may take up to 40 hours per year, but not more than 8 hours per month, to participate in their children's school activities. An employee may take unpaid leave or may use accrued vacation, compensatory leave, or a floating holiday to the extent that this is consistent with the Fair Labor Standards Act.

4.13 Time off to vote: The SCSD will accommodate employees who need time off to participate in public elections. If an employee is unable to vote in an election during non-working hours, the SCSD will grant up to two (2) hours of paid time off to vote. Time off for voting shall be taken off at the beginning or end of the regular work shift, whichever accommodates the most time for voting and the least time taken off work. At least two days' notice that time off is needed must be provided to a supervisor.

4.14 Jury Duty: Employees must inform the supervisor when the initial notice or questionnaire is received for jury duty.

Time off with pay will be granted for such duty. Any regular employee ordered to jury duty during their regularly scheduled working hours shall be entitled to be paid the difference between their regular wages and jury duty pay. In addition, employees serving on jury duty shall keep their mileage payment, if any.

If the jury duty time is less than a full day, the employee is expected to work any regularly scheduled working hours outside of the actual jury duty time. If employees do not comply with this obligation, they will not be paid for time not at work.

Jury duty shall not be counted as hours worked for purposes of overtime calculations.

4.15 Witnesses: Employees subpoenaed as a witness in a civil or criminal trial or hearing must provide their supervisor with a copy of the court order requiring appearance prior to the date of the appearance. They must use personal leave for this time off unless the trial or hearing involves SCSD as determined by the General Manager and under these

circumstances, the employee will be given paid time off for this appearance. Any witness fees received by the employee while receiving paid time off for such court appearance shall be paid to the SCSD (along with any mileage allowed if the employee uses SCSD-provided transportation).

Other Court Related Appearances: Employees who are called as expert witnesses in a trial in which SCSD has no interest must use personal leave for the time off.

If an employee is personally involved in a court case as a party such as the plaintiff or defendant, he or she must take personal leave to appear in court or to transact business associated with the case.

4.16 Military Leave: Military leave will be granted consistent with the California Military and Veterans Code, State and Federal laws. Any employee may take leaves of absence to accommodate service in the Armed Forces, Military Reserves, and National Guard. Specific terms of the absence and employees' rights to reinstatement, seniority, benefits, and compensation after military leave are governed by law.

4.17 Abuse of Leave: Abuse of leave is defined as the following:

- a. **Expiration of Leave:** Failure to return to work upon the expiration of leave constitutes an automatic resignation.
- b. **Inappropriate Use of Leave:** If an employee uses leave for purposes other than for which it was granted, leave may be terminated, employment with SCSD may be terminated, and pay for the leave may need to be reimbursed to SCSD, as determined by the General Manager.
- c. **Unauthorized Leave:** Absence without approved leave, voluntary or involuntary, for five consecutive workdays constitutes resignation from the SCSD on the last day worked.

SECTION 5.0 WORKER'S COMPENSATION

5.1 Worker's Compensation

5.1.1 Under the Worker's Compensation Act, provisions are made for benefit payments if an employee is disabled in the course of employment and misses work because of the disabling condition. The Worker's Compensation Act also provides free medical and hospital service, if necessary, for the disabling condition. To meet the requirements of the act, the SCSD carries Worker's Compensation Insurance. For the employee's protection, it is mandatory that any injury, no matter how slight, be reported immediately to the employee's supervisor.

5.1.2 Employees who are receiving temporary disability indemnity payments under Division 4 or Division 4.5 of the Labor Code shall accumulate vacation, holiday and sick leave during such period that they are drawing such temporary disability indemnity. The SCSD shall continue to provide health, dental, vision and life insurance plan coverage for regular full-time and regular part-time employees as if

they were on payroll as regular employees.

- 5.13** Work-related illness or injury will be treated in the manner prescribed by the Worker's Compensation Insurance carried by the District. This includes immediate diagnosis and treatment at a hospital or emergency room if necessary, and follow-up care with appropriate physicians.
- 5.14** You will be placed on a Workers' Compensation leave if temporarily and completely disabled from work for more than five days. A doctor's written certificate is required. While on Workers' Compensation leave, you are required to provide periodic updates on your medical condition to the General Manager. Prior to returning to work, you must provide written release from your doctor that permits you to return to work and indicates any restrictions on full duty. As discussed above, Worker's Comp benefits may be coordinated with the District's sick leave benefits at the employee's request.
- 5.15** Employees disabled in the course of employment and eligible for Worker's Compensation Benefits shall be on paid administrative leave until the effective date of temporary disability indemnity payments to the employee or until it is determined that recovery from disability is sufficient to release the employee to return to work, whichever occurs sooner. With the commencement of temporary disability indemnity payments, the employee may use accrued leave in an amount such that the combination of leave time and temporary indemnity payments equals the employee's regular salary. When and if the leave time is exhausted, the employee shall be on unpaid leave until it is determined that recovery from disability is sufficient to release the employee to return to work or it is determined that the employee's disability is permanent, and the employee will not be able to return to work.

SECTION 6.0 BENEFITS

6.1 Health Insurance

- 6.1.1** Employees may be eligible for participation in the SCSD's medical insurance plan, which provides health, and may include: dental and/or vision coverage in accordance with provisions adopted by the SCSD Board. Medical insurance is provided for regular full-time or regular part-time employees who average at least 20 hours per week. Medical insurance is **NOT** provided to temporary employees. Medical coverage will become effective on the first day of the month following the date of employment.
- 6.1.2** Dependent coverage will be provided when appropriate, but the employee is required to contribute an amount determined by the District's insurance plan each month towards dependent coverage.
- 6.1.3** Retiring employees who meet the District's retirement plan guidelines will have the same medical benefits as an active employee, until the age of 65.

614 Domestic Partners of SCSD employees or retirees may receive benefits from the District as long as they are registered through the State of California and/or they have an active and valid notarized Affidavit for Domestic Partnership on file with the District. ~~For an employee or retiree to include their domestic partner as a dependent under the plan, the employee or retiree and their domestic partner must meet the following criteria:~~

- a. Both persons must share a common residence
- b. Neither person can be married to someone else nor be a member of another domestic partnership with someone else that has not been terminated, dissolved, or nullified
- c. The two individuals are not related by blood in a way that would prevent them from being married to each other in the state of California
- d. Both persons must be at least 18 years of age
- e. Both persons must be capable of consenting to the domestic partnership

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~~614~~**615** Dependents of deceased employees may be entitled to health coverage under the District group policy. The District may contribute toward the premium based on the District's current insurance plan. The dependent share of the premium would be due to the District on the 10th of each month. Failure to make timely payments could result in cancellation of the coverage. Such cancellation would be irrevocable.

~~614~~**616** The District's Board of Directors may authorize from time to time, changes in the health insurance company, benefits, levels, premium distributions, and/or other aspects of the District's health insurance program, as it deems advisable.

~~615~~**617** It may be allowable for an employee to decline healthcare coverage with the District if they are enrolled in another healthcare plan through another source. Health care premium compensation in lieu of the healthcare may be allowed. Both options would be based on the District's current healthcare plan.

~~616~~**618** If a covered employee loses coverage for any reason, the employee may continue medical coverage at his or her own expense in accordance with the provisions of the California Consolidation Omnibus Budget Reconciliation Act (COBRA) and such other provisions as may be adopted by the SCSD Board of Directors. Cal-COBRA gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the SCSD's health plan when a qualifying event would normally result in the loss of eligibility. Some qualifying events are resignation, termination of employment, death of employee, a reduction in an employee's hours or leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under Cal-COBRA, the employee or beneficiary pays the full cost of coverage at the SCSD's group rate plus an administration fee. Coverage can continue for eighteen (18) months after termination, or as much as twenty-nine (29) months if

the employee is disabled, provided the employee has paid the applicable premiums at least two (2) weeks prior to the premium due date.

6.2 Life Insurance: All full-time employees are eligible for participation in the SCSD's life insurance plan if the SCSD Board adopts a Life Insurance benefit. Life insurance will be paid for in accordance with provisions adopted by the SCSD Board by resolution, and the SCSD's insurance carrier.

6.3 Disability Insurance:

The District will participate in state and federal disability programs.

6.4 Retirement

641 The District will provide a retirement plan for all full-time employees. The full-time employee will be required to pay a portion of the monthly premium, based on the retirement plan approved by the Board of Directors (Board). The Board has the authority to modify and/or change the retirement plan based on financial issues specific to the adopted fiscal budget. The Board will provide one fiscal year (July 1st through June 30th) notice to all full-time employees prior to any modification or change in the existing retirement plan.

6.42 Deferred Compensation: A deferred compensation plan which allows you to defer a portion of your salary from income taxes may be available to employees based on the District's current retirement plan.

6.5 IRC 125 and 129 Plans: The SCSD may establish a pre-tax plan as provided under IRC 125 and IRC 129 of the Internal Revenue Service Code. This plan may provide 1) a cafeteria plan in addition to or in lieu of health, dental, and/or vision insurance; 2) a dependent care assistance plan for pretax payment of child care expenses; 3) a medical spending account for pre-tax payment of out-of-pocket medical expenses up to a limit established by the SCSD; and/or 4) pre-tax payment of medical premiums. Participation in such plans will be established by the plan document.

6.6 Safety Equipment: The SCSD shall provide designated employees with safety prescription glasses whenever safety glasses are required by the CAL/OSHA or other State or Federal regulation. The SCSD will not provide for broken lenses or frames unless such breakage is the result of an on-the-job accident. The SCSD shall provide designated employees with safety shoes as specified by the General Manager whenever such shoes are required by the CAL/OSHA or other State or Federal regulations.

SECTION 7.0 MISCELLANEOUS PROCEDURES

7.1 Work Rules: The General Manager may establish work rules to govern daily operations of the SCSD and may amend such rules as needed.

7.2 Confidentiality

7.2.1 Certain materials, files and information are confidential and occasionally sensitive. SCSD employees are responsible for knowing which information is confidential and what may be released and for maintaining the security and confidentiality of confidential materials. Release of confidential information may be damaging to the safety and security of employees or customers, may result in loss of privacy for employees or customers and may subject the SCSD to liability or damage the SCSD's image. Failure to maintain confidentiality may subject the employee to disciplinary action.

7.2.2 Disclosure of Closed Session Information. An employee shall not disclose confidential information acquired by being present during a closed session to a person not entitled to receive such information, unless the Board authorizes disclosure of that information. (Government Code 54963)

Confidential information means a communication made in a closed session that is specifically related to the basis for the Board to meet lawfully in closed session. (Government Code 54963)

An employee who willfully discloses confidential information acquired during a closed session may be subject to disciplinary action if he/she has received training or notice as to the requirements of this policy. (Government Code 54963)

The General Manager, or designee, shall provide a copy of this policy to all employees who attend closed sessions. New employees who may attend closed sessions shall also receive a copy of this policy.

The District shall not take disciplinary action against any employee for disclosing confidential information acquired in a closed session, nor shall the disclosure be considered a violation of the law or Board policy, when the employee is (Government Code 54963):

- a. Making a confidential inquiry or complaint to a district attorney or grand jury concerning a perceived violation of the law, including disclosing facts necessary to establish the illegality or potential illegality of a Board action that has been the subject of deliberation during a closed session.
- b. Disclosing information that is not confidential but acquired during a closed session.
- c. Expressing an opinion about propriety or legality of board closed session action, including disclosure of the extent and nature of the illegal or potentially illegal action.

7.2.3 Other Disclosures: An employee who willfully releases confidential/privileged information about the district, the public, or staff shall be subject to disciplinary action.

No employee shall disclose confidential information acquired during his/her official duties. Confidential information includes information that is not a public record subject to disclosure under the Public Records Act, information that by law may not be disclosed, or information that may have a material financial effect on the employee.

Any action by an employee that inadvertently or carelessly results in release of confidential/privileged information shall be recorded, and the record shall be placed in the employee's personnel file. Depending on the circumstances, the General Manager, or designee, may deny the employee further access to any privileged information and shall take any steps necessary to prevent any further unauthorized release of such information.

7.3 Acceptance of Gifts

7.3.1 Occasionally, SCSD employees may be offered or receive gifts, often as small as candy, baked goods, promotional items, flowers, etc., from customers, vendors or others. In these circumstances, it is inappropriate to accept the gift when offered. If the gift is received without prior notice to the employee, the gift must be returned donated to a non-profit entity, or shared in its entirety with staff and/or visitors to SCSD offices. In no circumstances may an employee accept cash or its equivalent or alter the level of service or purchasing based on such gifts.

7.3.2 Any honorarium paid to an SCSD employee for a work-related speaking engagement or other presentation such as an appearance shall be returned to the

SCSD.

7.3.3 As public employees, SCSD employees are covered by provisions of the fair Political Practices Commission and conflict of interest legislation. Guidelines require designated employees to report meals, gifts, or expenditures on the employee's behalf of over \$50.00 on conflict of interest forms. All employees shall report gifts of any value to their supervisor.

7.4 Nepotism: No SCSD supervisor or manager may directly or indirectly supervise a spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, or nephew of the employee or the employee's spouse, unless otherwise approved by the General Manager.

7.5 Use of SCSD Resources

7.5.1 General: Incidental use of SCSD equipment is permissible if it is kept to a minimum, does not conflict with SCSD business, is on the employee's own time, and is not used for personal profit. Supervisors are expected to monitor use.

7.5.2 Cell Phones: Employees issued a District phone will not use it for personal use.

7.5.3 SCSD Business-Related Education: The SCSD would like to support employees' desire to further their education. SCSD equipment may be used for educational purposes with management approval. If the employee requires more than five (5) megabytes of file server disk storage, management approval is required. Printer paper should be reimbursed at the same rate as copy paper. All files saved on SCSD equipment is subject to disclosure under the Public Records Act laws.

7.5.4 SCSD Staff: SCSD staff shall not be used for personal business during working hours.

7.5.5 Personal Software: No personal software shall be installed or loaded on the SCSD network (including workstation hard disks). SCSD maintains a collection of approved/maintained software and no other software may be installed or loaded without approval from the General Manager.

7.5.6 Software Installation and Changes to Configuration: No software will be installed on SCSD owned workstations by employees. No configuration changes will be made to SCSD owned computers except for: colors, screen resolution, file directory defaults, and desktop wallpaper. SCSD owned computers are the property and maintenance responsibility of the SCSD and will be upgraded by technology support staff only.

7.5.7 Privately Owned Computers: An employee has all rights and authority over their own personal equipment. No SCSD owned software will be installed by the employee on a privately-owned computer without prior approval of management. When a user installs SCSD owned software, they are responsible for maintenance and upgrades. Regardless of software ownership, the privately-owned computer is not and will not be the maintenance responsibility of SCSD and will not be upgraded or maintained by SCSD staff or contracted service providers. This policy will allow for the separation of responsibility; SCSD staff is responsible for SCSD

computers and applications, and the home user is responsible for the home user's own private computer.

7.6 Workplace Privacy

7.6.1 Any information contained on SCSD networks, hard disks, files, desks, and lockers is not "personal/confidential." The SCSD may have need, during the normal course of business, to search computer or hard copy files or an employee's desk for necessary information. The SCSD will not guarantee that items of a personal nature will be undisturbed if this type of search is necessary. If employees have information that they deem personal and confidential, it should not be located at the SCSD. Common sense and courtesy will be exercised in the event staff needs to search another employee's work area, but personal items of a sensitive nature may be inadvertently disturbed.

7.6.2 Employees should not encrypt documents of a business nature unless they are highly sensitive. In this case, the encrypted password should be given to the employee's supervisor for emergency access. All desks, filing cabinets, and hard disks that lock should have a key located with the employee's supervisor for emergency purposes.

7.7 Smoking Prohibited: The SCSD provides its employees and visitors with a safe work place free of smoke, smokeless tobacco, electronic cigarettes, and all by-products. As such, smoking is prohibited in all work areas and District vehicles. Employees or visitors wishing to smoke must do so in designated areas outside any SCSD buildings but no closer than 20 feet from any doorway or open window.

7.8 Personal Appearance: The SCSD promotes an attractive, professional, and high-quality workplace for our customers and our employees. Accordingly, staff is expected to dress in a manner appropriate for the type of work performed.

7.9 Pre-Employment Physical: Certain specified job classification applicants shall be required to undergo a pre-employment physical examination to determine if the applicant is able to perform the duties of the job with or without accommodation.

a. Prior to scheduling an applicant for a pre-employment physical, the applicant shall be issued a conditional offer of employment informing the applicant that their employment with SCSD is contingent upon a successful pre-employment physical evaluation.

b. SCSD shall pay for the pre-employment physical examination and shall have the authority to choose the medical professional who will conduct the examination.

c. The examination shall be conducted within a reasonable time following the conditional offer of employment letter being issued.

d. If a medical professional determines that an applicant is unable to perform the duties of the job with or without accommodation, the offer of employment shall be rescinded.

e. If the applicant refuses to sign the consent forms or submit to the physical examination,

SCSD may withdraw their offer of employment.

- f. The applicant's medical history shall be treated confidentially and kept separate from other employment related record.
- g. The results of the examination shall not be used to discriminate against persons covered by the ADA.

TYPICAL PHYSICAL REQUIREMENTS – The Physical demands described ere are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. **Applicants shall be subject to a pre-employment physical examination to ensure they are able to perform the duties of the job.**

Requires the mobility to work in an office and field environment. Requires the ability to sit, walk, stand, run, jump, climb, balance, bend, squat, twist, and reach while performing office duties and Treatment Plant work; lift and/or move approximately 50 pounds unassisted, use hands to finger, handle feel or operate objects, tools, and controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, must be able to hear normal speech and other audible events, even in combination with other environmental and equipment noise. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

- 7.10 Drug and Alcohol Abuse:** The SCSD is a drug-free workplace. The SCSD recognizes the problems and hazards associated with drug and alcohol use. Therefore, the SCSD prohibits the use, possession, or distribution of drugs and alcohol on its property. To ensure a drug and alcohol-free environment, the SCSD has adopted the following policy:

The use, possession, or distribution of any alcoholic beverages, intoxicants, narcotics, illegal or unauthorized drugs, "look-alike", or simulated drugs, prescription drugs not prescribed for the employee, and related paraphernalia on SCSD worksites or in SCSD vehicles is strictly prohibited. Employees shall not report to work under the influence of any drug, alcoholic beverage, intoxicant, narcotic, or other substance, including prescribed drugs and medication that will adversely affect their working ability, alertness, response, or coordination, or jeopardize the safety of themselves, co-workers, and the public. The SCSD reserves the right to require a drug test of any employee reasonably believed to be under the influence.

Serious offenses may be grounds for termination. Depending on the nature of the

offense, and extenuating circumstances involved, the General Manager shall determine the appropriate level of discipline.

SCSD can require that the employee or applicant for a position submit to drug testing under the following circumstances:

- 7.10.1 Reasonable Suspicion:** The General Manager shall have the authority to order an employee to submit to a drug and/or alcohol test to be undertaken in a manner prescribed by this policy, when General Manager has a reasonable suspicion that an employee is intoxicated or under the influence of drugs or alcohol on the job or during breaks or meal periods.

"Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonably prudent supervisor to suspect that an employee is under the influence of drugs or alcohol to the extent that the employee's ability to perform the functions of the job is impaired or to the extent that the employee's ability to perform his/her job safely is reduced.

Existence of reasonable suspicion shall be based on the total circumstances and will normally include more than one of the following factors. For example, except for possession, any combination of any of the following may constitute reasonable suspicion:

- a. Slurred speech;
- b. Alcohol odor on breath;
- c. Unsteady walking and movement;
- d. An accident involving the employee, SCSD property and/or equipment or property where the cause may be symptomatic of suspected use of alcohol or drugs;
- e. Physical altercation;
- f. Verbal altercation
- g. Deviation from employee's normal behavior
- h. Possession of alcohol or drugs unrelated to job responsibilities will be sufficient grounds for reasonable suspicion
- i. Information obtained from a reliable person with personal knowledge
- j. Increased absenteeism
- k. Performance of work with reduced efficiency and/or effectiveness
- l. Increased disciplinary actions

The District Manager, ordering an employee to be required to submit to a drug and/or alcohol test, shall document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs.

7.9.2. Pre-Employment Testing

- a. Not being disqualified from employment based upon the result upon such test. Employment shall be denied if applicant refuses to sign the consent form or submit to the medical and/or chemical testing.

- b. If an alcohol or drug screen is positive, the applicant shall not be hired unless they provide a bona fide verification of a valid current prescription for the drug identified in the drug screen or other medically acceptable explanation for positive test.
 - c. All offers of employment with the SCSD shall be conditioned upon the applicants.
 - 1. Signing of a consent form indicating receipt of a copy of this policy;
 - 2. Submittal to a medical and chemical test for evidence of drug and/or alcohol use, designated by the SCSD; and
 - 3. Not being disqualified from employment based upon the result upon such test. Employment shall be denied if applicant refuses to sign the consent form or submit to the medical and/or chemical testing.
 - 4. If an alcohol or drug screen is positive, the applicant shall not be hired unless they provide a bona fide verification of a valid current prescription for the drug identified in the drug screen or other medically acceptable explanation for positive test.
- 7.9.3 Post-Accident Testing: If an employee is involved in an accident during the course of performing his/her duties, he or she shall submit to chemical testing. If testing is done, the following shall apply:
- a. If an initial drug screen is positive, the employee must provide within a reasonable time (normally 24 hours of request) bona fide verification of a valid current prescription for the drug identified in the drug screen or other medically acceptable explanation for the positive test. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor of the use of a potentially impairing legal drug, the employee may be subject to disciplinary action, up to and including termination.

The decision to discipline or terminate will be carried out in conformance with the disciplinary procedures outlined in the SCSD's Personnel Policy.

7.9.4. SCSD may perform random drug testing for employees in safety sensitive positions.

7.9.5. Any employee who refuses to submit to such testing or conducts himself or herself during such testing so as to induce a false, incorrect or invalid result shall be subject to disciplinary action up to and including termination;

7.9.6. Each employee shall notify his/her supervisor and provide medication drug side effect information before beginning work, when taking any medications or drugs (prescription or non-prescription) which may interfere with the safe and effective performance of duties or operation of SCSD equipment.

7.9.7. SCSD may require the testing to be done through a blood test, urinalysis, or other drug and/or alcohol screening method. Testing must be approved by the District Manager or his/her designee and must be done by a licensed/certified individual.

7.11 Electronic Mail

7.11.1 It is the SCSD's policy that the electronic mail (e-mail) system, like other SCSD property, be used in a professional and lawful manner and solely for the benefit of the SCSD.

7.11.2 The Nature of E-Mail: When a message is deleted from the e-mail system, a record of it may remain on the computer system. Because there is the possibility that inappropriate communications on e-mail may be not only widely published, but also indelibly stored, the SCSD requires that all employees exercise appropriate discretion in using the e-mail system. Even though e-mail is a less formal communication than business letters, employees must remember that e-mail messages are SCSD communications and must be treated as such.

Accordingly, the e-mail system may not be used to send jokes or other comments to others that may be perceived as discriminatory, harassing, offensive, or disruptive. Employees may not use the e-mail system to send material that disparages an individual, the SCSD, or business entity or discloses personal information without authorization.

7.11.3 Access to E-Mail: The e-mail system is not a private mode of communication. When you use e-mail, you are creating SCSD documents that may be read by others in circumstances, including, but not limited to, the following business or legal purposes:

- a. During regular system maintenance;
- b. When a business need exists to access the employee's mail box;
- c. In response to a legal request to disclose e-mail messages from law enforcement officials or in ongoing legal proceedings;
- d. When the SCSD has reason to believe that the employee is using e-mail in violation of SCSD policies (including, but not limited to, its policies prohibiting discrimination and harassment, misappropriation of SCSD property, or using SCSD equipment for personal purposes); or
- e. For periodic, unannounced inspection by the SCSD for business purposes.

System security features, including passwords and message delete functions, do not prevent the SCSD from accessing any message at any time. Employees must be aware that the possibility of such access always exists. Should employees make incidental use of the e-mail system to transmit personal messages, such messages will be treated no differently than other messages and may be accessed by the SCSD

under any of the circumstances in the preceding list.

Solicitations, offers to buy and sell goods or services, and other personal messages to large groups via the e-mail system are not appropriate uses of this SCSD asset.

- 7.12 Solicitation Policy:** It is the SCSD's policy that no solicitation and/or advertising of any nature be permitted in SCSD facilities unless authorized by the General Manager and/or the Board of Directors. The purpose of this policy is to prevent the unnecessary interruption of SCSD business and to establish a common procedure governing solicitation and/or advertising.

7.13 Workplace Violence Prevention

7.13.1 The SCSD is committed to preventing workplace violence and to maintaining a safe work environment. To help ensure a safe environment, the SCSD may install security cameras.

7.13.2 All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited.

7.13.3 Conduct that threatens, intimidates, or coerces another employee, a customer, or member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment.

7.13.4 All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other members of management. This includes threats by employees, customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. All suspicious individuals or activities should be reported as soon as possible.

7.14 Use of Vehicles

7.14.1 From time-to-time, SCSD employees may be required to drive either a SCSD vehicle or the employee's personal vehicle on SCSD business. This policy is being implemented to assist the organization in managing the risk and exposure related to employees driving on SCSD business. The goal of this policy is for all employees to maintain a good driving record, carry an amount of insurance as determined by the General Manager, and assist the SCSD in minimizing the risk factor of over exposure to litigation and claims resulting from auto accidents while conducting SCSD business.

7.14.2 Documentation: Any SCSD employee who drives a personal vehicle on SCSD business must provide the following at the start of employment and at the start of each fiscal year:

- a. Proof of insurance for all personal vehicles used when conducting SCSD business. Verification may include a copy of the declaration sheet stating (a)

name of insurance carrier; (b) effective date of coverage; (c) limits of coverage.

b. A current, valid, California Driver's license.

7.14.3 An approved driver's list will be maintained for all employees who must drive as a part of their jobs. Supervisors will be responsible for identifying these positions (work-based needs). All drivers must be able to legally drive in California. An employee who loses the right to drive, or whose license is restricted for any reason, must immediately report such to his or her supervisor.

7.14.4 Motor Vehicle Record Reporting Requirements: All employees are required to immediately report to their supervisor or manager when they have been involved in an accident while driving on SCSD business in a personal or SCSD vehicle. If an employee reports two (2) at-fault (preventable) accidents within a 24-month period, a review of the employee's insurance coverage and job-related driving activity will be required.

7.14.5 Insurance Liability Coverage and Limits: All drivers must carry insurance with minimums of no less than the State of California legal requirement, or a greater amount as determined by the General Manager. The current minimum State requirement is:

- a. \$15,000 bodily injury liability per person
- b. \$30,000 bodily injury liability per occurrence
- c. \$5,000 property damage liability coverage

In addition to the minimum coverage required, SCSD employees must provide their own comprehensive coverage if they want their vehicles insured. The SCSD insurance will not cover auto body damage to employees' vehicles. For those employees with comprehensive coverage, the SCSD will pay their deductible, up to \$250, for accidents occurring while on SCSD business, provided the employee is not at fault.

7.14.6 No Personal Use. District owned vehicles shall not be used for any purpose other than District business or in the performance of a duty as a District employee. Personal use of District owned vehicles is prohibited, without prior approval from the District Manager.

7.14.7. DMV Pull-Notice Program. The SCSD is responsible for insuring that regular and temporary employees operate a SCSD owned or privately owned vehicle for SCSD business are enrolled in the DMV Pull-Notice Program.

Prior to hiring, all applicants for regular or temporary positions that operating a SCSD owned or privately owned vehicle for SCSD business must provide (at applicant's expense) SCSD with a current driving record from the Department of Motor Vehicles. The date on which the driving record was obtained shall be no more than 5 business days prior to the proposed hire date. The SCSD will review the driving record to determine whether the applicant can be

authorized to drive SCSD vehicles and/or equipment, and will submit enrollment forms to the DMV Pull-Notice Program as appropriate.

Contracted temporary agencies are responsible for insuring that temporary employees are enrolled in the DMV Pull Notice Program.

7.14.8. **GPS.** The District reserves the right to utilize Global Positioning Systems on any of its vehicles.

7.14.9. **Vehicle Policy.** It is the policy of the District that:

- a. Any driver of a vehicle for District business must have in his or her possession a valid California Driver's License.
- b. Any driver who drives a vehicle in the course and scope of District business must have proof of private automobile insurance *in excess of the minimum standards of the Financial Responsibility Law of the State Vehicle Code.*
- c. Employees shall be prohibited from carrying passengers in District vehicles who are not related to District business.
- d. Employees are specifically prohibited from carrying hitchhikers.
- e. The Board or its designee may grant approval in writing to carry specific passenger(s) or to use a District vehicle in appropriate circumstances and on a case-by-case basis without amendments to this ordinance.
- f. Employees shall be required to observe all traffic rules, regulations, or other courtesies at all times. While operating a vehicle on District business, drivers shall operate vehicles not only in compliance with traffic laws, but in compliance with safe driving practices including but not limited to:
 1. Obeying posted speed limits.
 2. All occupants shall use safety belts properly adjusted and securely fastened. The driver of the vehicle shall ensure that all passengers are properly wearing seat belts.
 3. Fines and penalties imposed by a court for violation while on District business shall be personal responsibility of the driver.
- g. A District vehicle shall not be used for any purpose other than District business or in the performance of a duty as District employee, without prior approval from the District General Manager.
- h. District owned vehicles shall not be used to push another stalled vehicle or be used for other activities that may cause damage to the District vehicle.
- i. Vehicle keys shall never be left in unattended vehicles, even when parked in a secured enclosure.
- j. District vehicles must be locked when not in use, including when parked in the designated District parking areas for each department.
- k. The use of any tobacco product by any driver of a District vehicle is prohibited.
- l. The use of alcohol by any driver of a District vehicle is prohibited.
- m. Employees are prohibited from using cellular phones or other communication equipment such as smartphones and laptop computers

for any purpose including, but not limited to, placing calls, text messaging or instant messaging, while driving a District vehicle unless a hands-free device is in use.

- n. Parking citations issued to a District vehicle shall be the responsibility of the employee who parked the vehicle.
- o. Employees shall operate District vehicle in an ordinary, reasonable manner consistent with the intended use of the vehicle. Except for vehicles engaged in law enforcement work, they shall not be used in activities which may damage the vehicle.
- p. The costs of repairing damages to District vehicles resulting from gross negligence, abuse or willful misconduct by the employee having custody of the vehicle shall be recoverable from the employee.

7.15 Travel Policy

7.15.1 General Travel Policy: Travel on SCSD business or individual contract business shall be by the most economical means consistent with the situation, as determined by the General Manager. The SCSD will reimburse authorized travelers for their necessary and reasonable expenses incurred while traveling on SCSD business.

The General Manager must approve travel on SCSD business outside of Humboldt County in advance. All reimbursement requests must be signed by the employee and approved by the General Manager or designee.

Employees may make their own plane/rental car/lodging reservations or have the SCSD staff make them. Travel shall be by the least expensive method (plane or private car), consistent with the work needs of the SCSD as determined by the General Manager or designee. An employee wishing to travel by private car rather than public transportation shall be reimbursed only up to the cost of public transportation and necessary car rental as determined by the General Manager.

7.15.2 Local Travel: The SCSD will fully reimburse authorized travelers for local transit expenses. Receipts are required for reimbursement.

7.15.3 Parking: The SCSD will fully reimburse authorized travelers for parking expenses. Receipts are required for reimbursement.

7.15.4 Private Automobile: The SCSD will fully reimburse mileage at the standard Internal Revenue Service (IRS) allowable mileage rate. Any increases or decreases in the allowable rate will occur simultaneously with the publication date of the new IRS rate as determined by the General Manager or designee.

7.15.5 Rental Car: The General Manager or designee may authorize use of a rental car. Employees should rent compact cars when traveling unless business necessity dictates otherwise, as determined by the General Manager or designee.

Authorized travelers may claim cost of gas, oil, and related auto expenses when supported by receipts and when such expenses are not part of the rental agreement. Travelers should accept the corporate rate whenever possible. This rate includes necessary insurance. When the corporate rate is taken, travelers do not need to

accept the over-the-counter insurance unless they do not have required coverage on their personal insurance. If a traveler must take over-the-counter insurance because personal Insurance does not meet SCSD minimums, the extra insurance cost will not be reimbursed.

For economic reasons, travelers are strongly encouraged to fill the gas tank of the rental car themselves before turning it back in to the rental agency.

- 7.15.6 Tolls:** The SCSD will fully reimburse authorized travelers for tolls. Receipts are required for reimbursement.
- 7.15.7 Lodging:** The SCSD will fully reimburse authorized travelers for actual lodging expenses consistent with the area of travel when supported by the itemized bill from the establishment. Lodging and the cost of lodging must be pre-approved by the General Manager or designee.
- 7.15.8 Meals:** The SCSD will reimburse the actual reasonable, as may be defined by the General Manager, cost of meals excluding alcohol, to authorized travelers on SCSD business outside Humboldt County. Any exception to this restriction will require specific approval by the General Manager or designee. Meal reimbursement shall be capped at \$45 per day, with \$10 breakfast, \$15 lunch, \$20 dinner
- 7.15.9 Business Meals:** SCSD-authorized travelers are allowed to host meals for other persons when the meal is related to the business. Travelers may claim actual cost for the meal when supported by receipts. The reason for the meal and the names and titles of guests will be listed on the travel claim form. Any deviation from the above guidelines requires approval by the General Manager or designee. Expenses for business meals consumed within Humboldt County will be reimbursed for the client only unless the appropriate manager pre-approves the employee's meal or it is consistent with the written policy of the General Manager. Documentation as listed in the above paragraph must be supplied.
- 7.15.10 Registration Fees:** The SCSD will fully reimburse authorized travelers for registration fees required to attend a seminar, organized luncheon meeting, etc., when supported by receipt. Reimbursement will occur only when the employee has prior written authorization and is representing the SCSD.
- 7.15.11 Phone Calls:** Authorized phone calls on a business trip are calls made during SCSD business. All long-distance business calls should be placed on a station-to-station basis using a telephone credit card, except that SCSD will reimburse the employee for one call of reasonable length to home each day that the employee is required to stay overnight outside of the area on SCSD business. Phone call reimbursement is subject to the limitations in the below section on "Incidental Expenses".
- 7.15.12 Incidental Expenses:** The SCSD will reimburse authorized travelers for actual incidental expenses incurred, such as personal phone calls, taxi driver and baggage tips, etc. up to a maximum of \$8.00 per day when certified by the claimant. These are claimed and itemized as incidentals on the claim form.

7.15.13 Travel Extension: When employees traveling by air wish to extend an authorized trip beyond the time required for business, they may do so on their own time if they obtain pre-approval for vacation taken. The SCSD will reimburse the employee for the cost of lodging and meals only up to the initial return date.

7.15.14 Adequate Records: It is the responsibility of the traveler to keep adequate documentation of expenses claimed for reimbursement. Incidentals, while not requiring receipts, must be itemized on a log with the date, description of each incidental expense, and amount attached to the travel claim. All receipts must be original. They should be placed in chronological order and attached to 8 1/2 X 11 sheets of paper with the date and explanation next to the receipt. Any claim submitted that does not follow these guidelines may be returned to the claimant for correction. Any exceptions to this policy require written approval by the General Manager or designee.

7.16 Educational Reimbursement Policy: Reimbursement is subject to determination by the General Manager that a course is career related and subject to approval by the General Manager who may prepare and issue guidelines for the administration of this policy.

7.17 Political Activities: Employees shall not engage in political activities of any kind either during the employee's work hours or on District property.

Scotia Community Services District Staff Report

DATE: August 20, 2020

TO: Scotia Community Services District Board of Directors

FROM: Leslie Marshall, General Manager

SUBJECT: Resolution 2020-12: A Resolution of the Scotia Community Services District (SCSD) Board of Directors Amending the Financial Management Policy.

RECOMMENDATION:

The Administrative staff recommends that the SCSD Board consider Adopting Resolution 2020-12: Amending the Financial Management Policy (FMP).

ACTION:

Review the Amendment and Adopt Resolution 2020-12.

DISCUSSION:

The Special District Risk Management Authority (SDRMA) recommends that California Public Agencies, review all existing adopted Policies, Procedures and Programs on an annual basis. Additionally, SDRMA recommends that public agency, administrative staff, provide revisions for all adopted policies, procedures and programs, to their respective Board, for consideration, discussion and adoption by resolution.

Administrative staff have completed their review of the SCSD Board adopted FMP and recommend that the Board consider the revisions to the FMP, for adoption by Resolution 2020-12. The FMP revisions follow SDRMA and applicable State guidelines, recommendations and requirements. The FMP revisions include new Contracting and Bidding Regulations regarding insurance and bonding requirements, which are recommended by the District's Legal Counsel.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 2020-12 with the revised Financial Management Policy.

RESOLUTION NO. 2020 - 12

**A RESOLUTION OF THE SCOTIA COMMUNITY
SERVICES DISTRICT BOARD OF DIRECTORS
TO AMEND THE SCOTIA COMMUNITY SERVICES DISTRICT
FINANCIAL MANAGEMENT POLICY**

WHEREAS, the Scotia Community Services District (“Scotia CSD”) is organized and operates pursuant to the California Government Code Section 61000, *et seq.*; and

WHEREAS, California Government Code Section 61045(g) requires the Board to adopt administrative policies for the operation of the Scotia Community Services District; and

WHEREAS, on September 17, 2015 the Scotia CSD adopted a Purchasing and Procurement Policy to ensure the appropriate safeguards against loss, that transactions are executed and recorded properly, and to control purchases before the Scotia CSD is obligated to pay; and

WHEREAS, the State Water Resources Control Board requires a more complete and extensive financial management policy than the Purchasing and Procurement Policy established in 2015 and determined that amendments were necessary to and;

WHEREAS, the Scotia Community Services District Board of Directors adopted a Financial Management Policy that, by adoption subsumed the Purchasing and Procurement Policy established in 2015; the Financial Management Policy was amended in 2019 under Resolution 2019-9 and is further amended here.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Scotia Community Service District as follows:

Section 1: The Recitals set forth above are incorporated herein and made part of this Resolution.

Section 2: The amended Scotia Community Services District Financial Management Policy, dated August 20, 2020 attached hereto and by this reference made a part hereof, is hereby adopted as the official financial management policy of this District.

This resolution shall be effective upon its adoption.

Dated: August 20, 2020

APPROVED:

Paul Newmaker, Board President, Scotia CSD

ATTEST:

Board Clerk, Scotia CSD

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2020-12, passed and adopted at a regular meeting of the Board of Directors of the Scotia Community Service District, County of Humboldt, State of California, held on the twenty-first day of August 20, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Board Clerk, Scotia CSD



FINANCIAL MANAGEMENT POLICY
OF THE
SCOTIA COMMUNITY SERVICES DISTRICT

ADOPTED
November 10, 2016

UPDATED
~~March 21, 2019~~ August 20, 2020

FINANCIAL MANAGEMENT POLICY

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1. **GENERAL PURPOSE**

The purpose of these policies is to establish guidelines for developing financial goals and objectives, making financial decisions, reporting the financial status of the Scotia Community Services District (“SCSD” or “District”), and managing the District’s funds.

It is also intended to provide reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition and that transactions are executed in accordance with the SCSD ~~Board’s~~ Board of Director’s (Board) authorization and recorded properly.

The intent of the District is to control purchases before the District is obligated to pay for goods or services. This Financial Management Policy (FMP or Policy) is designed to accomplish this goal while providing a clearly documented record of the entire process.

Purpose of Reserve Policy

~~Adequate reserve funds are critical to the successful and stable, short and long term operation of the District.~~

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Adequate reserves for District operations, maintenance and capital improvements ensure that customers experience both stable rates for service and the security that the District can respond to emergencies, especially regarding water and wastewater quality issues. Adequate reserves ensure that the District will at all times have sufficient funding available to meet its operating, capital and debt service cost obligations, together with future debt or capital obligations, as well as any unfunded mandates, including costly regulatory requirements.

The District manages its working capital in a manner that allows the District to fund costs consistent with its five-year rate study financial plan, and that avoids significant rate fluctuations due to changes in cash flow requirements. The ability of the District to maintain reserve funds is a critical factor in providing reliable service, mitigating rate increases, and ensuring overall financial strength.

Adequate reserves directly affect the District’s bond rating and ultimately the ability to access debt markets at favorable interest rates, thereby ensuring the ability to finance and construct the infrastructure necessary to ~~renew~~ repair or replace existing systems to meet future needs.

Annually during the budget adoption process, the District Board approves the appropriate levels and uses for reserve funds based upon the needs of the District.

The District’s reserve fund policy shall be periodically reviewed and adjusted to meet the needs of the District.

2. **FINANCIAL RESPONSIBILITIES**

It is the responsibility of the SCSD Board ~~of Directors (Board)~~ to formulate financial policies and review operations and activities on a periodic basis.

The Board delegates this oversight responsibility to the District General Manager

(~~Manager~~).

The ~~General~~ Manager acts as the primary fiscal agent, implementing all financial policies and procedures. The ~~General~~ Manager, with recommendations of the Board is responsible for the coordination of the following: Annual budget presentation, management of the funds and other fund investments, selection of the outside auditors, and approving revenue and expenditure objectives in accordance with the Board approved long-term plans.

The ~~General~~ Manager has the day-to-day operations responsibility for managing District funds, ensuring the accuracy of the accounting records, internal controls, financial objectives and policies, financial statement preparation, and bank reconciliation review and approval.

The ~~General~~ Manager is responsible for the preparation of the Chart of Accounts, Reporting Formats, Accounts Payable Processing, Payroll input and Payroll processing, Cash Receipts input, Journal Entries for General Ledger, required tax reporting, as well as bank reconciliations. The ~~General~~ Manager may delegate or contract for these services.

3. **CONFLICT OF INTEREST**

Members of the Board are prohibited from activities that might present conflicts of interest. The powers of directorship may not be used to personally benefit the Director at the District's expense. If a Director has a financial interest in a District transaction, the Director must fully disclose the interest and abstain from voting. Loans to Directors are prohibited.

4. **BUDGETING PROCESS**

The ~~District's General~~ Manager shall be responsible for presenting to the Board an annual operating budget draft sixty (60) days prior to the end of the fiscal year.

The Board shall review and approve the final draft recommended fiscal year budget revenues, expenditures and cash flow.

5. **COMPENSATION AND PAYROLL**

Payroll is executed bi-weekly. Paychecks or direct deposits will be provided to each employee by the ~~General~~ Manager or designee.

Monthly payroll expenses shall be verified by the ~~General~~ Manager or designee against payroll reports and direct deposit reports and reconciled with checking account reports.

The compensation of the ~~General~~ Manager or designee shall be determined by the Board. Compensation is based on a board-approved process that considers comparable data and ~~General~~ Manager performance. The salaries of all other employees shall be determined by the ~~District's General~~ Manager. Compensation ranges for all staff positions shall be approved by the ~~District's General~~ Manager. No employee of the District may be compensated outside of the approved range, without the approval of the ~~General~~ Manager and Board.

6. **BANK ACCOUNTS AND INVESTMENT ACCOUNTS**

The ~~General~~ Manager, or designee shall maintain and oversee bank and investment accounts, and ensure the District's day-to-day financial operations. Several accounts may be maintained by the District which may include but are not limited to:

1. Checking Account
2. Local Agency Investment Fund (LAIF) Account
3. Certificates of Deposit
4. Brokerage Account
5. Loan Accounts
6. Savings Accounts

These accounts may be changed as the District's financial conditions and requirements change.

7. **INVESTMENTS REPORTS AND INVESTMENTS POLICY**

Investments shall be reported with the monthly financial statements at cost or market value. The ~~General~~ Manager shall review and determine the general investment strategy for all funds.

8. **CHECKING ACCOUNT**

All checks, cash, money orders, and credit card deposits, are reviewed by the ~~General~~ Manager and deposited in the appropriate accounts. Fund raising events, and miscellaneous contributions, shall be deposited into the accounts. Monies shall be transferred from the checking account into the investment account when necessary, by the ~~General~~ Manager. Checks are written weekly to meet obligations, or ongoing operational expenditures.

Checks shall be issued only after the invoices have been approved and signed by the designated staff person, reviewed, and signed by the ~~General~~ Manager.

Checks shall be issued as needed to meet deadlines and take advantage of discounts. Check writing shall be batched and done weekly where possible.

9. **RESERVE FUND**

The District shall maintain a reserve fund, set by the Board.

Capital Reserve Fund

~~The~~ Capital Reserve funds are ~~is~~ intended for general use on ~~€~~ capital projects. The funds come from contributions from other agencies or from funds that were budgeted on capital projects in prior years but unspent. This fund is spent directly on capital expenditures over the current or future year's normal capital budget and is not held in reserve for some other purpose.

Included in this fund are the connection fees collected from developers to pay for the new

facilities necessary to deliver water and wastewater service to newly developed property. These fees include, but are not limited to, offsite improvements such as the development's fair share cost of wells, reservoirs, transmission mains, treatment plant capacity, wastewater facilities and other necessary facilities. The fees are collected at rates established by the Board based upon specific financial rate studies. The rates charged are based on a project's equivalent dwelling unit (EDU) or equivalent basis. These funds are restricted to the design and construction of capital facilities.

This Capital Reserve Fund is drawn down annually as planned capital expenditures amounts are made. At the end of each fiscal year any unspent budgeted capital amount will be reallocated to this fund and will be used in the following year's capital budget.

Debt Service Reserve Fund

Debt Service Reserve Funds are required to be maintained at a level sufficient to fund maximum annual debt service payments. These funds are to be used in the event that the District is unable to meet its required semi-annual debt service obligation. Reserve funds will be used to make the last two semi-annual debt service payments. Annual interest earnings on reserve funds shall be applied to each year's debt service payments. Any reserve funds related to State Revolving Fund Loans shall be treated identically to reserve funds as these loans are contractually defined as parity debt to the District's Senior Lien Bbonds.

Board Restricted Funds

Rate Stabilization Fund

This fund is governed by legal covenants for the District's revenue bonds. The purpose of the fund is to assist in smoothing buffering rates to pay SCSD debt service and to assure that minimum debt service coverage ratios required by the District's covenants would be met in the future. Funds deposited into this reserve are treated as operating revenues in the year of deposit and will be treated as operating revenues in years of use for the purposes of computing the District's debt service coverage ratio.

This fund is applied in the five-year financial plan and annual rate model along with other reserve funds to smooth buffer future rate increases. This fund will provide a buffer should revenue estimates in any year not meet projections. ~~The Rate Stabilization Fund will be drawn down to smooth rate increases.~~ Specifically, they will be applied in any year where other revenues are not sufficient to meet the required debt service coverage ratio. They will also be applied if meeting only minimum coverage levels could result in the District's ratings being downgraded.

O&M Operating Reserve Fund (Contingency Fund)

~~The This fund O&M Operating Reserve (Contingency Fund)~~ will vary over time with a goal of maintaining three-months average operating expenses excluding depreciation. This reserve fund is considered a working cash requirement. It bridges the gap between the time expenses are paid and the time revenues from the same service are collected from customers.

Capital Replacement Reserve Fund

This fund pays for the replacement of existing facilities and equipment as it reaches the end of its useful life or for major repairs that extend the useful life of facilities.

Unrestricted Reserves

~~Unrestricted reserves~~ This fund also termed “General Reserves” represent a remainder balance of cash that is not yet designated for some use by the Board.

10. SIGNATURE POLICY

The ~~General~~ Manager and one designated signatory (two signatures) shall, unless otherwise decided by the Board, sign all checks, drafts, or orders for payment of money, issued in the District’s name for all amounts less than \$25,000. Amounts greater than \$25,000 require Board approval. In the absence of either individual, the signature of the Board President must be obtained.

The District checking account shall require signatures by any two of the following persons:

- General Manager and designee
- Board Members designated as signatories

The Board ~~of Directors~~ shall nominate a signatory, in addition to the Board President, from amongst themselves. The designation documentation shall be done by either Resolution of the Board ~~of Directors~~, or by letter written to the bank by the Manager stating whom was designated by the Board ~~of Directors~~.

11. REVENUE AND INCOME PROCEDURES

The ~~General~~ Manager in conjunction with the Board, develops and proposes revenue goals and objectives and submits them for Board discussion and approval.

12. RECORDING RECEIPTS

Checks and Payments

The following procedures for payment received through the mail or given to a staff person shall be in place: Mail should be opened by the Board Administrator, General Manager, or designee. All checks shall be endorsed with the District’s official stamp, or signed by the ~~General~~ Manager. All checks and money orders received through the mail shall be recorded by date, name of company or individual, designation, and amount. Cash is not accepted.

After recording checks, an individual deposit ticket shall be prepared and input into record. That record shall include date of deposit, name of sender, amount, and designation. A copy of the bank deposit slip is retained in chronological order with copies of the deposited checks. All checks and money orders shall be deposited the same business week if possible, and no later than the next business week into the District’s Bank Account.

Gifts and Donations

Gifts received, such as donations, shall be properly recorded, and the procedure outlined in the Personnel Policies Section 7.3 shall be followed. Transactions should be periodically rechecked by the ~~General~~ Manager.

Goods and Shipments

Goods received shall be initialed and dated on the receiving record (packing list). If only a partial shipment is received, the items received shall be clearly indicated and a photocopy given to the ~~Manager or designee, District Administrator~~. Upon receipt of all items, the person receiving the goods shall again initial and date the receiving record (packing list) indicating which goods were received in the final shipment then given to the Manager or designee ~~District Administrator~~.

13. **EXPENDITURES PROCEDURES**

All expenditures shall be approved by the ~~General~~ Manager. All expenditures shall be coded by account number using the District's Chart of Accounts and Class Division.

The District maintains standard accounting records containing all aspects of the District's financial operations electronically.

Invoices shall be approved by the ~~General~~ Manager. Following the review and approval, checks shall be prepared, signed by the ~~General~~ Manager and other signatory, and sent off for payment, ~~by the Administrator~~. Upon payment of a bill, a copy of the check or duplicate of stub shall be stapled onto the bill and payment date and check number shall be printed on the invoice. The paid invoices shall be filed alphabetically according to company/individual name and shall be kept on a fiscal year basis on file. Record shall be kept for 3 years, or otherwise in accordance with the Record Retention Schedule.

Expenditure Classification

The control mechanism and method of documentation for purchases are determined by the type of expenditure. The District recognizes the following expenditure classifications:

- a. **Purchase Order**
Some purchases of goods may require a purchase order.
- b. **Contract**
All formal contracts for services or goods and informal contracts for services.
- c. **Recurring**
All utilities, payroll taxes & benefits, employee health insurance, monthly rental/escrow payments and cash transfers between accounts.
- d. **Debt Payments**
All interest and principal payments on bond issues, lease-purchase payments (including those related to issuance of certificates of participation by other entities), transfers to fiscal or paying agents and any other long-term indebtedness.
- e. **Travel**
All reimbursements for travel, mileage reimbursement for use of personal automobiles and local meal expenses.
- f. **Petty Cash**
All reimbursements of purchases from the petty cash fund and increases in petty cash or

change funds.

g. **Customer Refunds**

All utility billing deposit refunds and overpayment refunds to customers.

h. **Other**

All other purchases which cannot be classified in one of the above categories.

Control Procedures

Purchasing shall be controlled according to their classification as indicated above by the following procedures:

a. **Purchase Order**

The purchase of supplies, materials and capital assets may require a purchase order.

b. **Contract**

Control procedures for non-budgeted contract purchases shall be further classified as: Contract Construction, Professional Services, or Other Services. Contract purchases between \$5,000 and \$25,000 require a formal contract, approved and signed by the ~~General~~ Manager. Any purchase above \$25,000 requires a formal contract approved by the ~~Board, and Board and~~ signed by the ~~General~~ Manager, and, if the contract purchase is a contract for construction, shall require formal bidding procedures. Sole source contracts shall require board determination and approval.

c. **Recurring**

These purchases shall be controlled by the budget. The Board shall adopt an annual budget which shall include, but is not limited to, line items for electricity/natural gas, telephone, telemetry, employer payroll taxes, retirement contributions, each type of employee benefit, insurance, each type of on-going rental, equipment and software maintenance and support contracts.

The ~~General~~ Manager shall monitor the relationship of year-to-date purchases in these line items to the adopted budget. Purchases which exceed the budgeted amount but are not more than ten percent (10%) or \$5,000 greater, shall be approved by the ~~General~~ Manager.

Transfers of cash between accounts for recurring purchases exceeding \$5,000 shall be approved by the Board.

Monthly budget statements shall be presented to the Board detailing monthly purchases. Unusual or large variances will be explained to the Board.

All other recurring payments shall be approved by the ~~General~~ Manager.

d. **Debt Payments**

These purchases shall be controlled by the amortization schedules created by the debt instruments. All such payments shall be approved by the ~~General~~ Manager. Any demand for payments not contemplated in the debt instruments shall be approved by the Board.

e. **Travel**

These purchases shall be controlled as delineated in Section 16, and consistent with Personnel Policies Section 7.15 Travel Policy.

f. Petty Cash

A petty cash fund provides a systematic method for paying and recording out-of-pocket cash payments too small to be made by check. These purchases shall be approved by the ~~General~~ Manager. The ~~General~~ Manager shall maintain control of, and responsibility for, payments disbursed from the Petty Cash fund.

Total Petty Cash Fund shall be limited to \$250.00 per quarter. The amounts of the petty cash or change funds shall be changed only by Board action. No single expenditure from the petty cash fund shall exceed \$50.00, without express permission from the ~~General~~ Manager. Reimbursements shall be for the specific amount of payments made, and receipts must be kept as record.

Any overage or shortage in petty cash shall be taken into account in the reimbursement amount to ensure that the balance of the fund does not exceed or fall below the amount as authorized by the Board. The ~~General~~ Manager shall monitor any overages/shortages on a continuing basis.

g. Customer Refunds

- (i). Utility Account Deposits - These shall be controlled by the utility billing system. Security deposits will be refunded to the customer after 1 year of on time payments or when the account is closed, whichever comes first. Normally, closing bills will be prepared, which may show a balance due to the customer. Such refunds shall be approved by the ~~General~~ Manager.
- (ii). Inspection Deposit Refunds - These shall be approved by a ~~General~~ Manager.
- (iii). Other Deposits - Occasionally other deposits will be refunded (i.e. Related to parks rentals, etc.). These shall be approved by the ~~General~~ Manager.

h. Credit Card Use

Credit card purchases shall be classified in the expenditure category which best suits the type of goods or services procured. The Board shall approve application for any credit cards.

All credit cards shall be controlled by the ~~General~~ Manager who shall have responsibility for them. All purchases on these cards shall be subject to the same controls which would apply if the District had a normal open account at specific stores (i.e. purchase order/blanket purchase order).

The fuel card is intended primarily for retail fuel purchases. It may be used from time to time for out-of-town personal automobile use while on District business, with prior approval from the ~~General~~ Manager. The ~~General~~ Manager shall control the card and have responsibility for it. When used for out of town travel, all of the normal travel controls shall be observed.

Credit cards may be issued to any District employee as determined by the ~~General~~ Manager. The card will be in the District's name. The primary purpose of the credit card is as a payment method for staff travel, however, the card can be used to pay for any

purchase when it is the most efficient method. Purchases made with a credit card must comply with all approval requirements set forth in this expenditure policy. Before receiving a credit card, employees must sign a "credit cardholder use agreement" (at the end of this policy) setting forth their obligations under this program.

All receipts must be submitted to the ~~District Administrator~~ Manager or designee for reconciliation. Failure to submit receipts may result in revocation of credit card by ~~General~~ Manager.

i. **Phone Orders**

Orders for goods or services placed by telephone, fax or other electronic media shall be subject to the normal purchase order or travel controls. Purchase orders or travel authorizations shall be prepared in advance of placing the order.

j. **Transfers Between Accounts**

Transfers between accounts, shall be authorized by the ~~General~~ Manager, are not to exceed \$5,000.00, and shall be approved in advance where possible. Approval shall be by the Board or ~~General~~ Manager in accordance with the limits. If it is not possible to obtain approval in advance, approval shall be upon receipt of goods or services.

14. PURCHASING

Any expenditure in excess of an amount determined by the Board for the purchase of a single item should have bids from three (3) suppliers if possible. These bids are reviewed by the ~~General~~ Manager and the bid award must be specifically approved in advance by the ~~District's General~~ Manager.

Purchase of less than the approved amount may be made at the discretion of the ~~District's General~~ Manager without competitive bids. However, for fixed assets, reasonable diligence should be exercised to comparatively shop for available sources.

Any purchase made by a Board member on behalf of the District will require prior approval by the ~~General~~ Manager.

Purchase Order Procedures

When a vendor requires a purchase order to complete an order, the following steps shall be followed.

1. Requisition and Preparation

The ~~General~~ Manager will provide authorized users access to the purchasing software. The software system may require a vendor name, date, account number to be charged, quantity, description, and unit price. The software system may assign a consecutive number to the purchase order and print a working copy. The computer system shall print an original for signature.

2. Approval

The ~~General~~ Manager may approve, and sign purchase orders expected to be \$25,000 or less without Board approval. Purchase orders expected to exceed \$25,000 must be

approved in advance by the Board and signed by the ~~General~~ Manager.

In addition, the ~~General~~ Manager, may designate additional employees to approve and sign for purchase orders not expected to exceed \$500. Such designation shall be in writing ~~to~~ from the ~~General~~ Manager.

3. Issuance to Vendors

The purchase order number shall be provided to the vendor and a copy sent to the vendor as needed. The signed copy shall be given to the ~~District Administrator~~ Manager or designee to match with the receiving copy and invoice.

4. Receipt of Goods

See Section 12: Recording Receipts.

5. Approval for Payment

The ~~District Administrator~~ Manager or designee shall match the invoice, the purchase order copy, and the receiving record of the purchase order prior to submitting the purchase order for approval. If the invoice exceeds the amount indicated on the purchase order by more than 10%, the ~~District Administrator~~ Manager or designee shall so indicate on the purchase order and the person approving the purchase order shall initial such notation indicating approval to pay the higher amount.

Purchase Order Documentation System

a. General

The classification of the expenditure shall be clearly indicated on the purchase order form. The purchase order shall list all invoices or statements to be paid with one check. No payments shall be made without a properly approved purchase order form.

b. Preparation of Purchase Order

Purchase orders shall be numbered consecutively as prepared. The purchase order number shall be entered in the computer software system when the account payable is entered.

All required supporting documents shall be attached to the purchase order form prior to approval.

c. Supporting Documents Required

Required supporting documents are determined by the classification of expenditure as follows:

(i). Purchase Orders:

- Vendor invoice or statement
- Copy of purchase order
- Receiving document of purchase order initialed and dated by person receiving goods

(ii). Contracts:

- Vendor invoice or statement initialed and dated by person affirming that work was done
- (iii). Recurring Purchases:
 - Vendor invoice or statement initialed and dated by person affirming that service was received
 - No documentation required for cash transfers between accounts - purchase order must be signed by the ~~General~~ Manager
- (iv). Debt Payments:
 - No documents required - purchase order must be signed by the ~~General~~ Manager
- (v). Travel Purchases:
 - Travel and Automobile Use Approval Form (Appendix A)
 - Travel and Automobile Use Expense Accounting Form (not required for advance payments) (Appendix B)
 - Receipts for airfare, lodging, meals, other purchases for which a receipt is normally given. Unless the Board or this policy establishes other permitted reimbursement rates for travel, meals, lodging and other actual and necessary expenses, the District will reimburse expenses at the U.S. General Services Administration (GSA) rate for travel, meals, lodging, and other actual and necessary expenses.
- (vi). Petty Cash Purchases:
 - Receipts and paid-out tags
- (vii). Customer Refunds:

Utility Account Deposits

The “Utility Account Deposit” may substitute as the purchase order. The list is to be initialed and dated by the ~~District Clerk Manager or designee~~. The ~~General~~ Manager shall approve the utility account deposits list on a regular basis.

d. Purchase Order Approval

Purchase orders must be approved and signed by the designated staff person prior to preparation of a check ~~by the District Clerk~~.

e. Filing of Documentation

Purchase orders and attached documentation shall be filed alphabetically by vendor promptly after issuance of a check.

Contracts, special deposit documents, and debt agreements shall be filed separately as appropriate.

15. LOCAL TRAVEL AND EXPENSE REIMBURSEMENTS

Employees must abide by the sections contained within this policy, and Personnel Policies

Section 7.15 Travel Policy. Travel and expense reports/receipts for mileage, meals, hotel, supplies, etc., will be maintained by each employee and then submitted to the ~~General~~ Manager for approval and payment.

Mileage to and from the employee's residence to the place of work will not be paid by the District. Reimbursements will be based on the mileage rate established by IRS and approved through the budgeting process.

All expenditure receipts must be attached to the expense voucher as a condition for payment.

Travel Expenditure Procedures

a. Approval

All out of town travel and local meal purchases by staff shall be approved in advance. Local use of personal automobiles shall also be approved in advance.

Travel, local meals (~~ie i.e.~~ meals provided by the ~~General~~ Manager's discretion to employees during emergencies) or vehicle use to be incurred by District staff shall be approved by the ~~General~~ Manager.-

For the ~~General~~ Manager and Board members, approval shall be by any other Board member.

b. Reimbursement and Accounting

Reimbursement for out of town travel and for local meals shall be made for the actual cost. Meal reimbursement shall be capped at \$45 per day, with \$10 breakfast, \$15 lunch, \$20 dinner. Reimbursement for all personal automobile use shall be made using the Internal Revenue Service approved business mileage rate.

The staff member must account to the District within ten (10) days of the end of the activity for all expenses.

16. FINANCIAL STATEMENTS

The ~~General~~ Manager shall prepare and present biannual Financial Statements in a format approved by the Board. The statements shall be presented to the Board for review, and shall include: net assets and revenues, expenses, gains and losses, Restricted Funds, Cash Management Fund, Property and Equipment Fund, etc.

17. BANK RECONCILIATIONS

Bank reconciliations shall be completed monthly by the ~~General~~ Manager or designee and cross-referenced with the cash and receipts logs and the monthly Financial Statements. The Financial Statements shall be compiled and reviewed by the ~~General~~ Manager and approved by the Board.

All Bank Statements, Credit Card Statements, and Endowment Fund Reports will be reconciled every month by the ~~General~~ Manager, and records will be kept in the District

office.

18. AUDIT

According to CA Government Code §61118(a), the Board shall provide for regular audits of the ~~D~~istrict's accounts and records pursuant to CA Government Code §26909.

The audit shall be completed by a certified public accountant or public accountant. Where an audit of a special district's accounts and records is made by a certified public accountant or public accountant, the minimum requirements of the audit shall be prescribed by the California State Controller's Office (~~C~~ontroller) and shall conform to generally accepted auditing standards, and a report thereof shall be filed with the Controller and with the ~~C~~ounty ~~A~~uditor (~~A~~uditor) of the county in which the special district is located. The report shall be filed within 12 months of the end of the fiscal year or years under examination. The ~~General~~ Manager shall have direct responsibility in overseeing the implementation of the Annual Financial Audit.

The ~~General~~ Manager shall recommend to the Board for approval, the selection of a firm to perform the annual audit. In addition, the staff shall assist when necessary in the audit preparation, and report the final results to the Board. A representative of the audit firm shall be required to make a presentation to the Board.

The ~~General~~ Manager or the Auditor shall prepare any required tax or audit forms and they shall be reviewed by the Board President before submission to the County and State.

Notwithstanding the provisions of this section, a special district shall be exempt from the requirement of an annual audit if the financial statements are audited by the Controller to satisfy federal audit requirements

According to CA Government Code the Board shall also provide for the annual financial reports to the Controller pursuant to Article 9 (commencing with Section 53890) of Chapter 4 of Part 1 of Division 2 of Title 5.

19. NOTES, LOANS, ETC.

All notes, loans and other indebtedness to be contracted in the name of the District, except open accounts and all other routine banking transactions, shall require the signature of the ~~General~~ Manager, unless otherwise specified by the Board or established in the present financial management policies and procedures. All indebtedness must be approved by the Board.

20. DEEDS, CONVEYANCES, ETC.

The ~~General~~ Manager and the Board President, with consultation from legal counsel, shall execute all Deeds, Conveyances, Mortgages, Leases, Contracts and other instruments in the name of the District.

21. LEASES AND OTHER CONTRACTUAL AGREEMENTS

Leases and other contractual agreements are negotiated by the designated District negotiators, with consultation from District Legal Counsel, and executed with the approval of the Board. This applies to buildings to be leased from and/or to the District.

The General Manager is authorized to develop and enter into contractual agreements with vendors, bankers, and third parties for the purpose of ensuring the District's general operations. The Board may review such agreements and make recommendations if necessary.

22. CONTRACTING AND BIDDING REGULATIONS

Two types of bonds are required to be included with all Request for Proposals (RFPs), a bid security bond and performance/payment bonds.

A bid security bond is used as an assurance that the bidder will enter into the proposed construction contract in accordance with its bid if the bid is accepted by the District.

A performance bond is one provided by the contractor to guarantee the complete and faithful performance of the construction contract by the contractor.

A payment bond is to protect the District from a defaulting contractor and to provide a distinct remedy to public works subcontractors and suppliers of labor or materials to public works projects.

a. All Bonds

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents. Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount **not less than 10%** of the amount of the bid, made payable in the order of the District. The check or bond shall be given as security that the bidder shall enter the Contract with the District and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents.

The check or bond may be retained by the District for sixty (60) days or until the Contract is fully executed by the successful bidder and the District, whichever first occurs. The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of **100%** of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the Contract is awarded, which license shall be a current California Class A license and/or a C33 or combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture licensed as defined in the Business and Professions Code, Section 7029.

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Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the Contract and shall result in the forfeiture of the security of the bidder. The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990, and other applicable law. The Contract is also subject to and incorporates by reference the provisions of Public Contract Code, Section 22300, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

b. Security Bond

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the District, the amount of which shall not be less than 10% of the submitted Total Bid Price, made payable to the District as bid security. The Bid security shall be provided as a guarantee that within five (5) working days after the District provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The Bid security will be declared forfeited if a successful bidder fails to comply within said time. No interest will be paid on funds deposited with the District.

c. Performance and Payment Bond

The successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in the amount equal to 100% of the contract price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all of the State of California bonding requirements, as defined in California Code of Civil Procedures, Section 995.120, and that is a California admitted surety insurer. Pursuant to Section 22300, of the Public Contract Code of the State of California, the successful bidder may substitute certain securities for funds withheld by the District to ensure performance under the Contract.

d. Insurance Requirements:

Consultants shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, Consultant's agents, representatives and employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
3. Workers' Compensation Insurance as required by the State of California and

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Employers' Liability Insurance. If no employees are utilized, the Consultant shall sign a declaration as described in California Health and Safety Code Section 19825.

4. Professional liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Professional liability: \$1,000,000 per occurrence or claim as approved by Scotia CSD General Manager."

22. INSURANCES

Reasonable and adequate coverage will be maintained to protect the District's interests as well as the Board and the District's employees. The following insurance policies shall be kept on a yearly basis: Property, Boiler and Machinery, General Liability, Uninsured and Underinsured Motorists, Pollution Liability Coverage, Personal Liability – Board Members/Directors, Employee and Public Officials Dishonesty, Cyber Coverage, Vehicle Coverage, Specific Terms and Endorsements (i.e. Dam Operations Liability Endorsement), Workers Compensation Insurance, and Employees Health Insurance.

Insurance Policies shall be carefully reviewed by the ~~General~~ Manager and District Legal Counsel.

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23. PROPERTY AND EQUIPMENT

Property and equipment shall be stated at historical cost. Depreciation is computed for property and equipment purchased over \$2000 and will be computed over the estimated useful lives of the assets. A Depreciation schedule shall be prepared and maintained by the District's ~~General~~ Manager, or designee (i.e. Auditor), taking into consideration the annual equipment inventory. The District will follow surplus requirements regarding excess property under Government Code §50568 et. seq. and §54220 et. seq., and the District's Surplus Property Ordinance.

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22.24. EQUIPMENT INSTALLATION

Purchase, installation and maintenance of electronic and radio equipment, office equipment, computer equipment, etc. shall be approved by the ~~General~~ Manager. Staff members shall be responsible for receiving and supervising the installation of equipment scheduled for

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their facility or working area, and for maintaining and protecting the equipment installed in their offices.

23.25. DONATED MATERIALS AND SERVICES

Donated materials and equipment shall be reflected in the Financial Statements at their estimated values measured on the date of receipt.

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24.26. CONFIDENTIALITY AND RECORDS SECURITY

Financial records may be restricted where appropriate. Records will be ~~scrubbed~~ screened for sensitive information. Only the ~~General~~ Manager ~~or~~ or ~~designee~~ or others so authorized, shall have access to financial records (vendor files, checks, journals, payroll, etc.).

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25.27. DOCUMENT RETENTION

Financial documents are retained for a period of time in accordance with the District's Records Retention Schedule, and keeping with State law and the recommendations of the IRS.

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Appendix A**SCOTIA COMMUNITY SERVICES DISTRICT
TRAINING AND TRAVEL APPROVAL FORM**

Employee	Date Submitted
----------	----------------

TYPE OF ACTIVITY

<input type="checkbox"/> Out of Town Travel	<input type="checkbox"/> Local Meal
<input type="checkbox"/> Conference	<input type="checkbox"/> Local Automobile Use
<input type="checkbox"/> Training	<input type="checkbox"/> Local Automobile Use (Emergency)

DESCRIPTION OF ACTIVITY

Location	
Dates	
Sponsor/Instructors	
Specific nature of training:	
How will this training meet the needs of the District?	
Type of transportation to be used:	
Other training functions attended this year:	

ESTIMATED COST AND ADVANCE PAYMENT REQUEST

	Estimated Cost	Advance Approved
Personal Automobile Use – ___miles RT x mileage rate*		
Other Transportation – District Vehicle Fuel		
Lodging		
Meals – dinner 1 night		
Registration		
Other (describe)		
Totals		
Approved by:	Date:	

*Current Mileage Rate as set annually by the IRS

Appendix B

**SCOTIA COMMUNITY SERVICES DISTRICT
TRAINING AND TRAVEL EXPENSE FORM**

Employee	Date Submitted
----------	----------------

TYPE OF ACTIVITY

<input type="checkbox"/> Out of Town Travel	<input type="checkbox"/> Local Automobile Use
<input type="checkbox"/> Local Automobile Use (Emergency)	<input type="checkbox"/> Training
<input type="checkbox"/> Conference	<input type="checkbox"/> Local Meal

DESCRIPTION OF ACTIVITY

Location	
Activity	
Dates	

ACCOUNTING

Automobile Use:		Miles: ____miles RT x mileage rate* =			
Public Transportation:					
Lodging:					
Meals	Date	Breakfast	Lunch	Dinner	
Other (explain):					
Total Expenses – (Charged to VISA <input type="checkbox"/>)					
Less Advance Received (in any)					
Due to (from) Employee					

Approved by:	Date:
--------------	-------

*Current Mileage Rate as set annually by the IRS

Appendix C

SCOTIA COMMUNITY SERVICES DISTRICT CREDIT CARDHOLDER USE AGREEMENT

Employee: _____

The above named employee (Cardholder) of the Scotia Community Services District has been issued a District credit card. The Cardholder has been provided with a copy of the District's Financial Management Policy and hereby agrees to comply with all terms and conditions set forth therein, including but not limited to:

1. **Official Use Only** – District credit cards are for official use only. Charging personal expenses on District cards is not allowed under any circumstances. Doing so, even if the intent is to reimburse the District later, will result in disciplinary action, up to and including termination.
2. **Timely, Accurate, and Supported Payments** – Credit card payments will be processed on a timely basis and adequate supporting documentation (such as vendor order forms, receipts, invoices, and credit card receipts) will be retained for all charges and attached to payment purchase orders.
3. **Disputed Charges** – The vendor and issuing bank will be notified immediately by the General Manager of any disputed charges.
4. **Lost or Stolen Cards** – The issuing bank and the General Manager will be notified immediately of a lost or stolen card. Failure to do so could make the cardholder responsible for any fraudulent use of the card.
5. **Surrender Upon Request or Separation** – The credit card will be surrendered immediately upon retirement, termination, or upon request of the General Manager. Use of the credit card for any purpose after its surrender is prohibited.
6. **Credit Card Limit** – The credit limit of this card is \$_____
7. **Other Restrictions:** _____

Cardholder Signature

Date

Scotia Community Services District

Staff Report

DATE: August 20, 2020
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager
SUBJECT: Scotia CSD FY 2019/2020 Year End Financial Reports

RECOMMENDATION:

The Administrative staff recommends that the Board review the Fiscal Year End Budget Reports for FY 2019/20.

ACTION:

Review the Fiscal Year End Budget Reports for FY 2019/20. No Action.

DISCUSSION:

The Final FY 2019/20 Budget was adopted in June 2019 by the Board of Directors. The District Board reviewed the actual expenditures vs. budget at mid-year with a budget amendment, and now has 12 months of actual expenditures to compare with the adopted budget for a year-end review. This is a new financial review staff is presenting to the Board for additional review of financials prior to the audit process being completed.

The Year End Analysis lays out actual expenses in Quickbooks format (Attachment A), which compares the expenses (July 1, 2019 – June 30, 2020) to the budget and shows the percent of budget used.

Attachment A: SCSD Profit and Loss Budget vs. Actual by Class and Attachment B: SCSD Balance Sheet, are QuickBooks reports which reflect expenditures by class (each service provided by the SCSD) and an accounting of fixed assets and bank account balances, respectively.

Overall Budget

Overall the actuals were fairly within budget. 80605 Parks and Rec Upgrades were higher than anticipated with baseball field improvements, fencing upgrades, new garbage cans, and rocking the parks in an effort for traffic control. 50400 Permits, Licenses and Dues was above budget due to increases in state licensing costs (namely Division of Dam Safety). Finally Office Supplies was slightly above budget due to the purchase of a new printer and various software expenses. A separate account for Software will be added to this next year's budget for clarity.

Service	Revenue	Expenditure	Net
Treated Water	\$470,542.82	\$237,377.28	\$233,165.54
Raw Water	\$51,254.32	\$124,768.69	-\$73,514.37
Wastewater	\$958,256.91	\$369,842.92	\$588,413.99
Streets & Lighting	\$63,411.92	\$9,714.37	\$53,697.55
Storm Drainage	\$26,140.80	\$3,950.52	\$22,190.28
Parks & Rec	\$159,721.60	\$99,662.53	\$60,059.07
Admin**	\$4,688.04	\$259,566.75	-\$259,144.38
Totals	\$1,663,229.96	\$1,090,130.86	\$554,081.23

** Admin apportioned across all classes in audit.

Admin Budget

As a reminder, the Admin Budget and expenses are proportioned out at year-end across all Funds in the following manner based off the original rate study allocation:

Treated Water	Raw Water	Wastewater	Streets & Street Lighting	Storm Drainage	Parks & Recreation
30%	10%	35%	5%	5%	15%

** Updated for 2020 based on revenues/expenditures/estimated administrative time spent per class

For the classes above the Net Incomes have not accounted for the Admin Allocation.

Overall

The end of year unexpended fund balance was budgeted to be -\$444, 450. The actual unexpended fund balance was \$554,081.23.

The full budgeted amounts from Capital Expenditure projects like the Museum ADA Upgrade, Theater Roof Replacement, and Clarifier replacement, were not fully expended this year, leaving a positive unexpended fund balance to be transferred to reserves.

FISCAL IMPACT/ATTACHMENTS:

Attachment A: SCSD Balance Sheet

Attachment B: SCSD Profit & Loss Budget vs. Actual by Class

Scotia Community Services District
Balance Sheet
As of June 30, 2020

	Jun 30, 20
ASSETS	
Current Assets	
Checking/Savings	
10000 · RCB Checking 28239	978,399.60
12000 · RCB Savings 10367	1,003.56
12100 · RCB Cust Deposit Savings 10797	6,647.15
12150 · RCB Clarifier	205,075.86
12151 · Umpqua Park & Rec Savings	272,831.97
12152 · Umpqua Checking BT Loan	938,316.98
12153 · Umpqua CD Drainage	35,943.28
12154 · Umpqua CD Streets & Streetlight	107,455.43
12155 · Umpqua CD Wastewater	201,300.90
12199 · Petty Cash	494.18
Total Checking/Savings	2,747,468.91
Accounts Receivable	
11100 · Accounts Receivable	4,353.85
Total Accounts Receivable	4,353.85
Other Current Assets	
11101 · Accounts Receivable UBMAX	92,049.35
13100 · Prepaid Insurance	-230.30
Total Other Current Assets	91,819.05
Total Current Assets	2,843,641.81
Fixed Assets	
Parks & Rec Fixed Assets	
15031 · Museum	95,020.00
150311 · Museum Land	107,000.00
1503111 · Museum Improvements	3,140.00
15032 · Winema Theater	156,548.00
150322 · Winema Theater Land	397,400.00
15033 · Park and Ball Field	543,155.26
15034 · Soccer Field	366,360.00
15037 · Carpenter Shop	221,195.00
150371 · Carpenter Shop Land	100,000.00
150381 · Community Forest Land	6,268,590.00
15099 · Accumulated Depreciation	-34,674.59
Total Parks & Rec Fixed Assets	8,223,733.67
Wastewater Assets	
14010 · Vehicles, Trailers	15,476.20
15000 · Accumulated Depreciation Sewer	-79,689.76
15035 · Log Pond	418,797.00

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Accrual Basis

Scotia Community Services District
Balance Sheet
As of June 30, 2020

	Jun 30, 20
15038 · Wastewater Treatment Plant	240,700.00
150382 · Wastewater Collection System	109,720.00
150383 · Wastewater Distribution System	84,960.00
150384 · Distribution linear underground	1,400,000.00
150385 · Standby Generator/Propane Tank	30,088.59
15039 · Improvements to WWTP	15,342.02
Total Wastewater Assets	2,235,394.05
Water Fixed Assets	
14000 · Accumulated Depreciation Water	-207,999.13
14600 · Water Treatment Plant	504,000.00
14610 · Raw Water Steel Storage Tank	916,200.00
14625 · Treated Water Storage Tank	573,000.00
14630 · Fire Water Tanks (2)	229,050.00
14635 · River Intake Pumps	30,400.00
14640 · River Intake Structure	625,000.00
14645 · River Pump Power Building	100,000.00
14650 · Distribution linear underground	1,400,000.00
Total Water Fixed Assets	4,169,650.87
14500 · Equipment & Machinery	3,597.59
15020 · Office Building-400 Church Str	
150201 · 400 Church Street Improvements	20,364.74
150202 · Lot 33 - Land	50,000.00
15020 · Office Building-400 Church Str - Other	220,000.00
Total 15020 · Office Building-400 Church Str	290,364.74
15030 · Office Furniture & Fixtures	6,444.23
Total Fixed Assets	14,929,185.15
Other Assets	
18500 · Security Deposits	
18510 · PG&E Deposit	55.00
Total 18500 · Security Deposits	55.00
Total Other Assets	55.00
TOTAL ASSETS	17,772,881.96
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	29,749.54

Scotia Community Services District
Balance Sheet
As of June 30, 2020

	Jun 30, 20
Total Accounts Payable	29,749.54
Credit Cards	
21500 · Umpqua Commercial Visa	21,371.78
22000 · RCB Mastercard	803.32
Total Credit Cards	22,175.10
Other Current Liabilities	
21000 · Customer Deposits	5,024.05
24000 · Payroll Liabilities	
24060 · PARS Payable	469.09
24000 · Payroll Liabilities - Other	-980.09
Total 24000 · Payroll Liabilities	-511.00
25000 · Due To/Fr TOS	108.67
Total Other Current Liabilities	4,621.72
Total Current Liabilities	56,546.36
Long Term Liabilities	
25020 · Note Payable - 400 Church Str	171,916.95
25030 · Principal Note - Umpqua Loan	-26,000.00
Total Long Term Liabilities	145,916.95
Total Liabilities	202,463.31
Equity	
30000 · Opening Balance Equity	938,202.85
32000 · Retained Earnings	2,804,244.57
33000 · Asset Contribution - TOS	13,273,890.00
Net Income	554,081.23
Total Equity	17,570,418.65
TOTAL LIABILITIES & EQUITY	17,772,881.96

Scotia Community Services District
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	10 Treated Water			
	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Revenue				
40210 · Interest Earnings	0.00			
40221 · Grants	0.00	0.00	0.00	0.0%
40222 · Insurance Claim Money	0.00			
40223 · BT Loan Funds	0.00			
40250 · Park Rental	0.00			
40260 · Special Use Income	0.00			
40265 · Late Fees, New Account Fees	0.00	0.00	0.00	0.0%
40270 · User Fees	474,359.51	440,000.00	34,359.51	107.81%
40271 · SCSD User Fees Adj.	-3,816.69	-2,500.00	-1,316.69	152.67%
40280 · Benefit Assessment	0.00			
40281 · SCSD Benefit Assessment Adj.	0.00			
40285 · System Testing Services	0.00	0.00	0.00	0.0%
40290 · Miscellaneous	0.00	100.00	-100.00	0.0%
Total Revenue	470,542.82	437,600.00	32,942.82	107.53%
Total Income	470,542.82	437,600.00	32,942.82	107.53%
Gross Profit	470,542.82	437,600.00	32,942.82	107.53%
Expense				
Capital Expenditures				
80600 · M-003 Log Pond Clarifier Flow	0.00			
80601 · River Pump EMR B/U Generator	0.00			
80605 · Parks and Rec Upgrades	0.00			
80606 · Sewer Plant Fence Upgrade	0.00			
80609 · Ballpark ADA Upgrade/Bathrooms	0.00			
80610 · SCSD Office ADA Upgrade	0.00	0.00	0.00	0.0%
80611 · SCSD Office Rennovation	0.00	0.00	0.00	0.0%
80612 · Ball Park ADA Upgrades	0.00			
80613 · New Truck	14,481.65	14,500.00	-18.35	99.87%
80615 · River Pump Intake Road Gate	0.00			
80620 · Winema Theater Roof	0.00			
80621 · Museum ADA Upgrades	0.00			
80622 · Carpenter Shop Roof Replacement	0.00			
80624 · Winema Theater ADA Bathrooms	0.00			
80625 · Winema Theater Foundation Rep	0.00			
80630 · Corridor Infastructure Share	0.00			
80661 · Primary Clarifier Repair	0.00			
80680 · Utility Line Locator	1,852.94	1,900.00	-47.06	97.52%
Total Capital Expenditures	16,334.59	16,400.00	-65.41	99.6%
Materials & Services				
50400 · Permits, Licenses, Dues & Publi	2,812.91	2,000.00	812.91	140.65%
50401 · Travel, Training, Meetings	1,845.77	2,000.00	-154.23	92.29%
50402 · Regulatory Penalties	0.00	5,000.00	-5,000.00	0.0%
50403 · LAFCo Apportionment	0.00	0.00	0.00	0.0%
50410 · Supplies	1,149.11	4,000.00	-2,850.89	28.73%
50411 · Treatment Chemicals	24,692.09	25,000.00	-307.91	98.77%
50412 · Lab Testing & Monitoring	1,173.87	1,500.00	-326.13	78.26%
50420 · Utilities & Communications	7,601.50	10,000.00	-2,398.50	76.02%
50430 · Maintenance & Repairs	4,573.65	7,500.00	-2,926.35	60.98%
50431 · Log Pond Maintenance	0.00			
50432 · WWTP Sedimentation Pond Maint	0.00			
50433 · Vehicle Maintenance	782.71	1,000.00	-217.29	78.27%
50434 · Fuel	3,947.57	0.00	3,947.57	100.0%
50440 · Insurance, Bonds	16,773.19	18,000.00	-1,226.81	93.18%
50450 · Electrical	97,818.14	100,000.00	-2,181.86	97.82%
50460 · Contracted Maintenance Services	2,715.00	2,000.00	715.00	135.75%
50470 · Office Supplies	68.75	100.08	-31.33	68.7%
50480 · Bank Fees	0.00			
Total Materials & Services	165,954.26	178,100.08	-12,145.82	93.18%
Personnel and Professional Svcs				
60300 · Attorney	0.00	8,820.00	-8,820.00	0.0%
60310 · Auditor	0.00	9,240.00	-9,240.00	0.0%
60320 · Board Stipend	0.00	2,520.00	-2,520.00	0.0%
60330 · Bookkeeping/CPA	0.00	2,520.00	-2,520.00	0.0%
60335 · IT Services	0.00	840.00	-840.00	0.0%
60340 · Engineering	3,811.97	18,000.00	-14,188.03	21.18%
60350 · Admin/Operations/Maint Staff	29,191.50	100,000.00	-70,808.50	29.19%
60360 · SCSD Permanent Benefitted Staff	22,084.96	77,600.00	-55,515.04	28.46%
Total Personnel and Professional Svcs	55,088.43	219,540.00	-164,451.57	25.09%
Total Expense	237,377.28	414,040.08	-176,662.80	57.33%
Net Ordinary Income	233,165.54	23,559.92	209,605.62	989.67%
Other Income/Expense				
Other Expense				
Other Expenditures				
90500 · Interest Expense 400 Church St	0.00	840.00	-840.00	0.0%
90520 · PFY Workers Comp Expense	0.00	0.00	0.00	0.0%
90530 · Prior FY Revenue/Customr Refund	0.00			
90535 · BT Loan PMT See Acct 25030	0.00			
90540 · Interest Expense - Umpqua Loan	0.00			
Total Other Expenditures	0.00	840.00	-840.00	0.0%
90511 · Escrow Bank Fees	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	840.00	-840.00	0.0%
Net Other Income	0.00	-840.00	840.00	0.0%
Net Income	233,165.54	22,719.92	210,445.62	1,026.26%

Scotia Community Services District
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	20 Raw Water			
	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Revenue				
40210 · Interest Earnings	0.00			
40221 · Grants	0.00			
40222 · Insurance Claim Money	0.00			
40223 · BT Loan Funds	0.00			
40250 · Park Rental	0.00			
40260 · Special Use Income	7,153.35			
40265 · Late Fees, New Account Fees	0.00			
40270 · User Fees	44,100.97	40,000.00	4,100.97	110.25%
40271 · SCSD User Fees Adj.	0.00			
40280 · Benefit Assessment	0.00			
40281 · SCSD Benefit Assessment Adj.	0.00			
40285 · System Testing Services	0.00			
40290 · Miscellaneous	0.00	0.00	0.00	0.0%
Total Revenue	51,254.32	40,000.00	11,254.32	128.14%
Total Income	51,254.32	40,000.00	11,254.32	128.14%
Gross Profit	51,254.32	40,000.00	11,254.32	128.14%
Expense				
Capital Expenditures				
80600 · M-003 Log Pond Clarifier Flow	0.00			
80601 · River Pump EMR B/U Generator	0.00	0.00	0.00	0.0%
80605 · Parks and Rec Upgrades	0.00			
80606 · Sewer Plant Fence Upgrade	0.00			
80609 · Ballpark ADA Upgrade/Bathrooms	0.00			
80610 · SCSD Office ADA Upgrade	0.00	0.00	0.00	0.0%
80611 · SCSD Office Rennovation	0.00	0.00	0.00	0.0%
80612 · Ball Park ADA Upgrades	0.00			
80613 · New Truck	1,810.21	2,000.00	-189.79	90.51%
80615 · River Pump Intake Road Gate	2,956.47			
80620 · Winema Theater Roof	0.00			
80621 · Museum ADA Upgrades	0.00			
80622 · Carpenter Shop Roof Replacement	0.00			
80624 · Winema Theater ADA Bathrooms	0.00			
80625 · Winema Theater Foundation Rep	0.00			
80630 · Corridor Infastructure Share	10,000.00			
80661 · Primary Clarifier Repair	0.00			
80680 · Utility Line Locator	0.00			
Total Capital Expenditures	14,766.68	2,000.00	12,766.68	738.33%
Materials & Services				
50400 · Permits, Licenses, Dues & Publi	59.50	500.00	-440.50	11.9%
50401 · Travel, Training, Meetings	0.00			
50402 · Regulatory Penalties	0.00			
50403 · LAFCo Apportionment	0.00			
50410 · Supplies	10.56	100.00	-89.44	10.56%
50411 · Treatment Chemicals	0.00			
50412 · Lab Testing & Monitoring	0.00	0.00	0.00	0.0%
50420 · Utilities & Communications	0.00	0.00	0.00	0.0%
50430 · Maintenance & Repairs	0.00	500.04	-500.04	0.0%
50431 · Log Pond Maintenance	0.00			
50432 · WWTP Sedimentation Pond Maint	0.00			
50433 · Vehicle Maintenance	16.38	500.00	-483.62	3.28%
50434 · Fuel	0.00			
50440 · Insurance, Bonds	3,789.66	6,000.00	-2,210.34	63.16%
50450 · Electrical	97,459.70	100,000.08	-2,540.38	97.46%
50460 · Contracted Maintenance Services	0.00	0.00	0.00	0.0%
50470 · Office Supplies	68.75	500.00	-431.25	13.75%
50480 · Bank Fees	0.00			
Total Materials & Services	101,404.55	108,100.12	-6,695.57	93.81%
Personnel and Professional Svcs				
60300 · Attorney	0.00	420.00	-420.00	0.0%
60310 · Auditor	0.00	440.04	-440.04	0.0%
60320 · Board Stipend	0.00	120.00	-120.00	0.0%
60330 · Bookkeeping/CPA	0.00	120.00	-120.00	0.0%
60335 · IT Services	0.00	40.00	-40.00	0.0%
60340 · Engineering	2,718.10	2,000.04	718.06	135.9%
60350 · Admin/Operations/Maint Staff	0.00	12,500.00	-12,500.00	0.0%
60360 · SCSD Permanent Benefitted Staff	5,879.36	9,700.00	-3,820.64	60.61%
Total Personnel and Professional Svcs	8,597.46	25,340.08	-16,742.62	33.93%
Total Expense	124,768.69	135,440.20	-10,671.51	92.12%
Net Ordinary Income	-73,514.37	-95,440.20	21,925.83	77.03%
Other Income/Expense				
Other Expense				
Other Expenditures				
90500 · Interest Expense 400 Church St	0.00	40.00	-40.00	0.0%
90520 · PFY Workers Comp Expense	0.00			
90530 · Prior FY Revenue/Customr Refund	0.00			
90535 · BT Loan PMT See Acct 25030	0.00			
90540 · Interest Expense - Umpqua Loan	0.00			
Total Other Expenditures	0.00	40.00	-40.00	0.0%
90511 · Escrow Bank Fees	0.00			
Total Other Expense	0.00	40.00	-40.00	0.0%
Net Other Income	0.00	-40.00	40.00	0.0%
Net Income	-73,514.37	-95,480.20	21,965.83	76.99%

Scotia Community Services District
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	30 Wastewater			
	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Revenue				
40210 · Interest Earnings	0.00			
40221 · Grants	14,983.00	0.00	14,983.00	100.0%
40222 · Insurance Claim Money	190,003.56	0.00	190,003.56	100.0%
40223 · BT Loan Funds	0.00			
40250 · Park Rental	0.00			
40260 · Special Use Income	0.00			
40265 · Late Fees, New Account Fees	0.00	0.00	0.00	0.0%
40270 · User Fees	755,494.33	710,000.00	45,494.33	106.41%
40271 · SCSD User Fees Adj.	-2,223.98	-2,000.00	-223.98	111.2%
40280 · Benefit Assessment	0.00			
40281 · SCSD Benefit Assessment Adj.	0.00			
40285 · System Testing Services	0.00			
40290 · Miscellaneous	0.00	100.00	-100.00	0.0%
Total Revenue	958,256.91	708,100.00	250,156.91	135.33%
Total Income	958,256.91	708,100.00	250,156.91	135.33%
Gross Profit	958,256.91	708,100.00	250,156.91	135.33%
Expense				
Capital Expenditures				
80600 · M-003 Log Pond Clarifier Flow	0.00	0.00	0.00	0.0%
80601 · River Pump EMR B/U Generator	0.00			
80605 · Parks and Rec Upgrades	0.00			
80606 · Sewer Plant Fence Upgrade	2,300.00			
80609 · Ballpark ADA Upgrade/Bathrooms	0.00			
80610 · SCSD Office ADA Upgrade	0.00	0.00	0.00	0.0%
80611 · SCSD Office Rennovation	0.00	0.00	0.00	0.0%
80612 · Ball Park ADA Upgrades	0.00			
80613 · New Truck	14,481.65	14,500.00	-18.35	99.87%
80615 · River Pump Intake Road Gate	0.00			
80620 · Winema Theater Roof	0.00			
80621 · Museum ADA Upgrades	0.00			
80622 · Carpenter Shop Roof Replacement	0.00			
80624 · Winema Theater ADA Bathrooms	0.00			
80625 · Winema Theater Foundation Rep	0.00			
80630 · Corridor Infastructure Share	0.00			
80661 · Primary Clarifier Repair	500.00	0.00	500.00	100.0%
80680 · Utility Line Locator	1,852.94	1,900.00	-47.06	97.52%
Total Capital Expenditures	19,134.59	16,400.00	2,734.59	116.67%
Materials & Services				
50400 · Permits, Licenses, Dues & Publi	7,571.12	2,500.00	5,071.12	302.85%
50401 · Travel, Training, Meetings	2.14	1,000.00	-997.86	0.21%
50402 · Regulatory Penalties	0.00	30,000.00	-30,000.00	0.0%
50403 · LAFCo Apportionment	0.00	0.00	0.00	0.0%
50410 · Supplies	2,159.82	5,000.00	-2,840.18	43.2%
50411 · Treatment Chemicals	7,864.27	12,000.00	-4,135.73	65.54%
50412 · Lab Testing & Monitoring	43,064.93	45,000.00	-1,935.07	95.7%
50420 · Utilities & Communications	6,782.56	6,000.00	782.56	113.04%
50430 · Maintenance & Repairs	27,019.83	40,000.00	-12,980.17	67.55%
50431 · Log Pond Maintenance	7,892.63	14,000.00	-6,107.37	56.38%
50432 · WWTP Sedimentation Pond Maint	0.00	0.00	0.00	0.0%
50433 · Vehicle Maintenance	797.07	600.00	197.07	132.85%
50434 · Fuel	4,451.15			
50440 · Insurance, Bonds	24,092.94	25,500.00	-1,407.06	94.48%
50450 · Electrical	39,250.28	50,000.00	-10,749.72	78.5%
50460 · Contracted Maintenance Services	8,445.00	20,000.00	-11,555.00	42.23%
50470 · Office Supplies	80.99	300.00	-219.01	27.0%
50480 · Bank Fees	0.00			
Total Materials & Services	179,474.73	251,900.00	-72,425.27	71.25%
Personnel and Professional Svcs				
60300 · Attorney	0.00	9,240.00	-9,240.00	0.0%
60310 · Auditor	0.00	9,680.04	-9,680.04	0.0%
60320 · Board Stipend	0.00	2,640.00	-2,640.00	0.0%
60330 · Bookkeeping/CPA	0.00	2,640.00	-2,640.00	0.0%
60335 · IT Services	0.00	880.00	-880.00	0.0%
60340 · Engineering	70,707.85	70,000.00	707.85	101.01%
60350 · Admin/Operations/Maint Staff	35,677.50	100,000.00	-64,322.50	35.68%
60360 · SCSD Permanent Benefitted Staff	64,848.25	77,600.00	-12,751.75	83.57%
Total Personnel and Professional Svcs	171,233.60	272,680.04	-101,446.44	62.8%
Total Expense	369,842.92	540,980.04	-171,137.12	68.37%
Net Ordinary Income	588,413.99	167,119.96	421,294.03	352.09%
Other Income/Expense				
Other Expense				
Other Expenditures				
90500 · Interest Expense 400 Church St	0.00	880.00	-880.00	0.0%
90520 · PFY Workers Comp Expense	0.00	0.00	0.00	0.0%
90530 · Prior FY Revenue/Customr Refund	0.00			
90535 · BT Loan PMT See Acct 25030	0.00			
90540 · Interest Expense - Umpqua Loan	0.00			
Total Other Expenditures	0.00	880.00	-880.00	0.0%
90511 · Escrow Bank Fees	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	880.00	-880.00	0.0%
Net Other Income	0.00	-880.00	880.00	0.0%
Net Income	588,413.99	166,239.96	422,174.03	353.96%

Scotia Community Services District
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	40 Streets & Street Lighting			
	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Revenue				
40210 · Interest Earnings	0.00			
40221 · Grants	0.00			
40222 · Insurance Claim Money	0.00			
40223 · BT Loan Funds	0.00			
40250 · Park Rental	0.00			
40260 · Special Use Income	0.00			
40265 · Late Fees, New Account Fees	0.00			
40270 · User Fees	0.00	0.00	0.00	0.0%
40271 · SCSD User Fees Adj.	0.00			
40280 · Benefit Assessment	71,227.55	71,000.00	227.55	100.32%
40281 · SCSD Benefit Assessment Adj.	-7,815.63	-7,800.00	-15.63	100.2%
40285 · System Testing Services	0.00	0.00	0.00	0.0%
40290 · Miscellaneous	0.00	100.00	-100.00	0.0%
Total Revenue	63,411.92	63,300.00	111.92	100.18%
Total Income	63,411.92	63,300.00	111.92	100.18%
Gross Profit	63,411.92	63,300.00	111.92	100.18%
Expense				
Capital Expenditures				
80600 · M-003 Log Pond Clarifier Flow	0.00			
80601 · River Pump EMR B/U Generator	0.00			
80605 · Parks and Rec Upgrades	0.00			
80606 · Sewer Plant Fence Upgrade	0.00			
80609 · Ballpark ADA Upgrade/Bathrooms	0.00			
80610 · SCSD Office ADA Upgrade	0.00	0.00	0.00	0.0%
80611 · SCSD Office Rennovation	0.00	0.00	0.00	0.0%
80612 · Ball Park ADA Upgrades	0.00			
80613 · New Truck	905.10	1,000.00	-94.90	90.51%
80615 · River Pump Intake Road Gate	0.00			
80620 · Winema Theater Roof	0.00			
80621 · Museum ADA Upgrades	0.00			
80622 · Carpenter Shop Roof Replacement	0.00			
80624 · Winema Theater ADA Bathrooms	0.00			
80625 · Winema Theater Foundation Rep	0.00			
80630 · Corridor Infastructure Share	0.00			
80661 · Primary Clarifier Repair	0.00			
80680 · Utility Line Locator	0.00			
Total Capital Expenditures	905.10	1,000.00	-94.90	90.51%
Materials & Services				
50400 · Permits, Licenses, Dues & Publi	0.00	200.04	-200.04	0.0%
50401 · Travel, Training, Meetings	0.00			
50402 · Regulatory Penalties	0.00			
50403 · LAFCo Apportionment	0.00			
50410 · Supplies	0.00	0.00	0.00	0.0%
50411 · Treatment Chemicals	0.00			
50412 · Lab Testing & Monitoring	0.00			
50420 · Utilities & Communications	0.00			
50430 · Maintenance & Repairs	0.00	500.04	-500.04	0.0%
50431 · Log Pond Maintenance	0.00			
50432 · WWTP Sedimentation Pond Maint	0.00			
50433 · Vehicle Maintenance	16.38	100.00	-83.62	16.38%
50434 · Fuel	0.00			
50440 · Insurance, Bonds	746.23	3,000.00	-2,253.77	24.87%
50450 · Electrical	8,046.66	10,000.00	-1,953.34	80.47%
50460 · Contracted Maintenance Services	0.00	1,000.00	-1,000.00	0.0%
50470 · Office Supplies	0.00			
50480 · Bank Fees	0.00			
Total Materials & Services	8,809.27	14,800.08	-5,990.81	59.52%
Personnel and Professional Svcs				
60300 · Attorney	0.00	1,050.00	-1,050.00	0.0%
60310 · Auditor	0.00	1,100.04	-1,100.04	0.0%
60320 · Board Stipend	0.00	300.00	-300.00	0.0%
60330 · Bookkeeping/CPA	0.00	300.00	-300.00	0.0%
60335 · IT Services	0.00	100.00	-100.00	0.0%
60340 · Engineering	0.00			
60350 · Admin/Operations/Maint Staff	0.00	6,250.00	-6,250.00	0.0%
60360 · SCSD Permanent Benefitted Staff	0.00	4,850.00	-4,850.00	0.0%
Total Personnel and Professional Svcs	0.00	13,950.04	-13,950.04	0.0%
Total Expense	9,714.37	29,750.12	-20,035.75	32.65%
Net Ordinary Income	53,697.55	33,549.88	20,147.67	160.05%
Other Income/Expense				
Other Expense				
Other Expenditures				
90500 · Interest Expense 400 Church St	0.00	100.00	-100.00	0.0%
90520 · PFY Workers Comp Expense	0.00			
90530 · Prior FY Revenue/Customr Refund	0.00	0.00	0.00	0.0%
90535 · BT Loan PMT See Acct 25030	0.00			
90540 · Interest Expense - Umpqua Loan	0.00			
Total Other Expenditures	0.00	100.00	-100.00	0.0%
90511 · Escrow Bank Fees	0.00			
Total Other Expense	0.00	100.00	-100.00	0.0%
Net Other Income	0.00	-100.00	100.00	0.0%
Net Income	53,697.55	33,449.88	20,247.67	160.53%

Scotia Community Services District
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	50 Storm Drainage			
	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Revenue				
40210 · Interest Earnings	0.00			
40221 · Grants	0.00			
40222 · Insurance Claim Money	0.00			
40223 · BT Loan Funds	0.00			
40250 · Park Rental	0.00			
40260 · Special Use Income	0.00			
40265 · Late Fees, New Account Fees	0.00			
40270 · User Fees	0.00	0.00	0.00	0.0%
40271 · SCSD User Fees Adj.	0.00			
40280 · Benefit Assessment	26,607.60	26,000.00	607.60	102.34%
40281 · SCSD Benefit Assessment Adj.	-466.80	-500.00	33.20	93.36%
40285 · System Testing Services	0.00			
40290 · Miscellaneous	0.00	100.00	-100.00	0.0%
Total Revenue	26,140.80	25,600.00	540.80	102.11%
Total Income	26,140.80	25,600.00	540.80	102.11%
Gross Profit	26,140.80	25,600.00	540.80	102.11%
Expense				
Capital Expenditures				
80600 · M-003 Log Pond Clarifier Flow	0.00			
80601 · River Pump EMR B/U Generator	0.00			
80605 · Parks and Rec Upgrades	0.00			
80606 · Sewer Plant Fence Upgrade	0.00			
80609 · Ballpark ADA Upgrade/Bathrooms	0.00			
80610 · SCSD Office ADA Upgrade	0.00	0.00	0.00	0.0%
80611 · SCSD Office Rennovation	0.00	0.00	0.00	0.0%
80612 · Ball Park ADA Upgrades	0.00			
80613 · New Truck	905.10	1,000.00	-94.90	90.51%
80615 · River Pump Intake Road Gate	0.00			
80620 · Winema Theater Roof	0.00			
80621 · Museum ADA Upgrades	0.00			
80622 · Carpenter Shop Roof Replacement	0.00			
80624 · Winema Theater ADA Bathrooms	0.00			
80625 · Winema Theater Foundation Rep	0.00			
80630 · Corridor Infastructure Share	0.00			
80661 · Primary Clarifier Repair	0.00			
80680 · Utility Line Locator	1,852.94	1,900.00	-47.06	97.52%
Total Capital Expenditures	2,758.04	2,900.00	-141.96	95.11%
Materials & Services				
50400 · Permits, Licenses, Dues & Publi	30.00	200.04	-170.04	15.0%
50401 · Travel, Training, Meetings	0.00			
50402 · Regulatory Penalties	0.00			
50403 · LAFCo Apportionment	0.00			
50410 · Supplies	0.00	0.00	0.00	0.0%
50411 · Treatment Chemicals	0.00			
50412 · Lab Testing & Monitoring	0.00			
50420 · Utilities & Communications	0.00			
50430 · Maintenance & Repairs	0.00	500.04	-500.04	0.0%
50431 · Log Pond Maintenance	0.00			
50432 · WWTP Sedimentation Pond Maint	0.00			
50433 · Vehicle Maintenance	0.00			
50434 · Fuel	0.00			
50440 · Insurance, Bonds	746.23	3,000.00	-2,253.77	24.87%
50450 · Electrical	0.00			
50460 · Contracted Maintenance Services	0.00			
50470 · Office Supplies	0.00			
50480 · Bank Fees	0.00			
Total Materials & Services	776.23	3,700.08	-2,923.85	20.98%
Personnel and Professional Svcs				
60300 · Attorney	0.00	420.00	-420.00	0.0%
60310 · Auditor	0.00	440.04	-440.04	0.0%
60320 · Board Stipend	0.00	120.00	-120.00	0.0%
60330 · Bookkeeping/CPA	0.00	120.00	-120.00	0.0%
60335 · IT Services	0.00	40.00	-40.00	0.0%
60340 · Engineering	261.25	1,400.00	-1,138.75	18.66%
60350 · Admin/Operations/Maint Staff	155.00	6,250.00	-6,095.00	2.48%
60360 · SCSD Permanent Benefitted Staff	0.00	4,850.00	-4,850.00	0.0%
Total Personnel and Professional Svcs	416.25	13,640.04	-13,223.79	3.05%
Total Expense	3,950.52	20,240.12	-16,289.60	19.52%
Net Ordinary Income	22,190.28	5,359.88	16,830.40	414.01%
Other Income/Expense				
Other Expense				
Other Expenditures				
90500 · Interest Expense 400 Church St	0.00	40.00	-40.00	0.0%
90520 · PFY Workers Comp Expense	0.00			
90530 · Prior FY Revenue/Customr Refund	0.00	0.00	0.00	0.0%
90535 · BT Loan PMT See Acct 25030	0.00			
90540 · Interest Expense - Umpqua Loan	0.00			
Total Other Expenditures	0.00	40.00	-40.00	0.0%
90511 · Escrow Bank Fees	0.00			
Total Other Expense	0.00	40.00	-40.00	0.0%
Net Other Income	0.00	-40.00	40.00	0.0%
Net Income	22,190.28	5,319.88	16,870.40	417.12%

Scotia Community Services District
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	60 Parks & Recreation			
	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Revenue				
40210 · Interest Earnings	0.00			
40221 · Grants	0.00			
40222 · Insurance Claim Money	0.00			
40223 · BT Loan Funds	0.00	0.00	0.00	0.0%
40250 · Park Rental	8,189.35	6,000.00	2,189.35	136.49%
40260 · Special Use Income	0.00	0.00	0.00	0.0%
40265 · Late Fees, New Account Fees	0.00			
40270 · User Fees	0.00	0.00	0.00	0.0%
40271 · SCSD User Fees Adj.	0.00			
40280 · Benefit Assessment	159,265.62	159,000.00	265.62	100.17%
40281 · SCSD Benefit Assessment Adj.	-7,733.37	-7,700.00	-33.37	100.43%
40285 · System Testing Services	0.00			
40290 · Miscellaneous	0.00			
Total Revenue	159,721.60	157,300.00	2,421.60	101.54%
Total Income	159,721.60	157,300.00	2,421.60	101.54%
Gross Profit	159,721.60	157,300.00	2,421.60	101.54%
Expense				
Capital Expenditures				
80600 · M-003 Log Pond Clarifier Flow	0.00			
80601 · River Pump EMR B/U Generator	0.00			
80605 · Parks and Rec Upgrades	24,365.96	10,000.00	14,365.96	243.66%
80606 · Sewer Plant Fence Upgrade	0.00			
80609 · Ballpark ADA Upgrade/Bathrooms	0.00	0.00	0.00	0.0%
80610 · SCSD Office ADA Upgrade	0.00	0.00	0.00	0.0%
80611 · SCSD Office Rennovation	0.00	0.00	0.00	0.0%
80612 · Ball Park ADA Upgrades	0.00	0.00	0.00	0.0%
80613 · New Truck	1,810.21	2,000.00	-189.79	90.51%
80615 · River Pump Intake Road Gate	0.00			
80620 · Winema Theater Roof	4,784.45	160,000.00	-155,215.55	2.99%
80621 · Museum ADA Upgrades	0.00	40,000.00	-40,000.00	0.0%
80622 · Carpenter Shop Roof Replacement	0.00	0.00	0.00	0.0%
80624 · Winema Theater ADA Bathrooms	0.00	0.00	0.00	0.0%
80625 · Winema Theater Foundation Rep	0.00	0.00	0.00	0.0%
80630 · Corridor Infastructure Share	0.00			
80661 · Primary Clarifier Repair	0.00			
80680 · Utility Line Locator	0.00			
Total Capital Expenditures	30,960.62	212,000.00	-181,039.38	14.6%
Materials & Services				
50400 · Permits, Licenses, Dues & Publi	0.00	600.00	-600.00	0.0%
50401 · Travel, Training, Meetings	0.00			
50402 · Regulatory Penalties	0.00			
50403 · LAFCo Apportionment	0.00			
50410 · Supplies	300.96	100.00	200.96	300.96%
50411 · Treatment Chemicals	0.00			
50412 · Lab Testing & Monitoring	0.00	0.00	0.00	0.0%
50420 · Utilities & Communications	4,644.77	5,000.00	-355.23	92.9%
50430 · Maintenance & Repairs	9,896.69	9,000.00	896.69	109.96%
50431 · Log Pond Maintenance	0.00			
50432 · WWTP Sedimentation Pond Maint	0.00			
50433 · Vehicle Maintenance	506.21	400.00	106.21	126.55%
50434 · Fuel	853.62			
50440 · Insurance, Bonds	13,682.22	9,000.00	4,682.22	152.03%
50450 · Electrical	3,014.62	1,000.08	2,014.54	301.44%
50460 · Contracted Maintenance Services	4,410.09	6,000.00	-1,589.91	73.5%
50470 · Office Supplies	0.00			
50480 · Bank Fees	0.00			
Total Materials & Services	37,309.18	31,100.08	6,209.10	119.97%
Personnel and Professional Svcs				
60300 · Attorney	0.00	1,050.00	-1,050.00	0.0%
60310 · Auditor	0.00	1,100.04	-1,100.04	0.0%
60320 · Board Stipend	0.00	300.00	-300.00	0.0%
60330 · Bookkeeping/CPA	0.00	300.00	-300.00	0.0%
60335 · IT Services	0.00	100.00	-100.00	0.0%
60340 · Engineering	3,503.75	3,000.00	503.75	116.79%
60350 · Admin/Operations/Maint Staff	11,238.00	12,500.00	-1,262.00	89.9%
60360 · SCSD Permanent Benefitted Staff	1,898.78	9,700.00	-7,801.22	19.58%
Total Personnel and Professional Svcs	16,640.53	28,050.04	-11,409.51	59.32%
Total Expense	84,910.33	271,150.12	-186,239.79	31.32%
Net Ordinary Income	74,811.27	-113,850.12	188,661.39	-65.71%
Other Income/Expense				
Other Expense				
Other Expenditures				
90500 · Interest Expense 400 Church St	0.00	100.00	-100.00	0.0%
90520 · PFY Workers Comp Expense	0.00			
90530 · Prior FY Revenue/Customr Refund	0.00	0.00	0.00	0.0%
90535 · BT Loan PMT See Acct 25030	0.00	0.00	0.00	0.0%
90540 · Interest Expense - Umpqua Loan	14,752.20	0.00	14,752.20	100.0%
Total Other Expenditures	14,752.20	100.00	14,652.20	14,752.2%
90511 · Escrow Bank Fees	0.00			
Total Other Expense	14,752.20	100.00	14,652.20	14,752.2%
Net Other Income	-14,752.20	-100.00	-14,652.20	14,752.2%
Net Income	60,059.07	-113,950.12	174,009.19	-52.71%

Scotia Community Services District
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	99 General & Admin			
	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Revenue				
40210 · Interest Earnings	2,872.44	500.00	2,372.44	574.49%
40221 · Grants	0.00			
40222 · Insurance Claim Money	0.00			
40223 · BT Loan Funds	0.00	0.00	0.00	0.0%
40250 · Park Rental	0.00			
40260 · Special Use Income	0.00			
40265 · Late Fees, New Account Fees	1,189.70	0.00	1,189.70	100.0%
40270 · User Fees	625.90	0.00	625.90	100.0%
40271 · SCSD User Fees Adj.	0.00			
40280 · Benefit Assessment	0.00			
40281 · SCSD Benefit Assessment Adj.	0.00			
40285 · System Testing Services	0.00			
40290 · Miscellaneous	0.00			
Total Revenue	4,688.04	500.00	4,188.04	937.61%
Total Income	4,688.04	500.00	4,188.04	937.61%
Gross Profit	4,688.04	500.00	4,188.04	937.61%
Expense				
Capital Expenditures				
80600 · M-003 Log Pond Clarifier Flow	0.00			
80601 · River Pump EMR B/U Generator	0.00			
80605 · Parks and Rec Upgrades	0.00			
80606 · Sewer Plant Fence Upgrade	0.00			
80609 · Ballpark ADA Upgrade/Bathrooms	0.00			
80610 · SCSD Office ADA Upgrade	0.00	0.00	0.00	0.0%
80611 · SCSD Office Rennovation	0.00	0.00	0.00	0.0%
80612 · Ball Park ADA Upgrades	0.00			
80613 · New Truck	1,810.20	2,000.00	-189.80	90.51%
80615 · River Pump Intake Road Gate	0.00			
80620 · Winema Theater Roof	0.00			
80621 · Museum ADA Upgrades	0.00			
80622 · Carpenter Shop Roof Replacement	0.00			
80624 · Winema Theater ADA Bathrooms	0.00			
80625 · Winema Theater Foundation Rep	0.00			
80630 · Corridor Infastructure Share	0.00			
80661 · Primary Clarifier Repair	0.00			
80680 · Utility Line Locator	0.00			
Total Capital Expenditures	1,810.20	2,000.00	-189.80	90.51%
Materials & Services				
50400 · Permits, Licenses, Dues & Publi	700.00	2,000.00	-1,300.00	35.0%
50401 · Travel, Training, Meetings	2,711.04	2,500.00	211.04	108.44%
50402 · Regulatory Penalties	0.00			
50403 · LAFCo Apportionment	0.00			
50410 · Supplies	103.24	100.00	3.24	103.24%
50411 · Treatment Chemicals	0.00			
50412 · Lab Testing & Monitoring	0.00			
50420 · Utilities & Communications	10,184.65	10,000.00	184.65	101.85%
50430 · Maintenance & Repairs	453.39	1,400.00	-946.61	32.39%
50431 · Log Pond Maintenance	0.00			
50432 · WWTP Sedimentation Pond Maint	0.00			
50433 · Vehicle Maintenance	0.00	400.00	-400.00	0.0%
50434 · Fuel	588.93			
50440 · Insurance, Bonds	-700.00	-1,000.00	300.00	70.0%
50450 · Electrical	1,484.33	1,000.00	484.33	148.43%
50460 · Contracted Maintenance Services	2,941.50	2,500.00	441.50	117.66%
50470 · Office Supplies	8,758.03	8,000.00	758.03	109.48%
50480 · Bank Fees	250.93	500.00	-249.07	50.19%
Total Materials & Services	27,476.04	27,400.00	76.04	100.28%
Personnel and Professional Svcs				
60300 · Attorney	21,058.44	0.00	21,058.44	100.0%
60310 · Auditor	16,125.00	0.00	16,125.00	100.0%
60320 · Board Stipend	5,700.00	0.00	5,700.00	100.0%
60330 · Bookkeeping/CPA	2,108.00	0.00	2,108.00	100.0%
60335 · IT Services	0.00	0.00	0.00	0.0%
60340 · Engineering	16,123.65	2,000.04	14,123.61	806.17%
60350 · Admin/Operations/Maint Staff	121,610.12	12,500.00	109,110.12	972.88%
60360 · SCSD Permanent Benefitted Staff	47,555.30	30,000.00	17,555.30	158.52%
Total Personnel and Professional Svcs	230,280.51	44,500.04	185,780.47	517.48%
Total Expense	259,566.75	73,900.04	185,666.71	351.24%
Net Ordinary Income	-254,878.71	-73,400.04	-181,478.67	347.25%
Other Income/Expense				
Other Expense				
Other Expenditures				
90500 · Interest Expense 400 Church St	1,763.84	0.00	1,763.84	100.0%
90520 · PFY Workers Comp Expense	0.00			
90530 · Prior FY Revenue/Customr Refund	0.00			
90535 · BT Loan PMT See Acct 25030	0.00	0.00	0.00	0.0%
90540 · Interest Expense - Umpqua Loan	2,501.83	0.00	2,501.83	100.0%
Total Other Expenditures	4,265.67	0.00	4,265.67	100.0%
90511 · Escrow Bank Fees	0.00			
Total Other Expense	4,265.67	0.00	4,265.67	100.0%
Net Other Income	-4,265.67	0.00	-4,265.67	100.0%
Net Income	-259,144.38	-73,400.04	-185,744.34	353.06%

Scotia Community Services District
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	TOTAL			
	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Revenue				
40210 · Interest Earnings	2,872.44	500.00	2,372.44	574.49%
40221 · Grants	14,983.00	0.00	14,983.00	100.0%
40222 · Insurance Claim Money	190,003.56	0.00	190,003.56	100.0%
40223 · BT Loan Funds	0.00	0.00	0.00	0.0%
40250 · Park Rental	8,189.35	6,000.00	2,189.35	136.49%
40260 · Special Use Income	7,153.35	0.00	7,153.35	100.0%
40265 · Late Fees, New Account Fees	1,189.70	0.00	1,189.70	100.0%
40270 · User Fees	1,203,794.26	1,190,000.00	13,794.26	101.16%
40271 · SCSD User Fees Adj.	-6,040.67	-4,500.00	-1,540.67	134.24%
40280 · Benefit Assessment	257,100.77	256,000.00	1,100.77	100.43%
40281 · SCSD Benefit Assessment Adj.	-16,015.80	-16,000.00	-15.80	100.1%
40285 · System Testing Services	0.00	0.00	0.00	0.0%
40290 · Miscellaneous	0.00	400.00	-400.00	0.0%
Total Revenue	1,663,229.96	1,432,400.00	230,829.96	116.12%
Total Income	1,663,229.96	1,432,400.00	230,829.96	116.12%
Gross Profit	1,663,229.96	1,432,400.00	230,829.96	116.12%
Expense				
Capital Expenditures				
80600 · M-003 Log Pond Clarifier Flow	0.00	0.00	0.00	0.0%
80601 · River Pump EMR B/U Generator	0.00	0.00	0.00	0.0%
80605 · Parks and Rec Upgrades	24,365.96	10,000.00	14,365.96	243.66%
80606 · Sewer Plant Fence Upgrade	2,300.00	0.00	2,300.00	100.0%
80609 · Ballpark ADA Upgrade/Bathrooms	0.00	0.00	0.00	0.0%
80610 · SCSD Office ADA Upgrade	0.00	0.00	0.00	0.0%
80611 · SCSD Office Rennovation	0.00	0.00	0.00	0.0%
80612 · Ball Park ADA Upgrades	0.00	0.00	0.00	0.0%
80613 · New Truck	36,204.12	37,000.00	-795.88	97.85%
80615 · River Pump Intake Road Gate	2,956.47	0.00	2,956.47	100.0%
80620 · Winema Theater Roof	4,784.45	160,000.00	-155,215.55	2.99%
80621 · Museum ADA Upgrades	0.00	40,000.00	-40,000.00	0.0%
80622 · Carpenter Shop Roof Replacement	0.00	0.00	0.00	0.0%
80624 · Winema Theater ADA Bathrooms	0.00	0.00	0.00	0.0%
80625 · Winema Theater Foundation Rep	0.00	0.00	0.00	0.0%
80630 · Corridor Infastructure Share	10,000.00	0.00	10,000.00	100.0%
80661 · Primary Clarifier Repair	500.00	0.00	500.00	100.0%
80680 · Utility Line Locator	5,558.82	5,700.00	-141.18	97.52%
Total Capital Expenditures	86,669.82	252,700.00	-166,030.18	34.3%
Materials & Services				
50400 · Permits, Licenses, Dues & Publi	11,173.53	8,000.08	3,173.45	139.67%
50401 · Travel, Training, Meetings	4,558.95	5,500.00	-941.05	82.89%
50402 · Regulatory Penalties	0.00	35,000.00	-35,000.00	0.0%
50403 · LAFCo Apportionment	0.00	0.00	0.00	0.0%
50410 · Supplies	3,723.69	9,300.00	-5,576.31	40.04%
50411 · Treatment Chemicals	32,556.36	37,000.00	-4,443.64	87.99%
50412 · Lab Testing & Monitoring	44,238.80	46,500.00	-2,261.20	95.14%
50420 · Utilities & Communications	29,213.48	31,000.00	-1,786.52	94.24%
50430 · Maintenance & Repairs	41,943.56	59,400.12	-17,456.56	70.61%
50431 · Log Pond Maintenance	7,892.63	14,000.00	-6,107.37	56.38%
50432 · WWTP Sedimentation Pond Maint	0.00	0.00	0.00	0.0%
50433 · Vehicle Maintenance	2,118.75	3,000.00	-881.25	70.63%
50434 · Fuel	9,841.27	0.00	9,841.27	100.0%
50440 · Insurance, Bonds	59,130.47	63,500.00	-4,369.53	93.12%
50450 · Electrical	247,073.73	262,000.16	-14,926.43	94.3%
50460 · Contracted Maintenance Services	18,511.59	31,500.00	-12,988.41	58.77%
50470 · Office Supplies	8,976.52	8,900.08	76.44	100.86%
50480 · Bank Fees	250.93	500.00	-249.07	50.19%
Total Materials & Services	521,204.26	615,100.44	-93,896.18	84.74%
Personnel and Professional Svcs				
60300 · Attorney	21,058.44	21,000.00	58.44	100.28%
60310 · Auditor	16,125.00	22,000.20	-5,875.20	73.3%
60320 · Board Stipend	5,700.00	6,000.00	-300.00	95.0%
60330 · Bookkeeping/CPA	2,108.00	6,000.00	-3,892.00	35.13%
60335 · IT Services	0.00	2,000.00	-2,000.00	0.0%
60340 · Engineering	97,126.57	96,400.08	726.49	100.75%
60350 · Admin/Operations/Maint Staff	197,872.12	250,000.00	-52,127.88	79.15%
60360 · SCSD Permanent Benefitted Staff	142,266.65	214,300.00	-72,033.35	66.39%
Total Personnel and Professional Svcs	482,256.78	617,700.28	-135,443.50	78.07%
Total Expense	1,090,130.86	1,485,500.72	-395,369.86	73.39%
Net Ordinary Income	573,099.10	-53,100.72	626,199.82	-1,079.27%
Other Income/Expense				
Other Expense				
Other Expenditures				
90500 · Interest Expense 400 Church St	1,763.84	2,000.00	-236.16	88.19%
90520 · PFY Workers Comp Expense	0.00	0.00	0.00	0.0%
90530 · Prior FY Revenue/Customr Refund	0.00	0.00	0.00	0.0%
90535 · BT Loan PMT See Acct 25030	0.00	0.00	0.00	0.0%
90540 · Interest Expense - Umpqua Loan	17,254.03	0.00	17,254.03	100.0%
Total Other Expenditures	19,017.87	2,000.00	17,017.87	950.89%
90511 · Escrow Bank Fees	0.00	0.00	0.00	0.0%
Total Other Expense	19,017.87	2,000.00	17,017.87	950.89%
Net Other Income	-19,017.87	-2,000.00	-17,017.87	950.89%
Net Income	554,081.23	-55,100.72	609,181.95	-1,005.58%

Scotia Community Services District

Staff Report

DATE: August 20, 2020

TO: Scotia Community Services District Board of Directors

FROM: Leslie Marshall, General Manager

SUBJECT: Tesla Energy Products SGIP Battery Backup Proposal

RECOMMENDATION:

The Administrative staff recommends that the SCSD Board consider authorizing the Board President to sign the agreement with Tesla Energy Products to pursue the SGIP Battery Backup Proposal for a Battery Backup system at the River Pump Electrical Block Building.

ACTION:

Authorize the Board President to sign the agreement with Tesla Energy Products.

DISCUSSION:

Tesla reached out to District Staff regarding their back up energy program, provided through the California Public Utilities Commission (CPUC's) Self-Generation Incentive Program (SGIP) (which 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. Qualifying technologies including but not limited to fuel cells and advanced energy storage systems) to provide battery backup systems for District facilities at no cost to the District (\$100 refundable deposit).

This project is to help support critical infrastructure during future power outages, the state is paying for qualified sites to install full system battery backup (Tesla industrial battery here). Attached is information about Tesla's offering for the program. In a nutshell, Scotia CSD owns the battery. The state pays Tesla to install it. Tesla includes an O&M package. The batteries will save Scotia CSD ~20% a month on the utility bill. But most of all, the batteries will provide full system backup power during an outage (with or without an onsite generator).

The District qualified for the program based on being an essential services provider, providing services to a disadvantaged community, and having experienced two or more Public Safety Power Shut-off events by PG&E. Because of the SGIP program funds are quickly being allocated within PG&E's service area, and the low cost up front to the District, the General Manager sought approval from the District Board President to move forward with project evaluation, and to bring a proposal to the Board for approval.

Tesla evaluated three sites for the project: the wastewater plant, the SCSD Offices and the River Pump Control Block Building. Of those three sites, one qualified for the battery backup system based on program criteria, and Tesla is submitting a proposal for the River Pump Control Block Building for Board approval.

The battery would be owned by the District (added to our insurance as a piece of equipment), and maintained under an O&M agreement at no cost to the District (paid through SGIP) for the first 10 years (see fiscal impact section below). For installation Tesla provides and covers for all costs and install (provides permitting for construction and coordinates with PG&E).

The proposal and contract have been reviewed by the District's Legal Counsel.

For more information on project and SGIP: <https://www.youtube.com/watch?v=-LMohM81LO0>

FISCAL IMPACT:

Energy Cost savings of approximately \$30,000 per year. After initial 10 year O&M contract expires, District can enter in to an additional 10 year O&M Contract for approximately \$55,000 (4,500 per year, with 4.5% escalation factor per year). After the 20 years, if battery still viable, any costs for repairs can be done through Tesla through written agreement, or the battery can be decommissioned. The District would pay cost for electrician to disconnect battery from system, and to ship to Tesla facility in Nevada (approx. \$25,000), where Tesla will recycle battery at no cost.

ATTACHMENTS:

SGIP/Tesla original offer email

Battery System Details and Specifications

Project Site Location Map

Tesla Proposal and Contract

Letter to Waive high speed internet from Project

Battery Manufacturers Limited Warranty

Offer: Thanks to a new incentive Tesla may be able to install a Powerpack battery system at your facility at no cost to you, with standard maintenance included for 10 years. You will fully own the system.

The Powerpack system will save you money on your electric bill when your facility is on grid, and will provide backup power during an electricity outage.

This incentive is unlikely to last long – Be in touch today to discuss having your Powerpacks installed before fire season!

Contact us at CommercialSolar@Tesla.com

Details

Powerpack is Tesla's commercial scale energy storage (battery) system that utilizes technology similar to the batteries in Tesla vehicles. Powerpack produces no emissions and can charge from the grid or solar energy.

Powerpacks at your facility will shift energy consumption from high cost on-peak periods to lower cost off-peak periods and will also reduce your peak draw from the grid to reduce demand charges. Typical customers save 20-40% on their electric bills.

Learn more on our website at Tesla.com/Powerpack

The Incentive: The California Public Utilities Commission (CPUC) recently created a category in their Self-Generation Incentive Program (SGIP) called Equity Resiliency that incentivizes batteries for a specific subset of customers that are 1) in a low-income or disadvantaged community, 2) are at risk of, or have experienced 2 or more public safety power shutoff (PSPS) events, and 3) are considered 'critical.' The CPUC order instituting this incentive is available [here](#).

We believe that your facility is eligible for the incentive and would like to help you take advantage of it.

Financial Details: Tesla will receive the incentive payments over 5 years, while you (the customer) will receive ownership of the Powerpack system upon installation. Further details are as set forth in Tesla's standard forms of agreement which your sales representative can share.

Solar: At the same time as Tesla installs Powerpacks at your facility Tesla can install subscription solar, offering a no-upfront cost, no long-term commitment option to go solar and save costs on your utility bills. Learn more at Tesla.com/bigsolar



POWERPACK

Utility and Business Energy Storage

[INQUIRE](#)

Cutting Edge

State of the art battery system designed for efficiency and long life.

Scalable

Flexible, infinitely scalable modular layout.

Turn-Key

Fully integrated, AC-connected solution with everything you need.

Inside the Powerpack

Tesla has been building integrated battery systems for over 15 years. The same degree of expertise, quality control and technological innovation has informed our process of developing high-performance batteries for the grid.



Power Electronics

Every Powerpack contains 16 individual battery pods, each with an isolated DC-DC converter. Pod architecture and onboard power electronics optimize performance across the array and enable easy swapping at any time.



Applications

Powerpack supports a host of applications that offer commercial consumers and energy providers greater control, efficiency and reliability across the electric grid.

Smart Energy Consumption

Peak Shaving

Discharge at times of peak demand to avoid or reduce demand charges.

Load Shifting

Shift energy consumption from one point in time to another to avoid paying high energy prices. Where applicable, this price optimization accounts for solar or other on-site generation.

Emergency Backup

Provide intermediate backup power to your business in the event of a grid interruption. This function can be standalone or tied to solar.

Demand Response

Discharge instantly in response to signals from a demand response administrator to alleviate peaks in system load.

Microgrid

Build a localized grid that can disconnect from the main power grid, operating independently and reinforcing overall grid resilience.

Power Production

Renewable Integration

Smooth and firm the output of a renewable power generation source such as wind or solar.

Capacity Reserve

Provide power and energy capacity to the grid as a standalone asset.

Grid Reliability

Ancillary Services

Charge or discharge instantly to provide frequency regulation, voltage control, and spinning reserve services to the grid.

Transmission & Distribution Support

Supply power and energy capacity at a distributed location to defer or eliminate the need to upgrade aging grid infrastructure.

[INQUIRE](#)

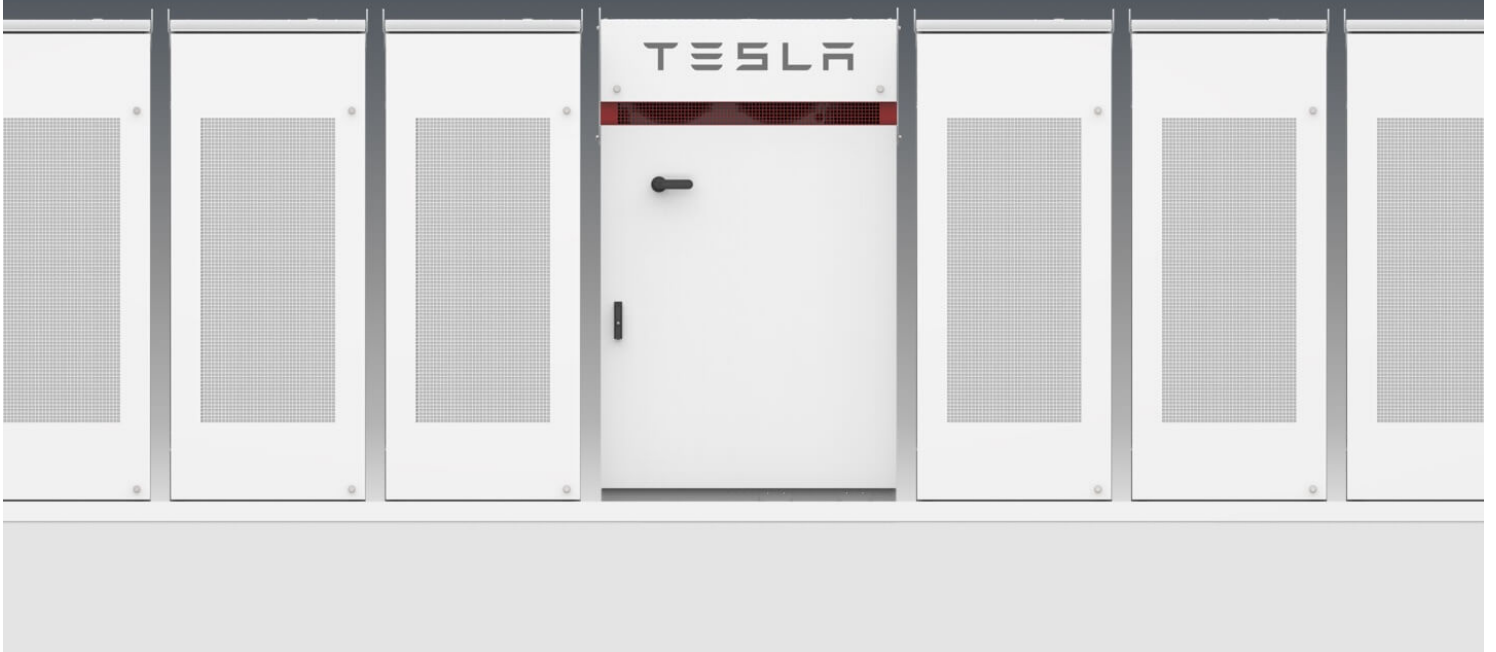
Scalable Design

The Powerpack system scales to the space, power and energy requirements of any site, from small commercial businesses to regional utilities. It can be configured in various arrangements, offering far more modularity than competing models.



Fully Integrated Solution

Powerpack is a fully integrated, AC-connected energy storage system with everything needed to connect to a building or utility network. It dramatically simplifies installation, integration and future support, offering system-wide benefits that far outweigh those of standalone batteries.



Powerpacks

Powerpacks house the world's most sophisticated batteries. Each Powerpack is a DC energy storage device containing 16 individual battery pods, a thermal control system and hundreds of sensors that monitor and report on cell level performance.

Grid Interface

- Bi-Directional Inverter
- Powerpack Controller
- Software

Overall System Specs

AC Voltage	380 to 480V, 3 phases
Energy Capacity	Up to 232 kWh (AC) per Powerpack
Communications	Modbus TCP/IP; DNP3; Rest API
Operating Temperature	-30°C to 50°C / -22°F to 122°F
Power	Up to 130 kW (AC) per Powerpack
Enclosures	Pods: IP67 Powerpack: IP35/NEMA 3R Inverter: IP66/NEMA 4
Scalable Inverter Power	From 70kVA to 700kVA (at 480V)
System Efficiency (AC) *	88% round-trip (2 hour system) 89.5% round-trip (4 hour system)
Depth of Discharge	100%
Certifications	Nationally accredited certifications to international safety, EMC, utility and environmental legislation.
Dimensions	Powerpack Unit Length: 1,317 mm (50.9 in) Width: 968 mm (38.1 in) Height: 2,187 mm (86.1 in) Weight: 2,199 kg (4,847 lbs) Powerpack Inverter Length: 1,044 mm (41.1 in) Width: 1,394 mm (54.9 in) Height: 2,191 mm (86.2 in) Weight (max): 1,120 kg (2,470 lbs)

* Net Energy delivered at 25°C (77°F) ambient temperature including thermal control



“

Vector views energy storage as the way of the future and is integrating the Tesla Powerpack on to our network, creating a solution that will benefit our customers and other businesses.”

Vector

Utility | 24 Powerpacks

2.4 MWh 1 MW

Key Applications:

Network Support

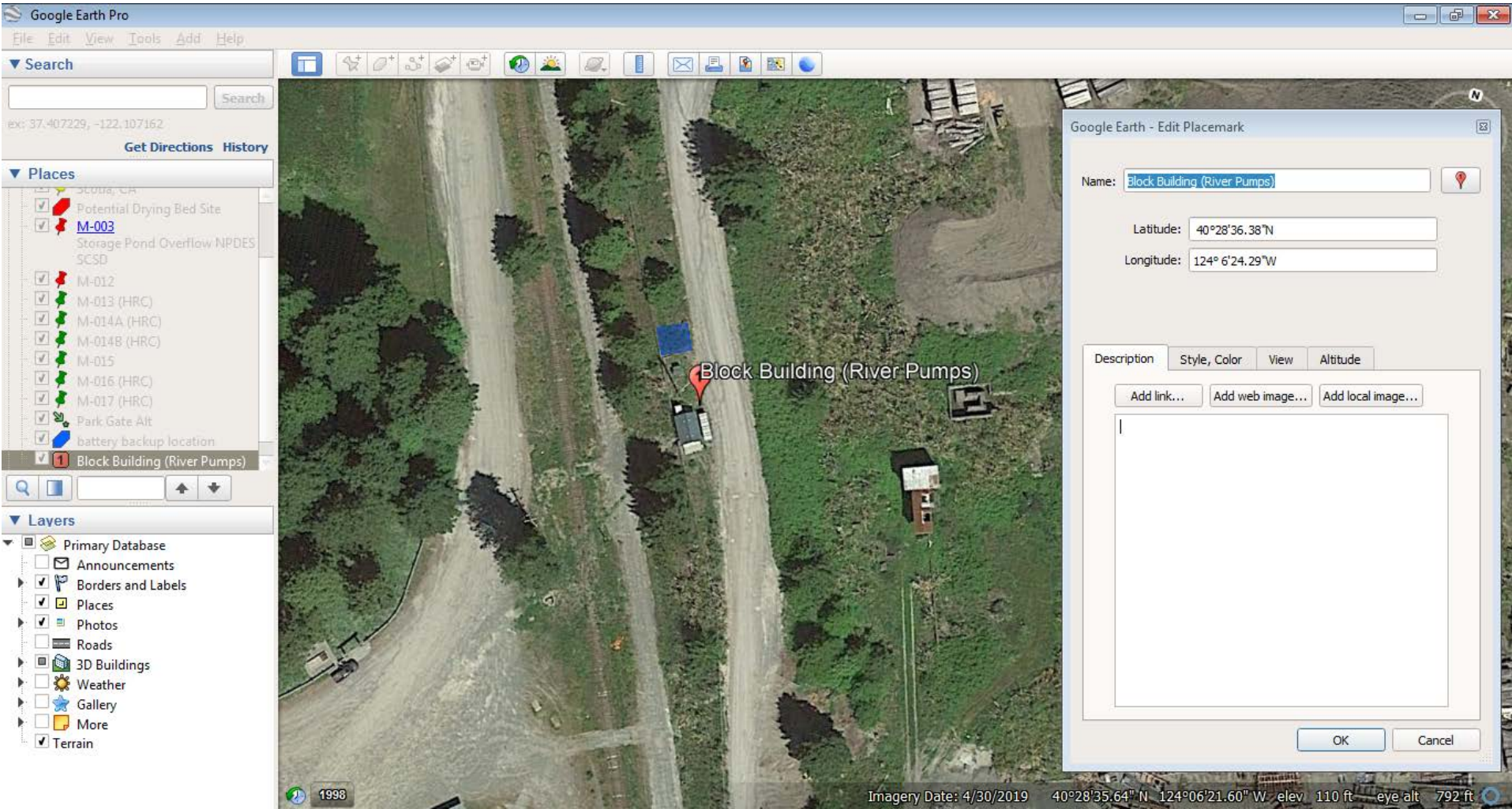
Order your Powerpack

INQUIRE

Tesla © 2020

[Privacy & Legal](#)

Site 1: River Pump Control Block Building: potential Battery Back Up location indicated by blue polygon



TESLA COMMERCIAL ENERGY

We take a long-term approach to ensure your energy storage system provides maximum performance, simplified integration and all-weather capabilities. You have peace of mind knowing that Tesla has successfully deployed 2.5 million kilowatts of solar and 2 million kilowatt hours of energy storage around the world.



Scotia Community Services District
400 Church St, Scotia, CA 95565, US
APN: 205-351-023-000

ENERGY STORAGE SYSTEM RATINGS



Battery Output Rating	630 kW
Battery Size (13 Packs)	3,016 kWh
Battery Value	\$1,725,443
Total Project Cost	\$0
Fully Charged Duration	26.5 hours
Average Duration	13.25 hours



EMERGENCY BACKUP

Powers a facility when the grid goes down



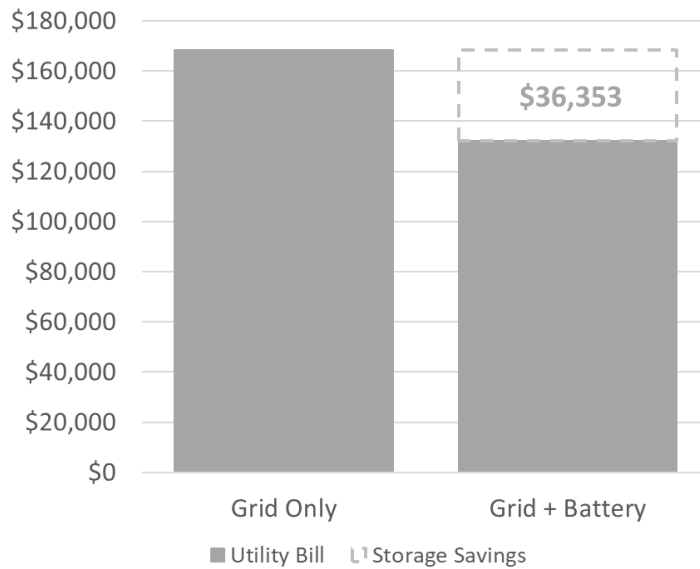
PEAK SHAVING

Discharge at times of peak demand to reduce expensive demand charges

PROPOSED SAVINGS PROJECTIONS

Battery Energy Storage System Savings

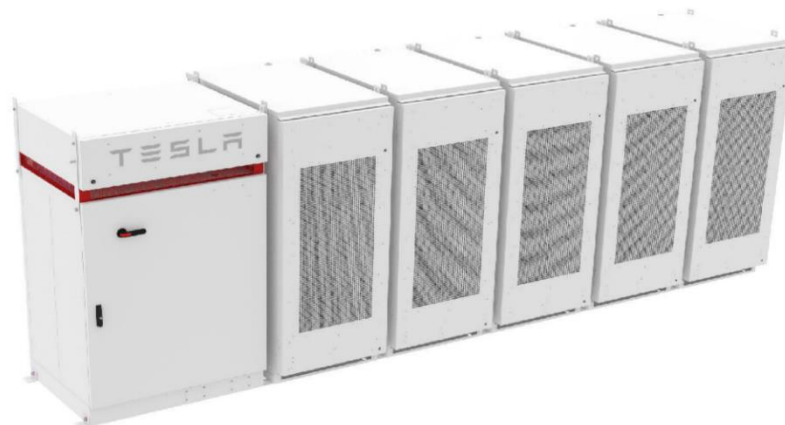
Estimated Annual Electricity Savings



Estimated Long Term Electricity Savings

10 Year Value	\$388,899
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20 Year Value	\$839,787
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Additional Information

- Specific site/project specifics will need to be confirmed as part of the Site Survey & Permitting Process
- We recommend that you change to PG&E tariff B-19 to increase your savings with storage

POTENTIAL POWERPACK LOCATION



Standard Non-Disclosure Agreement

Effective Date: _____

Tesla Contact: _____

This Standard Non-Disclosure Agreement (“NDA”) is entered as of the Effective Date between the Tesla entity (“Tesla”) and the company or individual (“Company”) identified below. Tesla and each Company agree as follows:

1. Purpose. Tesla may disclose Confidential Information to Company in order to consider a potential business relationship with each other or fulfill the objectives of such relationship (“Purpose”). “Confidential Information” means information disclosed by Tesla or its Affiliate to Company or its Affiliate that is marked as confidential or proprietary, identified as confidential or proprietary (e.g. if disclosed orally or visually), or disclosed under circumstances by which Company should reasonably understand that such information is deemed by Tesla to be confidential or proprietary. All Confidential Information and derivations thereof remain Tesla’s sole property, and no license or other right to Confidential Information or any intellectual property is granted or implied by this NDA or any disclosure. Tesla is not required to disclose any information hereunder. All Confidential Information is provided on an “AS IS” basis. Tesla disclaims any and all representations, warranties, or assurances concerning the Confidential Information, including as to accuracy, performance, completeness, suitability, or third-party rights.
2. Confidentiality. Subject to Section 3, Company and its Affiliates may not: (a) use Confidential Information for any reason except the Purpose; or (b) disclose Confidential Information to any individual or third party except to its personnel, directors, consultants, professional advisors, and Affiliates, or (to the extent expressly approved in writing by Tesla) other unaffiliated third parties, in each case that (i) have a “need to know” such Confidential Information for the Purpose and (ii) are bound to confidentiality obligations that protect Confidential Information to at least the same extent as the terms of this NDA (collectively, “Authorized Recipients”); or (c) make any public disclosures relating to the existence of this NDA or the Purpose without Tesla’s prior written consent; or (d) identify, or attempt to identify, any data subject (e.g. one or more individuals, vehicles, products, or entities) through any de-identified or anonymous data disclosed by Tesla. Company shall implement and maintain appropriate organizational, technical, and administrative security measures, exercising the same degree of care to protect Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. Promptly after learning of any unauthorized use or disclosure of, and/or unauthorized attempts to access or modify, any Confidential Information in Company’s (or its Authorized Recipients’) custody or control, Company shall notify Tesla in writing and cooperate with Tesla to investigate and mitigate any adverse effects. Company shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its Authorized Recipients.
3. Exceptions. The obligations of Section 2 will not apply to information that: (a) is already known to Company at the time of disclosure without obligation of confidentiality, (b) is or becomes publicly known through no wrongful act or omission of Company, (c) is rightfully received by Company from a third party without obligation of confidentiality, (d) is approved for release by Tesla’s written authorization, or (e) was developed by Company independently and without the use or benefit of any Confidential Information. A disclosure that Company is required to make pursuant to any order or requirement of a court, administrative agency, other governmental agency, or stock exchange will not be deemed a breach of Section 2 of this NDA, provided that Company has to the extent permitted by law: (x) promptly notified Tesla in writing of such order or requirement, (y) given Tesla an opportunity to challenge or limit the disclosure requirement or seek an appropriate protective order, and (z) cooperated with Tesla to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the order or requirement. A disclosure which complies with a U.S. Federal Acquisition Regulation permitting disclosures to the government concerning government contracts will not be deemed a breach of this NDA. Each party is hereby given notice of the immunity set forth in 18 USC § 1833(b).
4. Affiliate. “Affiliate” means an entity which either controls or is controlled by a party or is under common control with a party, where “control” means the power to direct or cause the direction of an entity’s management and policies through ownership or control of at least 50% of its voting securities or ownership interest.
5. Termination. This NDA is effective as of the Effective Date and will expire 3 years thereafter. Either party may terminate this NDA for any or no reason by giving 60 days’ prior written notice to the other party. Expiration or termination shall not affect a party’s rights or obligations with respect to Confidential Information disclosed before such expiration or termination, and such rights or obligations will continue as long as Company or its Affiliate has custody of or control over Confidential Information. Upon expiration or termination of this NDA or Tesla’s written request, Company shall promptly return to Tesla all Confidential Information or certify in writing that all Confidential Information has been destroyed. Sections 2, 3, and 5–7 will survive for 5 years after the expiration or termination of this NDA.
6. Disputes; Venue. This NDA is governed by the laws of the county, state, and country specified below Tesla’s signature, in each case without regard to conflict of laws principles. Company will be jointly and severally responsible for the acts and omissions of its Affiliates and each Authorized Recipient. The rights of and damages incurred by a Tesla Affiliate will be deemed to be rights of and damages incurred by Tesla. The Parties shall discuss in good faith a resolution to any conflict or dispute under this NDA. The exclusive venue for any judicial action arising out of or relating to this NDA will be the state, federal, or regional courts for the location specified below Tesla’s signature. The parties, for themselves and their respective

Standard Non-Disclosure Agreement

Affiliates and Authorized Recipients, hereby waive any challenge to venue and jurisdiction in such courts. If Tesla substantially prevails in any action to enforce this NDA, it will be entitled to recover its costs of enforcement from Company and its Affiliates, including reasonable attorneys' fees. Company acknowledges that breach of this NDA would cause Tesla irreparable harm for which monetary damages would not provide an adequate remedy and Tesla will, in addition to any other available remedies, be entitled to temporary and permanent injunctive relief with respect to such breach without proof of actual damages or the posting of bond or other security.

7. **Miscellaneous.** This NDA constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings, between the parties regarding its subject matter. If any provision hereof is held by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this NDA shall remain in full force and effect. This NDA is written in the English language, and the English version shall prevail over any translation thereof. A waiver of any right hereunder does not imply waiver of any other rights. No waiver, alteration, modification, or amendment of this NDA shall be effective unless in writing and signed by both parties. This NDA may be signed in duplicate originals or in separate counterparts, each of which is effective as if the parties signed a single original, and a facsimile of an original signature or electronically signed version transmitted to the other party is effective as if the original was sent to the other party. Any notice required or permitted by this NDA shall be made in writing and be deemed delivered upon verification of delivery to the other party. Company may not assign, transfer, or otherwise convey or delegate any of its rights or duties under this NDA (except to the successor in a merger, acquisition, or corporate reorganization of Company) without Tesla's prior written consent, and any attempt to do so shall be void.

Tesla and each Company execute this Standard Non-Disclosure Agreement through their duly authorized representatives.

Tesla: <u>Tesla, Inc.</u>
Signed: _____
Printed: _____
Title: _____
Date: _____
Contact Information:
Legal Department
PO Box 15430, Fremont CA 94539, USA
Phone : +1-650-681-5000
Governing Law: <u>California</u>
Venue: <u>Santa Clara County, California</u>

Company: _____
Signed: _____
Printed: _____
Title: _____
Date: _____
Contact Information:
Name/Dept.: _____
Address: _____
Phone: _____



**Tesla Energy Products Purchase Agreement
California Self-Generation Incentive Program (SGIP)**

This "Agreement" is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail).

As described in Section 2 below, as a condition of the pricing in this Agreement, Buyer must also sign a ten (10) year "Services Agreement," contemporaneously with this Agreement.

Price Sheet

Buyer information

Buyer Name:

Street Address:

Signatory Name:

Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA 94304
888-765-2489
CA CSLB 949283

Energy Products and Contract Price

Energy Storage System

kW/

kWh Powerpack System

Product Value:

SGIP Eligible Costs:

**Contract Price (after SGIP
Incentive and discounts):**

Approximate Completion Date

60-180 days from the date of this Agreement

Signed by

Buyer:

Your signature:

Title:

Date:

Tesla, Inc.:

By:

Title: Sr. Director, Commercial Energy Sales

Date:



Energy Products Purchase Agreement Terms & Conditions

1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance or signature), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. Tesla may terminate this Agreement if any of the representations in this Section 1 are incorrect.

2. **Purchase; SGIP Program.**

(a) Buyer agrees to purchase the "Products" indicated in the Price Sheet. Tesla agrees to sell Buyer the Products and install them at the address you provided in the Price Sheet (the "Site"). Notwithstanding the above, prior to installing the Products, Tesla may review Buyer's credit, and Tesla shall have the right to terminate this Agreement in its sole discretion based upon the outcome of such credit review.

(b) The Products will be financed by the California Self-Generation Incentive Program ("**SGIP**"), which provides an incentive payment to be paid over five (5) years, subject to certain conditions (the "**SGIP Incentive**"). The SGIP Incentive when assigned to Tesla as the SGIP payee permits Tesla to offer the Products at a reduced cost, or no cost to Buyer. Buyer hereby assigns the SGIP Incentive to Tesla, and releases any claim to the SGIP Incentive. Buyer agrees to cooperate with Tesla's efforts to obtain the SGIP Incentive, including signing necessary documents.

(c) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at <https://www.selfgenca.com/home/contact/>. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(d) In order to enable the SGIP Incentive, Buyer is required to sign the "**Services Agreement**" contemporaneously with this Agreement. As more fully detailed therein, the Services Agreement provides for Tesla to maintain the Products for ten (10) years, and also provides that Tesla will remotely operate the Products in a manner necessary to obtain the SGIP Incentive.

3. **Contract Price.** The Price Sheet shows the price of the Products and their installation after the SGIP Incentive ("Contract Price"), and the value of the Products ("Product Value"). The Contract Price is charged in accordance with the Schedule of Payments on the Price Sheet, and payment is due thirty (30) days after the date of each invoice. Subject to Section 4, the Contract Price is inclusive of all taxes and permitting fees. The Contract Price does not include, and Tesla is not obligated to provide, any ongoing services in connection with the Products (including maintenance services), except as required in connection with Tesla's limited warranties in Section 12, and as separately agreed under the Services Agreement.

4. **Changes to Price Sheet.**

(a) Tesla's obligation to install the Products is conditioned on such work falling with Tesla's "Standard Scope", which assumes standard wage rates, no unforeseen site conditions, no significant upgrades to existing electrical works, interconnection fees not to exceed \$1,000, and customary government costs, taxes and fees. Further information about what constitutes Tesla's Standard Scope is available upon request.

(b) Tesla has the right to update the Price Sheet if, upon further diligence regarding the Site, Tesla determines that there are conditions outside of the Standard Scope. If Buyer does not reject the updated Price Sheet within thirty (30) days and cancel this Agreement, the changes will be deemed accepted.

(c) In addition, Tesla may in its sole discretion determine that because of issues beyond the Standard Scope, or because of the unavailability of the SGIP Incentive, Tesla will not install the Products. In such case, Tesla may terminate this Agreement by notice to Buyer, and if applicable shall refund the Order Payment.

5. **Installation; Service.** Tesla will contact Buyer to perform an energy efficiency audit of the Site as required by the SGIP program, and subsequently, to schedule installation of the Products. Installation will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Tesla will commission the System in accordance with its standard practices. Buyer authorizes Tesla, or its affiliate or subcontractor, to submit on Buyer's behalf any permit or interconnection application



that is required in connection with the Products. Buyer also agrees to give Tesla, or its affiliate or subcontractor, access to the Site as scheduled so Tesla can install and service the Products. Buyer is responsible for all existing property conditions at the Site, whether known or unknown.

6. **Payment.** By entering into this Agreement, Buyer agrees to pay the Contract Price as described in the Price Sheet. Tesla may provide combined or separate invoices for each of the Products. Risk of loss shall transfer with respect to each component of the Products, upon its delivery to the Site. Title to the Products will transfer to Buyer after Tesla (i) completes installation and (ii) receives payment in full of the Contract Price (if any).

7. **Order Payment.** The Order Payment (if any) that Buyer previously paid for the Products is now non-refundable, except in the circumstances described in Section 4(c). When this Agreement becomes effective, Tesla incurs significant costs preparing to install the Products. The Order Payment is a reasonable estimate of the damages Tesla would incur if Buyer cancels its order before the Products are installed.

8. **Privacy.** The [Tesla Customer Privacy Policy](#) is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 1-888-765-2489.

9. **Intellectual Property.** Tesla owns all intellectual property rights associated with the Products. Tesla grants Buyer a non-exclusive license to use any software embedded into the Products, only in connection with the operation of the Products.

10. **Remote Monitoring and Firmware Upgrades.**

(a) Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. This monitoring requires a high speed internet line, which Buyer must provide at Buyer's cost. If Buyer does not maintain this internet connection, Tesla cannot monitor the Products. Tesla is not responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "[Buyer Data](#)" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if neither Buyer nor the owner or long-term occupant of the site where the Products are located (the "[Site Host](#)") could reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("[Tesla Data](#)"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

(d) Notwithstanding anything herein to the contrary, Tesla may disclose either Buyer Data or Tesla Data as requested or required by an applicable administrator of the SGIP program ("SGIP Administrator"), and Tesla shall not be responsible for the SGIP Administrator's use or disclosure of such data.

11. **Maintenance & Operation.** Tesla will provide Buyer with an initial copy of an applicable storage system operation and maintenance guide (as updated by Tesla from time to time, the "[Manuals](#)"). The Manuals provide Buyer with operation and maintenance instructions, answers to frequently asked questions, and service information. Buyer must cause the Products to be maintained in accordance with the Manuals (including by contracting with Tesla for maintenance services). In addition, Buyer must comply with the Manuals, to the extent the Manuals apply to Buyer's activities at the Site.

12. **Limited Warranties.** The Products and installation work are covered by the following limited warranties. **THESE ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND INSTALLATION WORK. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described below.**

Storage System	The Storage System is covered by the Tesla Limited Warranty applicable to the product and model purchased. By approving this Agreement, Buyer accepts the terms of the Tesla Limited Warranty for the applicable product, which can be obtained on our website or will be provided upon request.
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	In order to maintain the Tesla Limited Warranty, maintenance on the Storage System must be performed by Tesla, a Tesla affiliate or subcontractor, or a Tesla-certified maintenance provider.
Workmanship	Tesla warrants that (a) Tesla's installation workmanship will be free from defects for 10 years from the date the Products are installed (or, in the case of main panel or structural upgrades, 1 year from the date those upgrades were performed); (b) Tesla's installation workmanship will not invalidate the applicable Tesla Limited Warranty; and (c) Tesla will not damage the Site during our installation of the Products. If Tesla breaches this workmanship warranty, Tesla will repair the defective work or damage at Tesla's cost. If Tesla cannot do this itself, Tesla will pay for someone else to do it. Such repair work shall not extend the original warranty period, but the remainder of the original warranty period shall apply to the repair work.

13. **Warranty Exclusions.** The "Workmanship" warranty above does not cover any defect caused by (1) events beyond Tesla's reasonable control, including but not limited to lightning, flood, earthquake, fire, excessive wind and other extreme weather events, accidents, abuse, misuse or negligence; (2) Buyer's failure to operate or maintain the Products in accordance with the applicable owner's manual(s); (3) strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth; (4) water entering around a fitting, accessory or other material not installed by Tesla; (5) any material or equipment connected to the Products that was not installed by Tesla; or (6) someone other than Tesla installing, altering, removing, re-installing or repairing any part of the Products unless that person does so in compliance with the applicable owner's manual(s). The "Workmanship" warranty also does not cover (i) any defects in the equipment or components incorporated into Tesla's work (such as breakers, electrical panels, soft-start devices for HVAC equipment, etc.); (ii) pre-existing conditions at the Site, including but not limited to unpermitted conditions, improper electrical wiring, cracked or crumbling masonry; (iii) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of the Products; or (iv) theft or vandalism. The warranty for the "Storage System" above is not subject to the above exclusions, but is subject to other exclusions which are described in the warranty document.

14. **IP Indemnity.**

(a) As used in this Section 14, "Representatives" means Buyer and Buyer's affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns; "Losses" means damages and liabilities, including reasonable attorneys' fees; and "Claim" means a claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party.

(b) Tesla shall indemnify, defend and hold harmless Buyer and its Representatives from any Losses arising out of any Claim alleging that the Products infringe the intellectual property rights of a third party. However, Tesla shall have no obligation to indemnify Buyer or any of its Representatives to the extent the Claim arises out of: (a) use of the Products in combination with any other products, materials or equipment not expressly authorized by Tesla; or (b) any modifications or changes made to the Products other than by Tesla. If a Claim for infringement or alleged infringement of any intellectual property rights is made, Tesla may, at its own expense, (i) modify any or all of the intellectual property rights so as to avoid the infringement or the alleged infringement; or (ii) take such other action as Tesla deems reasonable to avoid or settle such Claim.

15. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement. To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Product Value. This Section 15 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or subcontractor in connection with this Agreement. This Section 15 does not apply to Buyer or Tesla's obligation to indemnify the other for third-party claims, as required under Section 14 or otherwise under applicable law.

16. **Term; Breach; Remedies.**

(a) This Agreement will continue in effect until Tesla has completed installation of the Products and received payment in full of the Contract Price, unless earlier terminated as permitted in Section 4 or this Section 16.

(b) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue



any remedy it has under this Agreement or at law, including in Tesla's case, repossession of the Products (if title has not yet transferred) and collection of all amounts due (including those past due, which will be charged 2% interest per annum).

(c) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration until fully performed.

17. **Governing Law; Integration.** This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

18. **Assignment.** Tesla may assign, sell or transfer this Agreement without Buyer's consent in connection with Tesla's financing activities, provided, that except in the case of an assignment as collateral only, the assignee shall be capable of performing (directly or indirectly) all of Tesla's obligations hereunder.

19. **Insurance.** Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

20. **Further Assurances.** Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

21. **Arbitration.** Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.



Energy Products Operation and Maintenance Agreement California Self-Generation Incentive Program (SGIP)

This "Agreement" is between Tesla, Inc. ("Tesla"), and the entity represented by you, as the signatory to this Agreement ("Buyer"). The Agreement consists of (1) the below Price Sheet and (2) the attached terms & conditions, and is effective on the date that you agree to this Agreement (by electronic acceptance, signature or e-mail) (the "Effective Date").

This Agreement accompanies a Tesla Energy Products Purchase Agreement ("Purchase Agreement"), which includes a reduced price as a result of Tesla obtaining the SGIP incentive with respect to the Products (as indicated in the Price Sheet, the "SGIP Incentive").

Price Sheet

Buyer information

Buyer Name:

Street Address:

Signatory Name:

Signatory Phone Number:

Tesla entity

Tesla, Inc. of 3500 Deer Creek Road, Palo Alto, CA 94304
888-765-2489
CA CSLB 949283

Products

Products installed under Energy Products Purchase Agreement dated: Powerpack:
Products Value:
SGIP Eligible Costs:
SGIP Incentive:

Services Price

Annual price for Services: \$0
Extra Services Time-and-Materials Rate to be agreed by Buyer

Payment Terms

Deadline for Payments: 30 days after date of invoice



Signed by

Buyer:

Tesla, Inc.:

Your signature:

By:

Title:

Title: Sr. Director, Commercial Energy Sales

Date:

Date:



Operation and Maintenance Agreement Terms & Conditions

1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance, signature, or email), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. You also represent and agree that the Buyer owns or has sufficient rights to the Products in the Price Sheet, to contract for the Services. Tesla may terminate this Agreement upon notice to Buyer if any of the representations in this Section 1 are incorrect.

2. **Term; SGIP Operation and Grid Services.**

(a) This Agreement will continue in effect for ten (10) years from the date that the Products are fully installed, unless earlier terminated under Section 11 (the "Term"). The Parties agree that as of the Effective Date, the Products are intended to remain owned by Buyer and installed at the Site (as defined in Section 3) throughout the Term.

(b) During the Term, Tesla may monitor and operate (including charging and discharging) the Products, in order to comply with requirements of the SGIP Program, and to generate savings by shifting Buyer's grid electricity consumption from higher-priced times to lower-priced times, in Tesla's reasonable discretion. Buyer acknowledges that Tesla's cycling of the Products will consume some portion of the warranted throughput of the Products; and will use electricity stored in the Products (together, "Cycling Costs"). Tesla expects that Tesla's activities described above will save significantly more than the Cycling Costs, but Tesla makes no guarantee of such savings. Buyer agrees that the provision of the Services herein are in full consideration of the Cycling Costs, and releases Tesla from any claim to recover any Cycling Costs.

(c) Buyer agrees to notify Tesla of any utility tariff changes with respect to the Site, during the Term.

(d) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at <https://www.selfgenca.com/home/contact/>. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(e) If Buyer intends to vacate or sell the Site during the Term, Buyer shall ensure that the buyer of the Site accept assignment of this Agreement, or an agreement substantially similar and reasonably acceptable to Tesla, in order to ensure continued compliance with the SGIP Program.

(f) From time to time, Tesla may identify demand response or similar grid services programs, whereby the Products can help meet demands of the electrical grid, or improve its reliability, by charging or discharging the Products (or agreeing to make the Products available for charging or discharging) (each, a "Grid Services Program"). Tesla will notify Buyer of any proposed Grid Services Program and identify: (i) the anticipated economic benefit for Buyer; (ii) the anticipated impact on the availability of the Products; and (iii) the anticipated Cycling Costs. Buyer may elect to participate or not participate in a Grid Services Program, provided that if Buyer does not provide Tesla with notice of its election within thirty (30) days after Tesla's notice of the Grid Services Program, Tesla may treat the same as an election to participate.

3. **Tesla to Provide Services.** For the Products indicated in the Price Sheet, Buyer agrees to purchase the "Services" in accordance with Appendix 1 (the "Scope of Services") during the Term, to be performed at the site where Tesla installed the Products (the "Site").

4. **Scope of Services.**

(a) Tesla's Scope of Services assumes standard wage rates, no constraints to Tesla's access to the Site, and no unforeseen site conditions. If Tesla encounters challenges accessing the Site, or unforeseen site conditions not caused by Tesla, Tesla may treat the costs it incurs as Extra Services as set forth in Section 4(b).

(b) Any service not included in the Scope of Services shall be an "Extra Service." Extra Services will include, for example repairs arising from abuse by Buyer. Upon request, Tesla may provide Buyer a time-and-materials rate proposal for Extra Services, and upon agreement of Buyer in writing, Tesla may agree to perform the Extra Services. When used in this Agreement, "Services" shall include "Extra Services," when context requires. If Buyer pays a fee to Tesla for Extra Services in connection with an issue that is subsequently determined to be covered by a Tesla Manufacturer's Limited Warranty or other warranty provided by Tesla for the Products, Tesla shall provide a refund to Buyer.



(c) Title and risk of loss to all parts, materials or equipment installed by Tesla during the performance of the Services shall transfer to Buyer when such parts, materials or equipment have been installed and the Products (or the affected part of the Products) have been commissioned or re-commissioned.

5. **Site Access.** Tesla will contact Buyer to schedule the Services. Services will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Buyer also agrees to give Tesla, or its affiliate or subcontractor access to the Site as scheduled so Tesla can provide the Services.

6. **Extra Services.** Tesla may bill for Extra Services upon their completion. By entering into this Agreement, Buyer agrees to pay any agreed-upon fee for Extra Services, in accordance with the Payment Terms in the Price Sheet.

7. **Privacy.** The [Tesla Customer Privacy Policy](#) is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 888-765-2489.

8. **Remote Monitoring and Firmware Upgrades.**

(a) Tesla's SGIP-related monitoring and cycling described in Section 2 requires a continuous high-speed internet connection, which Buyer agrees to provide at Buyer's cost. Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. If Buyer does not maintain this continuous internet connection the monitoring will not function. Tesla shall not be responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "Buyer Data" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if Buyer could not reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("Tesla Data"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

9. **Services Warranty.**

(a) Tesla warrants that (i) it shall perform all Services in accordance with Prudent Industry Practices, any applicable Tesla operation and maintenance manuals, and this Agreement, and (ii) any labor performed, and any materials installed, in the performance of the Services shall be free from defects in design and workmanship for 12 months after such labor was performed or such materials were installed (collectively, the "Services Warranty"). "Prudent Industry Practices" means the methods approved by a significant portion of the electrical services industry operating in the state in which the Products are installed that, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

(b) Tesla shall remedy any defect or otherwise cure a breach of the Services Warranty, at its own cost and expense, as promptly as reasonably practicable after Buyer notifies Tesla in writing of such breach, in a manner and at such times that reasonably minimizes interruption of the operation of the Products and revenue loss to Buyer. This shall be Tesla's sole and exclusive liability, and Buyer's sole and exclusive remedy, in connection with a breach of the Services Warranty.

(c) EXCEPT AS REQUIRED BY LAW, OR AS PROVIDED FOR IN THIS AGREEMENT, TESLA MAKES NO WARRANTIES OR GUARANTEES WITH RESPECT TO THE SERVICES AND DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY APPLICABLE LAWS, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

10. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement, except to the extent provided in Section 11(b). To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Products Value. This Section 10 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or



subcontractor in connection with this Agreement. This Section 10 does not apply to Buyer or Tesla's obligation to indemnify the other party, as may be required under applicable law.

11. **Breach; Remedies.**

(a) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue any remedy it has under this Agreement or at law. Tesla may also terminate this Agreement if the Products are substantially destroyed other than due to Tesla's fault.

(b) Buyer shall be responsible for, and Tesla shall be entitled to invoice for, any loss of part or all of the SGIP Incentive due to damage to the System caused by Buyer, or Buyer's breach of this Agreement. Breaches that may result in the loss of part or all of the SGIP Incentive may include, without limitation, removing or selling the Products without notifying the SGIP Administrator as required in Section 2(e), not providing Tesla with access to the Products in order to perform maintenance as required in Section 4; or continued failures to provide internet connectivity as required in Section 8.

(c) If this Agreement is terminated by Tesla during the first five (5) years of the Term, then Buyer shall owe Tesla the following amount, as reasonably calculated by Tesla: For each year or portion thereof remaining in the first five (5) years of the Term, Buyer shall pay ten percent (10%) of the SGIP Incentive (the "Termination Payment") (Thus, if the Agreement is terminated for Buyer default three (3) years from the date that the Products are fully installed, Buyer shall owe 20% of the SGIP Incentive). Buyer agrees that the damages in this Section 11 are a reasonable preestimate of Tesla's damage as a result of the early termination of this Agreement. The Termination Payment shall be due and payable thirty (30) days after Tesla's issuance of an invoice therefor.

(d) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration.

12. **Governing Law; Integration.** This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

13. **Assignment; Subcontracting.** Tesla or Buyer may, with prior written notice to the other, transfer or assign this Agreement to its affiliate, as long as (a) the assignee agrees to be bound by the terms and conditions of this Agreement, and (b) in the case of Buyer, the assignee owns the Products. Buyer may also assign this Agreement as collateral in connection with its financing activities. Otherwise, neither Buyer nor Tesla may assign its rights or obligations under this Agreement without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Buyer and Tesla

14. **Insurance.** Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

15. **Further Assurances.** Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

16. **Arbitration.** Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.



Appendix 1

Scope of Services

Tesla will (i) proactively monitor the Products as set forth below, and (ii) respond to inquiries by phone, web and/or email. Tesla may respond, remotely or on-site as deemed necessary by Tesla, to telemetry signals and/or Buyer inquiries. The Services that Tesla will provide are limited to the following:

- Perform preventative maintenance, as Tesla deems consistent with Prudent Industry Practices
- Alert the customer of Product performance and failure issues
- Provide visibility of Product performance through Tesla's Powerhub user interface
- Alert the customer if the Product is not communicating with the internet
- Remove, return, replace and/or fix parts covered by valid manufacturer warranty
- Investigate and replace defective balance of system hardware and/or defective wiring for the duration of the Workmanship Warranty. (After the Workmanship Warranty, the Parties may agree for Tesla to perform this service as Extra Work.)
- Remotely update products software and firmware to improve performance

Excluded services and repairs listed below may be performed as an Extra Service, as set forth in Section 3(b):

- Moving debris from the equipment, or the area around the equipment
- Maintenance of the area around the Products, including vegetation management
- Maintenance to the degree necessitated by vandalism, negligence or misconduct of Buyer or another party not under Tesla's control
- Removal and reinstallation of equipment for reasons not related to warranty failures

SELF-GENERATION INCENTIVE PROGRAM

Proposed System Information Attestation

The following information (Responses to Questions 1 – 5) is required by the Developer of the storage system applying for SGIP's Equity Resiliency Budget or Non-Equity Resiliency Budget with a discharge duration greater than two hours.

- 1) Provide an estimate of how long the project's fully charged battery will provide electricity for the relevant facility average load during an outage.

- 2) Indicate whether the project's critical loads can and will be isolated.

- 3) Provide an estimate of how long the project's fully charged battery will provide electricity to critical uses during an outage.

- 4) Provide an estimate of how long the project can operate in less-than favorable circumstances, such as if an outage occurs when the battery has been discharged or during the winter (if paired with solar).

- 5) Summarize information given to the customer about how the customer may best prepare the storage system to provide backup power, in the case of a Public Safety Power Shutoff (PSPS) event announced in advance (provide an attachment with more information if necessary).

ATTESTATION

[DEVELOPER SECTION]

I, _____ (print name of Developer), hereby attest that each of the statements provided in this document are true and correct.

Signature:  _____

Name Printed: _____

Title: _____

Date: _____

[CUSTOMER SECTION]

I, _____ (print name of Customer), hereby attest I have received the information provided in this document prior to signing a contract with the developer.

Signature: _____

Name Printed: _____

Date: _____



**Pacific Gas and
Electric Company®**

U 39

San Francisco, California

Cancelling Revised
Revised

Cal. P.U.C. Sheet No. 42813-E*
Cal. P.U.C. Sheet No. 37152-E

Electric Sample Form No. 79-1095

Sheet 1

Authorization to Receive Customer Information or Act Upon a Customer's Behalf

**Please Refer to Attached
Sample Form**

Advice 5349-E
Decision

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Date Filed August 3, 2018
Effective August 3, 2018
Resolution _____

AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY
(Please Print or Type)

I, _____
NAME TITLE (IF APPLICABLE)

of _____ (Customer) have the following mailing address
NAME OF CUSTOMER OF RECORD

_____, and do hereby appoint
MAILING ADDRESS CITY STATE ZIP

of _____
NAME OF THIRD PARTY MAILING ADDRESS
CITY STATE ZIP

To act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION:

1. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
2. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER
3. _____
SERVICE ADDRESS CITY SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- ☐ 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility¹.
- ☐ 2. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
- ☐ a. Verification of rate, date of rate change, and related information;
- ☐ b. Contracts and Service Agreements;
- ☐ c. Previous or proposed issuance of adjustments/credits; or
- ☐ d. Other previously issued or unresolved/disputed billing adjustments.
- ☐ 3. Request investigation of my utility bill(s).
- ☐ 4. Request special metering, and the right to access interval usage and other metering data on my account(s).
- ☐ 5. Request rate analysis.
- ☐ 6. Request rate changes.
- ☐ 7. Request and receive verification of balances on my account(s) and discontinuance notices.

¹ The Utility will provide standard customer information without charge up to two times in a 12-month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.



AUTHORIZATION TO RECEIVE CUSTOMER INFORMATION OR ACT UPON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (initial one box only):

² If no time period is specified, authorization will be limited to a one-time authorization

- ☐ One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).
- ☐ **One year authorization** - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.
- ☐ Authorization is given for the period commencing with the date of execution until _____ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein.

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

- ☐ Hard copy via US Mail (if applicable).
- ☐ Facsimile at this telephone number: _____
- ☐ Electronic format via electronic mail (if applicable) to this e-mail address: _____

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. I understand that this agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. **[This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]**

AUTHORIZED CUSTOMER SIGNATURE

TELEPHONE NUMBER

Executed this _____ day of _____
MONTH YEAR

at _____
CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

AGENT SIGNATURE

TELEPHONE NUMBER

COMPANY

Executed this _____ day of _____
MONTH YEAR



Pacific Gas and Electric
selfgen@pge.com

Application ID:

Date Printed: 08/07/2020

Program Year: 2020

NOTE: Your application is not submitted until you upload this form and all other required documentation and click on "Submit" via the online system.

Application Type

Application Type: Energy Storage
Budget Category: Equity Resiliency

Host Customer

Contact Name: Paul Newmaker
Company Name: Scotia Community Services District
Parent Company Name: Scotia Community Services District
NAICS: 221310

Is this a public institution? N/A
Sector: State or Local Government
Sector definition: Agreed

Is Household Low-Income Status?

Is the Host Customer enrolled for the medical baseline program?

Has the Host Customer notified their utility of serious illness or condition that could become life-threatening of electricity is disconnected?

Has the Host Customer received an incentive reservation letter from either the MASH, SASH, DAC-SASH, or SOMAH programs?

Has applicant coordinated with their local governments and the California Office of Emergency Services? Yes

Does the host customer provide critical services or infrastructure during a PSPS event to a community that is at least partially located in a Tier 2 or Tier 3 HFTD and eligible for the equity budget? Yes

1. 911 call center/Public Safety Answering Point	N/A
2. Cooling center designated by state, local, or tribal government	N/A
3. Emergency operations center	N/A
4. Emergency response provider with the addition of tribal government providers	N/A
5. Fire station	N/A
6. Food bank	N/A
7. Independent living center	N/A
8. Jail or prison	N/A
9. Homeless shelters supported by federal, state, local, or tribal governments	N/A
10. Medical facility (hospital, skilled nursing facility, nursing home, blood bank, health care facility, dialysis center, or hospice facility)	N/A

Self Generation Incentive Program

Reservation Request Form

Instructions: This Self-Generation Incentive Program (SGIP) Reservation Request Form is reflective of the information entered in the online form process. Please review thoroughly for accuracy of information before signing. Once the form has been signed by all parties, scan and upload this document under the Reservation Request header in the Documents section of the online application. Incomplete applications will result in a suspended application. Upon successful submission of all reservation request information and documents, the Applicant will receive notice from the SGIP Program Administrator that their rebate request has been received.

Incentive Step: 5
Incentive Rate: \$1

Mailing Address: PO Box 104
City, State, Zip: Scotia, CA, 95565-0104
Phone: 707-764-3030
Email: infoscotiaccsd@gmail.com

- | | |
|--|-----|
| 11. Police station | N/A |
| 12. Public and private gas, electric, water, wastewater or flood control facility | Yes |
| 13. Location designated by an IOUs to provide assistance during PSPS events | N/A |
| 14. Grocery store, corner store, market or supermarket with average annual gross receipts of \$15 million or less over the last three tax years as calculated at a single location | N/A |

Is this public or tribal government agency serving 50% of a low-income or disadvantaged community census tract?

System Owner

Contact Name:	Paul Newmaker	Mailing Address:	PO Box 104
Company Name:	Scotia Community Services District	City, State, Zip:	Scotia, CA, 95565-0104
Parent Company Name:		Phone:	707-764-3030
		Email:	infoscotiacsd@gmail.com

Developer

Contact Name:	Jonathan Gubler	Mailing Address:	3055 Clearview Way
Company Name:	Tesla Inc.	City, State, Zip:	San Mateo, CA, 94402
		Phone:	6509635100
		Email:	commercial.incentives@tesla.com

- | | |
|--|---------|
| 1. Approaching or communicating with the host customer about the project and learning about its needs and energy profile | 1. Yes |
| 2. Developing the specifications for a system based on the customer's needs and interests | 2. Yes |
| 3. Soliciting bids from multiple manufacturers for the specified system | 3. Yes |
| 4. Gaining the customer's commitment to purchase or lease the specified system, usually but not necessarily by signing a purchase order with a customer or other form of agreement | 4. Yes |
| 5. Purchasing the specified system from the manufacturer to fulfill the obligation to provide a system to the customer | 5. Yes |
| 6. Securing permits for the system on behalf of the customer | 6. Yes |
| 7. Securing interconnection permission for the system on behalf of the customer | 7. Yes |
| 8. Submitting SGIP applications on behalf of the customer | 8. Yes |
| 9. Liaising with the SGIP administrators on incentive reservations | 9. Yes |
| 10. Liaising with the SGIP administrators on data reporting requirements | 10. Yes |
| 11. Supplying project data to SGIP evaluators | 11. Yes |
| 12. Physically constructing the system at the customer's premises | 12. Yes |
| 13. Installing the system at the customer's premises | 13. Yes |

Who is performing the other activities?

Applicant

Contact Name:	Mike Snyder	Mailing Address:	6611 S. Las Vegas Blvd #200 Suite 200
Company Name:	Tesla Inc.	City, State, Zip:	Las Vegas, NV, 89119
Parent Company Name:	Tesla Inc	Phone:	7026806762
		Email:	Commercial.incentives@tesla.com

Contractor/Installer Contact

Contact Name:	Mike Snyder	Mailing Address:	6611 S. Las Vegas Blvd #200
Company Name:	Tesla Inc	City, State, Zip:	Las Vegas, NV, 89119
Contractor License Number (CSLB):	888104	Email:	Commercial.incentives@tesla.com
Contractor License Type:		Phone:	7026806762

Project Site Information

Site Address:

Williams St (River pumps) E/O
Fireman's Park
Scotia, CA, 95565

City, State, Zip:

Project site within the SCE-defined local reliability area?

Disadvantaged Community or Low-Income Community according to the CalEnviroScreen?

Is the site located in a high fire threat district (HFTD)?

Has experienced at least two discrete PSPS events?

Household relies on electric pump wells for their water supplies?

Participating San Joaquin Valley Pilot area?

Agrees to location Eligibility:

N/A

Low-Income Community

Not Applicable

Yes

Not Applicable

Yes

Utility Information

Electric Utility:

Alameda Municipal Power

Peak Annual Demand (kW):

527

Is the Host on an SGIP-Approved Rate?

Other Non-Approved Rate

Other Rate:

Non-residential

Electric Utility is Municipal?

N/A

Demand Response Participant?

N/A

Account Name:

Scotia Community Services District

Demand Response Program Name:

Is Existing Service?

Yes

Demand Response Obligation (kW):

Utility Account ID:

5770004692

System Size Based on Load Growth?

No

Utility Meter ID:

1010034409

Estimated Future Additional Demand (kW):

Gas Utility:

Gas Utility is Municipal?

N/A

Account Name:

Is Existing Service?

N/A

Utility Account ID:

Utility Meter ID:

Proposed System Information

Equipment Technology:

Electrochemical Storage

Total Rated Capacity (kW):

630

System Manufacturer:

Tesla Inc.

Total Energy Storage Capacity (kWh):

3016

System Model:

Powerpack 1490025-XX-Y System (4-hr)

Discharge Hours Duration:

4.78730158

Other self-generation or storage equipment onsite?

Charged at least 75% from renewables?

No

Other Onsite System Information

SGIP Incentivized System(s) Onsite:					
Technology	Make/Model	Project Code	Installed	Energy Storage Capacity (kWh)	Total Rated Capacity (kW)
Non-Incentivized System(s) Onsite:					
Technology	Make/Model	Year Installed	Energy Storage Capacity (kWh)	Total Rated Capacity (kW)	

Previous SGIP Generator Capacity (kW):

0

Previous SGIP Storage Capacity (kWh):

0

Project Finance

Total Eligible Project Cost (TEPC):

\$2,399,012.00

Ineligible Project Cost:	Taking Federal Investment Tax Credits (ITC):	No
	ITC as a % of TEPC:	%
	Approved California Manufacturer Equipment:	No

Other Incentives Received	Incentive Type	Incentive Amount	Description
---------------------------	----------------	------------------	-------------

Incentive Results

Incentive Calculation Equity		Current Step 5			Incentive Rate: \$1.00	
Reference Table		0-2 MWH	>2-4 MWH	>4-6 MWH		
0-2 HOURS		100%	50%	25%		
2-4 HOURS		100%	50%	25%		
4-6 HOURS		50%	25%	12.50%		
		0-2 MWH	>2-4 MWH	>4-6 MWH		
Existing Onsite Equipment Offset		-	-	-		
0-2 HOURS		1,260,000	-	-		
2-4 HOURS		740,000	520,000	-		
4-6 HOURS		-	496,000	-		
Base Equipment Incentive						\$2,384,000.00
CA Manufacturer Adder						
Max Equipment Incentive					a)	\$2,384,000.00
Other Incentives		Total Dollars			Impact on SGIP Incentive	
Other IOU Incentive		0			b)	\$0.00
Other Non-IOU Incentive		0			c)	\$0.00
Non-Ratepayer Incentive		0				
Investment Tax Credit (0%)		0				
Adjusted Equipment Incentive					a+b+c = d)	\$2,384,000.00
Total Other Incentives		e)	0			
SGIP Incentive Adjustments		Equipment Incentive	Total Other Incentives <=	Incentive Cap(s)	Incentive Adjustment	
		+				
Project Incentive Cap (Equipment)		f)	\$2,384,000.00	\$5,000,000.00	*g)	0
Eligible Cost Cap (All Incentives)		f+g=h)	\$2,384,000.00	\$2,399,012.00	**i)	0
Equipment Incentive					***j)	\$2,384,000.00
Calculated SGIP Incentive						\$2,384,000.00

* g = 0 if f <= \$5M, otherwise g = \$5M - f
** i = 0 if h + e <= Total Eligible Cost, otherwise i = Total Eligible cost - (h + e)
*** j = h + i

The incentive adjustments shown above are based on the Total Eligible Project Cost, the Maximum Incentive Cap, and the Minimum Customer Investment. See the SGIP Handbook for more information on incentive limitations.

Calculated Incentive: \$2,384,000.00

If changes have been made to your project since it was originally submitted, the calculated incentive amount above may differ from the requested incentive amount. The final incentive amount is subject to Program Administrator approval.

Projected PBI Calculation	
Expected Total Production:	313,664 kWh
Total Incentive:	\$2,384,000.00
Initial Payment:	\$1,192,000.00
Performance Based Incentive:	\$1,192,000.00
PBI Rate (\$/kWh):	\$0.7600490

Residential Energy Storage Eligibility Affidavit

Requirements of Host Customers and System Owners

- The energy storage system owner and/or Host Customer have the tools to control the usage of the energy storage system when operating in parallel with the grid.
- Provide performance data to the Program upon request (emailed, zipped file of 15 minute interval data) for a period of five (5) years.
- Pass the energy storage Field Verification Inspection.
- Host Customer and/or System Owner are required to discharge the energy storage system a minimum of 52 full discharges per year. A "full discharge" is the equivalent of discharging the SGIP-incentivized energy capacity, whether it is during a single or multiple discharges.
- Fulfill either of the two following conditions:
 - Option A: the Host Customer is on a TOU tariff, dynamic tariff (e.g. PG&E's SmartRate or SDG&E's Reduce Your Use), or agrees to integrate load through the California Independent System Operator's Proxy Demand Response, or equivalent tariff, prior to receiving the SGIP incentive and for five (5) years thereafter. Note that in the event that the Host Customer changes to a non-TOU tariff or is no longer enrolled in a demand reduction program, the energy storage System Owner is required to notify the Program Administrator within 30 days of change, and will be subject to Option B for the required five year period.
 - Option B: the Host Customer and/or System Owner agrees, for a minimum period of five (5) years, to discharge the energy storage system in an amount equivalent to 52 complete cycles per year of the incentivized energy capacity, which is defined as two hours of discharge at the SGIP incentivized power capacity rating, with discharges occurring during peak hours or peak day events (such as those called by PG&E's SmartRate program or SDG&E's Reduce Your Use), of the applicable IOU service territory.

Declarations by Host Customer and System Owner

By Execution of this document, System Owner and Host Customer each certify that the Project meets all program eligibility requirements and that the System Owner and Host Customer agree to abide by the rules and requirements set forth in the SGIP Handbook and SGIP Contract. The undersigned declare under penalty of perjury under the laws of the State of California that 1) The information provided is true and correct, and 2) the above-described generating system is new and intended to offset part or all of the Host Customer's electrical requirements at the site of installation. For residential energy storage projects, the Host Customer and System Owner certify that they have read and agreed to the terms of the Residential Energy Storage Eligibility Affidavit.

The Host Customer and System Owner are committed to completing this project, and by signing below, are starting their intent to contract with individual(s) necessary for completion of the project. The Host Customer is the reservation holder and reserves the right to submit new project specifications, including a new application with alternative System Owner and/or Applicant designations, upon withdrawal from the project and cancellation of this Agreement.

Host Customer Signature

Print Name: Paul Newmaker

Signature:

Title:

Date:

System Owner (if not Host Customer)

Print Name:


Signature:

Title:

Date:

Applicant (if not Host Customer)

Print Name: Mike Snyder

Signature: 

Title: Director of Engineering

Date: 8/6/2020

Developer

Print Name: Jonathan Gubler

Signature: 

Title: Supervisor,
Interconnection
and Incentives

Date: 8/6/2020



Contract Administrator
Scotia Community Services District
400 Church Street
Scotia, CA 95565

Re: *Communications equipment for Tesla energy storage system*

To Whom It May Concern:

Tesla, Inc. ("**Tesla**") and the Scotia Community Services District ("**District**") are contemplating entering into an "Energy Products Purchase Agreement" ("**Purchase Agreement**"), whereby the District will purchase a Powerpack battery energy storage system ("**BESS**") from Tesla, for installation at a pump station identified by parcel number in the Purchase Agreement. Relatedly, the Parties will enter into an "Operation and Maintenance Agreement" ("**Maintenance Agreement**", and together with the Purchase Agreement, the "**Agreements**"), for the BESS. The Agreements are on a Tesla standard forms which are not intended to be modified.

Section 10(a) of the Purchase Agreement states:

10. Remote Monitoring and Firmware Upgrades.

(a) Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. This monitoring requires a high speed internet line, which Buyer must provide at Buyer's cost. If Buyer does not maintain this internet connection, Tesla cannot monitor the Products. Tesla is not responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

Section 8(a) of the Maintenance Agreement contains substantially similar language.

Notwithstanding the language in the Agreement, Tesla has determined that pump station is adequately served by cellular coverage, and Tesla can adequately monitor the BESS using such coverage. Accordingly, the Parties agree that notwithstanding the contrary language of the Agreement, the District shall not be required to provide internet service to the BESS. In light of the foregoing, the District's failure to provide internet connectivity for the BESS shall not be a breach of the Maintenance Agreement notwithstanding Section 11(b) thereof.

Except as expressly set forth in this letter agreement, the Agreements are unmodified by this letter agreement. If the foregoing is agreeable, please indicate by your countersignature below.

Sincerely,

Name: _____

Title: _____

Acknowledged and Agreed:

Name: _____



Tesla, Inc.
3500 Deer Creek Road, Palo Alto, CA 94304
p +650 681 5100 f +650 681 5101

Title: _____

Scotia Community Services District Staff Report

DATE: August 20, 2020
TO: Scotia Community Services District Board of Directors
FROM: Leslie Marshall, General Manager
SUBJECT: Discuss the Billing and Classification for Eel River Brewing Co. at 600k Bridge St. Scotia. Ca.

RECOMMENDATION:

Administrative Staff received a request from Ted Vivatson of Eel River Brewery to have an agenda item on this meeting. The Administrative staff recommends that the Board receive a presentation by Eel River Brewery and discuss the billing and classification for Eel River Brewing Co. at 600k Bridge St. Scotia. Ca.

ACTION:

Consider authorizing the General Manager to continue discussions with Eel River Brewery regarding rates.

DISCUSSION:

Administrative Staff received a request from Ted Vivatson of Eel River Brewery to have an agenda item on this meeting regarding the billing and classification for Eel River Brewing Co.

Staff has attached the most recent communication with Eel River Brewery regarding their rates and the manner in which testing will need to be done to re-assess their rates for BOD and TSS, exclusively. Language within the adopted Wastewater Ordinance is cited within the letter, as well as additional explanation referencing previous discussion and e-mail.

FISCAL IMPACT:

Potential reduction in BOD and TSS rates billed to Eel River Brewery.

ATTACHMENTS:

Letter from Staff to Eel River Brewery
E-mail from June Board Meeting Public Comment from Ted Vivatson.



July 10, 2020

Ted and Matt,

The intent of this document is to clarify the comments/concerns expressed by both you and/or Matt regarding the Eel Brewing Company (ERB) billing costs for BOD and TSS wastewater discharge into the Scotia CSD (District) wastewater infrastructure. District Staff understands there may have been perceived miscommunication or misunderstanding, in previous communications or meetings, specific to ERB wastewater discharge cost discussions.

Regarding wastewater sampling frequency and methodology, the District's Ordinance No. 2020-3 Wastewater Service (ORD. 2020-3), authorizes the District General Manager to set the type of samples required to be tested, sampling methodology, sampling frequency and the maximum allowable daily discharge limit for various pollutants including BOD and TSS. The District's ORD. 2020-3 was developed utilizing example ordinances from districts and municipalities that have breweries within their jurisdiction.

Late last year Staff met with ERB to discuss the potential to *consider* adjusting ERB's BOD and TSS discharge rates, based on actual discharge sampling results for BOD and TSS. Staff determined that six (6) monthly grab samples, for both BOD and TSS, would be required to determine if the samples were consistent and within the maximum allowable daily discharge limits set in the ORD. 2020-3. Based on ERB's five (5) submitted BOD grab sample test results, and one sample taken by SHN for the purposes of the Local Limits Study, Staff has determined that the ERB grab sample test results for BOD are *neither consistent nor within the maximum allowable daily discharge limits set in ORDINANCE 2020-3*. The ERB's five (5) submitted TSS grab sample test results are within the maximum allowable daily discharge limits.

Staff has determined that any potential future consideration for adjusting the ERB monthly sewer service charge will require ERB to have random weekly BOD and TSS samples collected by District Staff (utilizing the District's composite sampler) for a minimum of three (3) to a maximum of six (6) months, depending on the sample test results. Any future adjustment will only be for the *BOD and TSS strength rate, as previously discussed*.

As previously mentioned, Staff has received a Wastewater Treatment Facilities Local Limits Study (STUDY), completed by SHN. The Study includes grab sample test results for various pollutants (including BOD and TSS) from ten (10) commercial/industrial wastewater dischargers (including ERB) located in the District. The Study will be used by Staff to develop a Commercial/Industrial Wastewater Discharge Ordinance (to serve as a pre-treatment program), that will be reviewed by the State Water Resources Control Board (SWRCB) and District Legal Counsel, prior to presentation to the District Board of Directors and review by the public. This ordinance, after adoption, will be used to determine the type of samples required to be tested (including sample methodology, sampling frequency and maximum allowable daily discharge limits) for all ten (10) of the commercial/industrial wastewater dischargers located in the District.



Lastly, this letter is being sent to you in advance of being placed in the Board packet, as an attachment to your requested agenda item for the next Board Meeting. Please contact me if you have any questions or need additional information.

Sincerely,

Leslie Marshall

Leslie Marshall, General Manager
Scotia Community Services District