June Lake Public Utility District P O Box 99 June Lake, CA 93529 Office 760-648-7778 Fax 760-648-6801

THERE WILL BE A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JUNE LAKE PUBLIC UTILITY DISTRICT ON WEDNESDAY SEPTEMBER 8, 2021, AT 5:30 PM AT 2380 HWY 158, JUNE LAKE, CA. AND 605 NORTH 3RD STREET, PLAINVIEW, NE. FOR THE FOLLOWING AGENDA:

OPEN MEETING

Pledge of Allegiance

ADDITIONS TO AGENDA

[Government Code Section 54954.2(b)(2)] Additions to the agenda may be considered when two-thirds of the board members present determine a need for immediate action, and the need to act came to the attention of JLPUD after the agenda was posted; this exception requires a degree of urgency. If fewer than two-thirds of the board members are present, all must affirm the action to add an item to the agenda. The Board shall call for public comment prior to voting to add any item to the agenda after posting.

PUBLIC COMMENT

Speakers should give their name, affiliation if any and the subject they wish to comment on. Comments are limited to three (3) minutes. Discussions will <u>not</u> occur at this time. Topics should be of interest to the District. Any person may address the Board at this time upon any subject within the jurisdiction of the JLPUD; however, any matter that requires action will be referred to Staff for report and action at a subsequent Board meeting.

CONSENT CALENDAR

ESCB - Check Register – for August 2021 ESCB – Checking Balance – September 3, 2021 A/R Past Due – \$ 4,816.51 LAIF – August 2021 / Cantella Statements – July 2021 Income Statement Water/Sewer – for August 2021 ESCB Credit Card Statement –July 2021

APPROVAL OF MINUTES

Approval of minutes from the Regular Meeting of August 18, 2021

OLD BUSINESS

1. Discuss / Approve MOU Labor Negation Contract.

NEW BUSINESS

1. Discuss / Approve Operations Agreement for the Delivery of Non-potable Water with June Mountain Ski Area (JMSA) and Future Water Projects with JMSA.

DIRECTOR'S/COMMITTEE MEMBER REPORT

1. Grant Funding Projects

O&M SUPERINTENDENT'S REPORT

MANAGER'S REPORT

EXECUTIVE (Closed) SESSION

- 1. PUBLIC EMPLOYMENT Pursuant to Government Code Section 54957 Position: General Manager
- 2. PUBLIC EMPLOYMENT Pursuant to Government Code Section 54957 Position: Superintendent
- 3. PUBLIC EMPLOYEE DISMISSAL/RELEASE/REASSIGNMENT/RESIGNATION Pursuant to Government Code Section 54957 Position: Staffing / Investigation

ADJOURNMENT

Note: at any time during a regular session, the Board may adjourn to a closed session to consider litigation, personnel matters, or to discuss with legal counsel matters within the attorney-client privilege. Authority: Government Code Section 11126(a)(d)(q). In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 648-7778. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 13, 102-35, 104 ADA Title II) Any public record, relating to an open session agenda item that is distributed within 72 hours prior to the meeting is available for public inspection at the District's office, 2380 Hwy 158, June Lake, CA 93529.

9/03/2021

CONSENT CALENDAR

ESCB – CHECK REGISTER – AUGUST 2021

ESCB - CHECKING ACCOUNT BALANCE 9/3/2021 - \$124,790.61

A/R PAST DUE JULY 2021 - \$ 4,816.51

LOCAL AGENCY INVESTMENT FUND SUMMARY-AUGUST 2021

CANTELLA SUMMARY/TRADE CONFIRM – JULY 2021

INCOME STATEMENT- WATER/SEWER FOR – AUGUST 2021

ESCB VISA CARD STATEMENT – JULY 2021

JUNE LAKE PUBLIC UTILITY DISTRICT

Claims and/or Payroll Checks List

for Accounting 8/2021

Check # Type -99880 E 2082 SC	<pre>Vendor/Employee/Pavee Number CALPERS-Unfunded GENERAL STORE - tools& supplies JUNE LAKE FIRE PROTECTION DISTRICt - rent BEST, BEST & KRIEGER -professional services HIGH COUNTRY LUMBER -supplies CLABS- lab services IT MEDIC -computer support WESTERN NEVADA SUPPLY -supplies SOUTHERN CALIFORITA EDISON - utilities MCMASTER CARR -supplies Employee glasses PAUL STIGLICH-Grade II WW Test expenses AMERIGAS - utilities CHANNEL UNION 76 -fuel VISA-JULY charges FRONTIER COMMUNICATIONS -utilities HAAKER EQUIPMENT CO -Vactor truck repairs NAPA OF BISHOP- auto parts Employee glasses USA BLUE BOOK- supplies HAAKER EQUIPMENT CO -vactor rental 7/6-8/5/21 HIGH COUNTRY LUMBER -ime MAMMOTH COMM. WATER DISTRICT -samples MCMASTER CARR -supplies THE SHEET -add posting SDRA -Workers Comp. reconciliation USA BLUE BOOK - supplies THE SHEET -add posting SDRA -Workers Comp. reconciliation USA BLUE BOOK - supplies THE SHEET -add posting SDRA -Workers Comp. reconciliation USA BLUE BOOK - supplies THE SHEET -add posting SDRA -Workers Comp. reconciliation USA BLUE BOOK - supplies THE SHEET -add posting SDRA -Workers Comp. reconciliation USA BLUE BOOK - supplies THE SHEET -add posting SDRA -Workers Comp. reconciliation USA BLUE BOOK - supplies KEN BLAISDELL -WW II application ELDRIDGE ELECTRIC & SON -replace breaker at Oh Ridge FERGUSON WATER WORKS #1423 - water meters GRAINGER -supplies MCMASTER CARR -supplies DORTER & O'DELL ACCOUNTING & CONSaccounting services STANDARD INSURANCE -insurance USA BLUE BOOK -supplies Board paycheck Employee pa</pre>	Check Amount 9238.58 72.82	Period 8/21 8/21	Date Issue Notes 08/30/21 08/06/21
2083 SC	JUNE LAKE FIRE PROTECTION DISTRICt - rent	443.00	8/21	08/06/21
2084 SC	BEST, BEST & KRIEGER -professional services	3194.52	8/21	08/06/21
2085 SC	HIGH COUNTRY LUMBER -supplies	315.65	8/21	08/06/21
2086 SC	BC LABS- lab services	270 00	8/21	08/06/21
2087 SC	IT MEDIC -computer support	368.75	8/21	08/06/21
2088 SC	WESTERN NEVADA SUPPLY -supplies	371.24	8/21	08/06/21
2089 SC	SOUTHERN CALIFORNIA EDISON - utilities	7649.53	8/21	08/06/21
2090 SC	MCMASTER CARR -supplies	259.23	8/21	08/06/21
2091 SC	Employee glasses	506.58	8/21	08/06/21
2092 SC	PAUL STIGLICH-Grade II WW Test expenses	549.10	8/21	08/06/21
2096 SC	AMERIGAS - utilities	24.85	8/21	08/12/21
2097 SC	CHANNEL UNION 76 -fuel	2172.95	8/21	08/12/21
2098 SC	VISA-July charges	2309.70	8/21	08/12/21
2099 SC	FRONTIER COMMUNICATIONS -utilities	912.75	8/21	08/12/21
2100 SC	HAAKER EQUIPMENT CO -Vactor truck repairs	645.86	8/21	08/12/21
2101 SC	NAPA OF BISHOP- auto parts	15.33	8/21	08/12/21
2102 SC	Employee glasses	200.00	8/21	08/12/21
2103 SC	USA BLUE BOOK- supplies	166.19	8/21	08/12/21
2104 SC	WAGNER & BONSIGNORE -report	35.00	8/21	08/12/21
2108 SC	BISHOP WELDING SUPPLY -supplies	50.00	8/21	08/20/21
2109 SC	HAAKER EQUIPMENT CO -vactor rental 7/6-8/5/21	14606.25	8/21	08/20/21
2110 SC	HIGH COUNTRY LUMBER -lime	420.87	8/21	08/20/21
2111 SC	MAMMOTH COMM. WATER DISTRICT -samples	417.16	8/21	08/20/21
2112 SC	MCMASTER CARR -supplies	87 26	8/21	08/20/21
2113 SC	THE SHEET -add posting	180.00	8/21	08/20/21
2114 SC	SDRMA -Workers Comp. reconciliation	3035.05	8/21	08/20/21
2115 SC	USA BLUE BOOK -supplies	410.36	8/21	08/20/21
2116 SC	KEN BLAISDELL -WW II application	125.00	8/21	08/26/21
2117 SC	ELDRIDGE ELECTRIC & SON -replace breaker at Oh Ridge	2149.88	8/21	08/26/21
2118 SC	FERGUSON WATER WORKS #1423 - water meters	5549.62	8/21	08/26/21
2119 SC	GRAINGER -supplies	591.88	8/21	08/26/21
2120 SC	MCMASTER CARR -supplies	166.67	8/21	08/26/21
2121 SC	PORTER & O'DELL ACCOUNTING & CONSaccounting services	8443.40	8/21	08/26/21
2122 SC	STANDARD INSURANCE -insurance	309.32	8/21	08/26/21
2123 SC	USA BLUE BOOK -supplies	588.65	8/21	08/26/21
2077 P	Board paycheck	45.67	8/21 8/21	08/05/21
2070 F	Emproyee payoneck	1919.59	0/21	08/05/21
2079 P 2080 P	CALTEORNIA STATE DISBURS	45.67	8/21 8/21	08/05/21 08/05/21
2081 P	HEALTH SDRMA	7702 34	8/21	08/05/21
2093 P	Employee paycheck	1917.64	8/21	08/10/21
2094 P	Employee paycheck	5478.29	8/21	08/10/21
2095 P		2425 00	0/01	
2105 P	Employee paycheck Employee paycheck	3425.98	8/21	08/10/21 08/19/21
2105 P	Emproyee payoneck	1892.87	8/21	
2106 P	CALIFORNIA STATE DISBURS	184.61	8/21	08/19/21
2107 P	LOCAL 12 IUOE, LOCAL 12	132.00	8/21	08/19/21
2124 SC	621 SURFACE PUMPS, INC	7170.13	8/21	08/26/21
-89673 P	Employee paycheck	1606.00	8/21	08/05/21
-89672 P	Employee paycheck	2169.77	8/21	08/05/21

-89671 P					
	Employee paycheck	992.30	8/21	08/05/21	
-89670 P	Employee paycheck	1403.01	8/21	08/05/21	
-89669 P	Employee paycheck	2461.87	8/21	08/05/21	
-89668 P	Employee paycheck	2660.51	8/21	08/05/21	
-89667 C	CALPERS-MISC CALPERS	0.00	8/21	08/05/21	08/09/21 - employer rate change
-89666 C	FIT EFTPS	0.00	8/21	08/05/21	08/05/21 - posted in error
-89665 P	CA SDI STATE OF CALIFORNIA EDD	2111.40	8/21	08/05/21	
-89664 P	Employee deduction	784.61	8/21	08/05/21	
-89663 V	Check not processed in this period	0.00	1	1 1	CalPers adjustment
-89662 P	FIT EFTPS	2976.03	8/21	08/05/21	
-89661 V -89660 V	Check not processed in this period	0.00	1	/ /	89639-89661-CalPERS adjustment:
-89659 V	Check not processed in this period Check not processed in this period	0.00	1	1 1	
-89658 V	Check not processed in this period Check not processed in this period	0.00	1	1 1	
-89657 V	Check not processed in this period	0.00	1	1, 1,	
-89656 V	Check not processed in this period	0.00	1	1 1	
-89655 V	Check not processed in this period	0.00	/		
-89654 V	Check not processed in this period	0.00	1		
-89653 V	Check not processed in this period	0.00	1		
-89652 V	Check not processed in this period	0.00	1	1 1	
-89651 V	Check not processed in this period	0.00	1	1 1	
-89650 V	Check not processed in this period	0.00	1	1 1	
-89649 V	Check not processed in this period	0.00	1	1 1	
-89648 V	Check not processed in this period	0.00	1	1 1	
-89647 V	Check not processed in this period	0.00	/	/ /	
-89646 V	Check not processed in this period	0.00	/	/ /	
-89645 P	Juli A Baldwin	0.00	8/21	08/05/21	
-89644 P -89643 P	Kenneth J Blaisdell	0.00	8/21	08/05/21	
-89642 P	Heather K Morgan Richard A Orloff	0.00	8/21	08/05/21	
-89641 P	Jacob J Pascetti	0.00	8/21 8/21	08/05/21	
-89640 P	Jon A Simmons	0.00	8/21	08/05/21 08/05/21	
-89639 P	Employee paycheck	0.00	8/21	08/05/21	
-89638 P	CALPERS-MISC CALPERS				
-89637 P		3308.68	8/21	08/05/21	
	Employee paycheck	1606.00	8/21	08/19/21	
-89636 P	Employee paycheck	2090.91	8/21	08/19/21	
-89635 P	Employee paycheck	908.72	8/21	08/19/21	
-89634 P	Employee paycheck	1360.29	8/21	08/19/21	
-89633 P	Employee paycheck	2564.26	8/21	08/19/21	
-89632 P	PERS PAYBACK JUNE LAKE PUD	70.00	8/21	08/16/21	
-89631 P	Employee deduction	784.61	8/21	08/19/21	
-89630 P	FIT EFTPS	5780.87	8/21	08/20/21	
-89629 P	Heather K Morgan	0.00	8/21	08/19/21	89626-89629 CalPER-PEPRA adjust
-89628 P	Richard A Orloff	0.00	8/21	08/19/21	COULD COULD CATTER TELIAR AUJUST
-89627 P	Jacob J Pascetti	0.00	8/21	08/19/21	
-89626 P	Paul E Stiglich	0.00	8/21	08/19/21	
-89625 P	CALPERS-MISC CALPERS		8/21		
07023 r	CUTIENO UTOC CATERO	3143.21	0/ZI	08/23/21	
	TOTAL	135735.45			

California State Treasurer **Fiona Ma, CPA**



Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 September 03, 2021

LAIF Home PMIA Average Monthly Yields

JUNE LAKE PUBLIC UTILITY DISTRICT

SECRETARY P.O. BOX 99 JUNE LAKE, CA 93529

Tran Type Definitions

Account Number: 85-26-001

August 2021 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	2,527,457.07
Total Withdrawal:	0.00	Ending Balance:	2,527,457.07

Statement for the Period July 1, 2021 to July 31, 2021

JUNE LAKE PUBLIC UTILITY DISTRICT - Corporation Account Number: A7T-574244



Account Overview

CHANGE IN ACCOUNT VALUE	Current Period	Year-to-Date
BEGINNING VALUE	\$837,253,21	\$955,130.68
Additions and Withdrawals	\$0.00	(\$118,304.12)
Income	\$0.03	\$10,826.53
Taxes, Fees and Expenses	\$0.00	\$0.00
Change in Value	(\$1,787.00)	(\$12,186.85)
ENDING VALUE (AS OF 07/31/21)	\$835,466.24	\$835,466.24
Total Accrued Interest	\$5,376.57	
Ending Value with Accrued Interest	\$840,842.81	

Refer to Miscellaneous Footnotes for more information on Change in Value.

INCOME	Antonia malaon ninamana manaka ni muta	an in the construction of the selection of the
TAXABLE	Current Period	Year-to-Date
Taxable Dividends	\$0.03	\$0.65
Taxable Interest	\$0.00	\$10,825.88
TOTAL TAXABLE	\$0.03	\$10,826.53
TOTAL INCOME	\$0.03	\$10,826.53

Taxable income is determined based on information available to NFS at the time the statement was prepared, and is subject to change. Final information on taxation of interest and dividends is available on Form 1099-Div, which is mailed in February of the subsequent year.

MESSAGES AND ALERTS

Beginning with your July 2021 statement, client investment amount will be shown in the holdings section of your statement for specific assets if available. A sub-category total and an overall total in the Holdings Section will be reported. Client Investment is reflective of the dollar amount only from share purchases, transfers and conversions with customer or third party provided basis. Please note client investment does not represent the cost basis that is reported on IRS Form 1099-B.







CDs 99.6%

CDs TOTAL	99.6 100.0 %	\$833,799.85 \$837,253.21	\$832,012.85 \$835,466.24
Money Markets	0.4 %	\$3,453.36	\$3,453.39
	Percent	Prior Period	Current Period

Account Allocation shows the percentage that each asset class represents of your total account value. Account Allocation for equities, fixed income, and other categories may include mutual funds and may be net of short positions. NFS has made assumptions concerning how certain mutual funds are allocated. Closed-end mutual funds and Exchange Traded Products (ETPs) listed on an exchange may be included in the equity allocation. The chart may not reflect your actual portfolio allocation. Consult your broker/dealer prior to making investment decisions.

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10 SEWER

			Current Ye	Par		
Account Obje	ct Description	Current Month	Current YTD	Budget	Variance	8
Revenue						
	T&A Cur Secured			323,535.00	-323,535.00	
	T&A Cur Unsecured Unitary Tax			27,062.00 5,819.00	-27,062.00	
	T&A Interest			5,819.00	-5,819.00 -690.00	
	User Service Charge	48,881.93	97,726.99	504,657.00	-406,930.01	19
	Delinquent User Chgs	459.70	1,057.51	5,332.00	-4,274.49	20
	Other Serv Chgs Cell Tower Lease SBA	3,736.13	6,818.24	6,895.00	-76.76	99
	Local Bene #2	1,100.00	2,200.00	13,200.00 2,830.00	-11,000.00 -2,830.00	17
	Inspection Fees			171.00	-171.00	
	Connection Fees			13,890.00	-13,890.00	
	Tapping Fee			687.00	-687.00	
	Other Oper Revenues			50.00	-50.00	
4800	NON OPERATING REVENUE			344.00	-344.00	12
						± 2
	Total Reven	ue 54,177.76	107,802.74	905,162.00	-797,359.26	12
Expenses						
5310	Sewer Collection					
110	Salaries	5,632.95	11,650.23	85,207.00	73,556.77	14
	Supplies	1,222.35	6,924.88	7,079.00	154.12	98
	Contractual Services	16,695.12	16,695.12	43,800.00	27,104.88	38
320	Utilities Total Account	23,550.42	1,664.90 36,935.13	21,814.00 157,900.00	20,149.10 120,964.87	8 23
		20,000.42	50,555.15	137,900.00	120,304.07	23
5330	Sewer Treatment Salaries	4 577 50	0 462 22	EE 001 00	46 417 70	1 7
	Supplies	4,577.50 1,5 7 9.10	9,463.22 2,832.21	55,881.00 11,404.00	46,417.78 8,571.79	17 25
	Contractual Services	25.00	408.01	1,000.00	591.99	41
320	Utilities	3,772.42	6,412.25	39,742.00	33,329.75	16
	Total Account	9,954.02	19,115.69	108,027.00	88,911.31	18
5340	Mosquito					
110	Salaries Total Account	131.92 131.92	131.92 131.92		-131.92 -131.92	
		131.72	131.72		131.32	
6100	Administrative and General	10 140 50	00 610 00	100 000 00	70 417 60	0.1
	Salaries Directors Fees	13,142.69 50.00	20,618.38 725.00	100,036.00 3,600.00	79,417.62 2,875.00	21 20
	Vac/Hol/SL	2,544.08	6,950.02	34,875.00	27,924.98	20
	Travel, Meetings & Mileage	1,249.10	1,725.62	2,000.00	274.38	86
120	PERS Emplr Contribution	-473.83	1,899.71	32,112.00	30,212.29	6
	CalPers Unfunded Liability		4,619.29	52,800.00	48,180.71	9
130	Health Insurance	3,657.04	7,167.76	42,605.00	35,437.24	17

10 SEWER

			Current Ye	ar		
ccount Objec	t Description	Current Month	Current YTD	Budget	Variance	Ŷ
131	Dental/Vision Insurance	353.29	353.29	1,500.00	1,146.71	2.4
132	LTD & Life Ins	154.66	492.66	3,000.00	2,507.34	16
140	State Compensation	1,517.53	8,656.21	9,500.00	843.79	91
150	Employer Social Security	3.10	34.10	1,140.00	1,105.90	3
151	Employer Medicare	396.90	750.81	4,500.00	3,749.19	17
220	Gas, Oil & Fuel	1,086.48	2,017.70	9,064.00	7,046.30	22
225	Maintenance, Vehicle & Contractual	653.53	740.95	4,600.00	3,859.05	16
230	Office Utilities			180.00	180.00	
240	Office Expenses	4,466.07	4,682.55	3,370.00	-1,312.55	139
250	Communication	634.81	1,269.81	7,144.00	5,874.19	18
260	USFS Maintenance	9,320.01	9,320.01		-9,320.01	
270	Sm Tools & Supplies	36.41	80.60	1,264.00	1,183.40	6
310	Contractual Services	504.86	1,674.67	1,200.00	-474.67	14
320	Utilities	63.49	126.98	1,124.00	997.02	1
330	Publication & Notices	90.00	90.00	100.00	10.00	9(
340	Dues, Subsc & Fees	125.00	405.00	37,684.00	37,279.00	
350	Professional Srvs	1,597.26	1,597.26	42,000.00	40,402.74	
360	Gen'l Insurance		12,778.64	12,530.00	-248.64	10:
380	Rents & Leases	150.00	300.00	1,800.00	1,500.00	1.
	Total Account	41,322.48	89,077.02	409,728.00	320,650.98	22
6310	USFS MAINT					
110	Salaries	1,260.44	2,348.04		-2,348.04	
	Total Account	1,260.44	2,348.04		-2,348.04	
	Total Expenses	76,219.28	147,607.80	675,655.00	528,047.20	22
	Net Income from Operations	-22,041.52	-39,805.06			
	Net Income	-22,041.52	-39,805.06			

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		2		Current Ye	ar	************	
account Obje	ect Description		Current Month	Current YTD	Budget	Variance	8
Revenue							
4110) T&A Cur Secured				323,536.00	-323,536.00	
4120) T&A Cur Unsecured				27,062.00	-27,062.00	
4130) Unitary Tax				5,818.00	-5,818.00	
	5 T&A Interest				689.00	-689.00	
) User Service Charge		53,500.46	107,592.22	514,810.00	-407,217.78	
	5 Water Sales - Other				3,178.00	-3,178.00	
	2 Other Serv Chgs		461.88	7,163.76	6,160.00	1,003.76	1
) Interest From Investments) Inspection Fees				3.00	-3.00	
) Connection Fees				174.00 7,640.00	-174.00	
) Tapping Fee				1,385.00	-1,385.00	
) Fixture Costs				936.00	-936.00	
4800	NON OPERATING REVENUE				19.00	-19.00	
		Total Revenue	53,962.34	114,755.98	891,410.00	-776,654.02	1
Expenses 5330							
	Sewer Treatment) Contractual Services		25.00	25.00		-25.00	
J 1 (Total Account		25.00	25.00		-25.00	
			20.00	20.00		20.00	
5420	Pumping						
320) Utilities		1,159.35	3,973.89	13,880.00	9,906.11	
	Total Account		1,159.35	3,973.89	13,880.00	9,906.11	2
5430	Water Treatment						
) Salaries		8,623.99	14,898.67	80,469.00	65,570.33	
) Supplies		307.51	503.27	14,730.00	14,226.73	
) Contractual Services		803.78	2,099.27	2,000.00	-99.27	
321) Utilities Total Account		641.75 10,377.03	1,496.34 18,997.55	15,371.00 112,570.00	13,874.66 93,572.45	
	IOLAI ACCOUNT		10,377.03	10,997.55	112,570.00	93,572.45	
5440	Transmission and Distribution						
) Salaries		1,112.72	1,664.28	7,502.00	5,837.72	
) Supplies		269.04	6,595.23	4,305.00	-2,290.23	1.
310) Contractual Services			0 050 50	500.00	500.00	
	Total Account		1,381.76	8,259.51	12,307.00	4,047.49	1
5450	Meter			506 00	0.000.00	7 570 00	
210) Salaries) Supplies		5,549.62	506.08 5,549.62	8,086.00 10,000.00	7,579.92	-
210	Total Account		5,549.62 5,549.62	5,549.62 6,055.70	18,086.00	4,450.38 12,030.30	
	IOLAI ACCOUNT		5,545.62	0,000.70	10,000.00	12,030.30	3

6100 Administrative and General

20 WATER

			Current Ye	ar		
Account Objec	t Description	Current Month	Current YTD	Budget	Variance	윰
	Salaries	13,142.43	20,618.11	95,448.00	74,829.89	2:
111	Directors Fees	50.00	725.00	3,600.00	2,875.00	
	Vac/Hol/SL	882.77	1,554.31	34,875.00	33,320.69	
	Travel, Meetings & Mileage			2,000.00	2,000.00	
120	PERS Emplr Contribution	4,248.82	5,730.79	19,319.00	13,588.21	
121	CalPers Unfunded Liability		4,619.29	52,800.00	48,180.71	
130	Health Insurance	3,656.82	7,167.54	42,605.00	35,437.46	
131	Dental/Vision Insurance	353.29	353.29	1,500.00	1,146.71	
132	LTD & Life Ins	154.66	154.66	3,007.00	2,852.34	
140	State Compensation	1,517.52	8,656.20	9,500.00	843.80	
150	Employer Social Security	3.10	34.10	1.00	-33.10	
151	Employer Medicare	345.80	578.01	3,000.00	2,421.99	
210	Supplies			100.00	100.00	
220	Gas, Oil & Fuel	1,086.47	2,017.68	8,939.00	6,921.32	
225	Maintenance, Vehicle & Contractual	7.66	95.08	4,600.00	4,504.92	
230	Office Utilities			200.00	200.00	
240	Office Expenses	4,466.07	6,507.45	3,360.00	-3,147.45	
250	Communication	739.32	1,475.77	7,140.00	5,664.23	
270	Sm Tools & Supplies	36.41	80.59	1,260.00	1,179.41	
310	Contractual Services	504.85	1,674.66	1,200.00	-474.66	
320	Utilities	63.50	127.00	1,149.00	1,022.00	
330	Publication & Notices	90.00	90.00	100.00	10.00	
340	Dues, Subsc & Fees		315.00	26,006.00	25,691.00	
350	Professional Srvs	1,632.26	1,632.26	19,000.00	17,367.74	
360	Gen'l Insurance	·	12,778.63	14,532.00	1,753.37	
380	Rents & Leases	150.00	300.00	1,800.00	1,500.00	
	Total Account	33,131.75	77,285.42	357,041.00	279,755.58	
	Total Expenses	51,624.51	114,597.07	513,884.00	399,286.93	2
	Net Income from Operations	2,337.83	158.91			
	Net Income	2,337.83	158.91			

JUNE LAKE PUBLIC UTILITY Account Number: ####



GRewards

Bonus Points Available 37.337

Account Summary

Billing Cycle 08/01/2021 Days In Billing Cycle 31 **Previous Balance** \$3,339.46 Purchases \$2,309,70 + Cash ÷ \$0.00 **Balance Transfers** + \$0.00 Special + \$0.00 Credits \$0.00 Payments \$3,339.46-Other Charges + \$0.00 **Finance Charges** \$0.00 + \$2,309.70 **NEW BALANCE Credit Summary** Total Credit Line \$15,000.00 Available Credit Line \$12,690.30 Available Cash \$1,000.00 Amount Over Credit Line \$0.00 Amount Past Due \$0.00 **Disputed Amount** \$0.00

Account Inquiries



-	
NEW BALANCE	\$2,309.70
MINIMUM PAYMENT	\$2,309.70
PAYMENT DUE DATE	08/26/2021

NOTE: Grace period to avoid a finance charge on purchases, pay entire now balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Cardholder Account Summary

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
07/01	07/02	PBUS01		UPS* DA	\$5.80
07/01	07/02	PBUS01		USPS IIIINE LAKE CA	\$156.24
07/02	07/04	PBUS01		UPS*GA	\$25.37
07/06	07/07	PBUS01		VZWRLSS*APOCC VISB	\$391.38
07/07	07/08	PBUS01		CRB*CARBONITE BACKUP 8 MA	\$119.99
07/12	07/14	PBUS01		SONICWALL, INC.	\$736.50
07/18	07/18	PBUS01		MSFT * E0700FBRIR	\$44.00
07/19	07/19			PAYMENT - THANK YOU	\$3,339.46-
07/19	07/21	PBUS01		WQI	\$700.00
07/22	07/23	PBUS01		UPS* GA	\$16.83
07/22	07/23	PBUS01		UPS CALL AND	\$5.80
07/25	07/26	PBUS01		UPS*A GA	\$14.00
07/27	07/28	PBUS01		ZOOM US WWW.ZOOM.US CA	\$14.99
07/28	07/29	PBUS01		UPS 1ZR41ET4	\$43.02

FLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

TCM BANK NA Account Number PO BOX 31481 #### #### ##### TAMPA FL 33631-3481 Check box to indicate name/address change on back of this coupon AMOUNT OF PAYMENT ENCLOSED **Total Minimum Closing Date New Balance Payment Due Date Payment Due** 08/01/21 \$2,309.70 \$2,309.70 08/26/21 Ъ MAKE CHECK PAYABLE TO: JUNE LAKE PUBLIC UTILITY 5043 PO BOX 99 ԱԱՅՈւմ դիսի դերերին իրագենքի դերերին իրենքներու է է իրենքին հե JUNE LAKE CA 93529-0099 VISA PO BOX 6818

CAROL STREAM IL 60197-6818



JUNE LAKE PUBLIC UTILITY Account Number: #### #### 4604 Page 3 of 3

	Post Date Plan Na	the second se	Reference Num!	ber	Des	cription			Amount
07/28 07/28 07/28	07/29 PBUS 07/29 PBUS 07/29 PBUS	01		UPS ADO Adob	BE ACROPRO S	UBS 499	GA CAC COPOLCA		\$5.80 \$14.99 \$14.99
Rewards	Bonus Points	Informa	tion as of 0	7/30/2021					
Rewards	Beginning Balance		Points Earned		Points djusted		oints eemed		inding alance
	35,027		2,310	0		0		37,337	
Finance	Charge Sumn	nary / Pla	an Level Inf	ormation					-
Plan Name	Plan Description	FCM ¹	Average Daily Balance	Periodic Rate *	Corresponding APR	Finance Charges	Effective APR Fees **	Effective APR	Ending Balance
Purchase	S								Dalantoo
PBUS01 001	PURCHASE	G	\$0,00	1.83250%(M)	21.9900%(V)	\$0.00	\$0.00	0.0000%	\$2,309.70
Cash CBUS01 001	CASH	A	\$0.00	2.08250%(M)	24.9900%(V)	\$0.00	\$0.00	0.0000%	\$0.00
	te (M)=Monthly (D) ash advance and fo		icy fees					illing Cycle	: 31 nlage Rate
	nce Charge Method		•						and go mand

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS JUNE LAKE PUBLIC UTLITY DISTRICT

President Hallum called the regular meeting of August 18, 2021, of the Board of Directors of the June Lake Public Utility District (JLPUD)to order at 17:32 at 2380 Hwy 158, June Lake, CA.

Pledge of Allegiance

A. <u>ROLL CALL</u> Directors Present: Hallum, Miller, Minich, Walsh and Hun Directors absent: Staff Present: Superintendent Simmons & Secretary Baldwin

B. <u>PUBLIC COMMENT</u>

Julie Brown, Vice President of Operations for June Mountain Ski Area (JMSA), spoke about JMSA having snow making at the bottom of the Chair 1 and Canyon Trail and the agreement that was signed last year. She stated that the JMSA did not initiate the agreement this past ski season. JMSA took some time to evaluate the needs and how to get snow to these spots.

Juli Baldwin, from the June Lake Fire Dept read a statement and asked the Board to reconsider the Public Safety allotted time of 30 mins per call in the new MOU with the employee's Union. (copy included)

C. CONSENT CALENDAR

Board action: to accept Consent Calendar, with amendment. Motion by: Director Miller Seconded by: Director Minich Motion: passed unanimously Some discussion took place regarding a discrepancy between what the check register total expensed are and the income statement expense report. There is a \$2,108.86 difference.

Doug Smith commented on accounting issues that he experienced as a past board member.

Becky Buccowich commented on the turnover of GM's. With the turnovers, the board assigned some of the GM duties to staff to do and its outside of their job descriptions.

D. <u>APPROVAL OF MINUTES</u>

1. Board action: to approve Regular Minutes from July 7, 2021, Special Minutes from July 26, 2021 and Special Minutes from August 5, 2021.

Motion by: Director Miller Seconded by: Director Minich Motion: passed unanimously

E. OLD BUSINESS

Board action: to adopt Resolution 2021-02 Escalation Fees and Charges for Public Sewer Facilities, Resolution 2021-03 Escalation Fees and Charges for Connection to Public Water Facilities and Resolution 2021-04 Escalated Sewerage Facilities Charges and Superseding Res 2020-07 as written. Motion by: Director Miller Seconded by: Director Hunt Motion passed by the following: 3 yeas (Miller, Hunt & Minich), 2 abstains (Hallum & Walsh)

F. <u>NEW BUSINESS</u>

1. Board action: Discuss/Approve for housing for interim General Manager.

Motion by: Seconded by: Motion: This item was moved to Executive Session

2. Board action: Approve MOU Labor negation contract.

Motion by: Director Minich Seconded by: Director Miller Vote: Director Walsh – nay, Director Hunt-yeas, Director Hallum-yeas, Director Miller-nay and Director Minich-nay Motion: died due to lack of votes President Hallum will contact the Union to change the wording of Public Safety Employees.

G. DIRECTOR'S/COMMITTEE REPORT

Board action: Cantella signature forms. Director Minich stated she had already signed these forms. Secretary Baldwin will contact Cantella for further instructions. Motion by: Seconded by: Motion:

H. <u>O&M SUPERINTENDENT REPORT</u>

1. Backflow testing District wide.

- 2. Unclogged pump #2 and tighten nut on pump #1 at Oh Ridge #1.
- 3. Staff did a water tap and installed a meter pit and meter at 818 Palisades.

4. Installed a new CL17 chlorine analyzer at Snow Creek Water Plant, the old analyzer stopped working.

5. Cleaned the diversion, installed new Asco valve and rebuild the altitude valve at the Clark tank, rebuilt the Asco valve and Cla-Val in the plant and backwashed all four cells. After that, the Clark plant is running fine.

I. MANAGER REPORT

None

J. Close Open Session 18:46 (Minich, Miller)

Opened Executive Session at 18:52 (Minich, Miller)

K. Closed Executive Session at 19:54 (Minich, Miller) Opened Public Session at 19:55 (Minich, Miller)

L. <u>EXECUTIVE SESSION REPORT</u>:

- 1. Public Employment, Pursuant to Government Code Section 54954.5 was discussion only
- 2. Public Employee discipline/Dismissal/Release, Pursuant to Government Code Section 54954.5 was discussion only

President Hallum reports that during Executive (Closed) Session, the JLPUD Board of Directors voted to authorize an expenditure to conduct an internal investigation not to exceed \$20,000.

M. ADJOURNMENT

There being no further business, it was moved, seconded, and unanimously passed to adjourn at 19:56 (Minich, Miller).

Respectfully Submitted,

Juli Baldwin – Regular Minutes Heather Morgan – Executive Minutes Ex-Officio Secretary

OPERATIONS AGREEMENT FOR THE DELIVERY OF NONPOTABLE WATER

This Operations Agreement for the Delivery of Nonpotable Water (this "Agreement") is entered into by and between the June Lake Public Utility District, a California public utility district ("District"), and the Mammoth Mountain Ski Area, LLC, a California limited liability company ("MMSA") as of November 1, 2021 ("Effective Date"). The District and MMSA may each be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. MMSA is the owner and operator of the June Mountain Ski Area ("Resort").

B. MMSA has requested that District provide surplus nonpotable water to MMSA for the sole purpose of limited snow making on the lower slopes of the Resort through the District's Twin Creek Springs Diversion ("Diversion").

C. The District has available nonpotable water supplies and is willing to provide water to MMSA pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants as well as for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. TERM

The term of this Agreement shall begin on the Effective Date and shall expire on October 31, 2022. The Parties may renegotiate and extend the term of this Agreement or enter into a new agreement for future service.

2. OWNERSHIP OF WATER SYSTEM AND WATER RIGHTS

This Agreement is not intended to, and does not, transfer the District's ownership of the Diversion, any other District facilities, or any of the District's water rights. Notwithstanding any provision of this Agreement, the District is and shall remain the sole owner of the Diversion, its facilities and any additions or changes thereto, and is and shall remain the owner of the water rights relating to water served through the Diversion under this Agreement. MMSA expressly acknowledges and agrees that this Agreement does not transfer any facilities or establish any water rights in MMSA.

3. PAYMENT FOR WATER DELIVERY

During the term of this Agreement, the District shall deliver water to MMSA at the Resort pump house ("Delivery Point"). MMSA hereby agrees to compensate the District for the delivery of nonpotable water to the Delivery Point at one cent (\$00.01) per gallon. The District shall read the water meter in the pump house monthly and will bill MMSA quarterly; provided, however, that the first quarter shall begin on the Effective Date and the second quarter shall begin on January 1, 2022. The District will send an invoice to MMSA showing the final amount of water delivered during each such quarterly period and the total amount due. MMSA shall pay the District the amount of the invoice within thirty (30) days of receipt. If MMSA questions or disputes the amount of such invoice, the invoice amount shall first be paid, and such questions or disputes shall thereafter be resolved. If the fees or charges are not timely paid, the District reserves the

right to collect the fees and charges in any lawful manner, and the amount of the delinquent fees and charges shall earn interest at the rate of ten percent (10%) per annum or the maximum legal amount, whichever is less.

4. WATER DELIVERY

4.1. <u>Ownership of Delivered Water</u>. Upon delivery of nonpotable water to MMSA at the Delivery Point, such water is deemed to be MMSA's water for all purposes, including, but not limited to, the purposes set forth in Section 6.3.

4.2. <u>Maximum Delivery</u>. MMSA shall be limited to a maximum of two (2) million gallons of water during the term of this Agreement.

4.3. <u>Priority of District Service; Flow</u>. Under this Agreement, MMSA will only receive surplus water from the Diversion, as determined in the sole discretion of the District's General Manager. Notwithstanding any other provision of this Agreement, the District shall always maintain first call on the water at the Diversion. When water resources are available at the Diversion, MMSA will be allocated a maximum flow of 100 gallons per minute.

4.4. <u>Limited Purpose</u>. The Parties agree that the delivery of water under this Agreement is for the sole purpose described in the above Recitals. MMSA agrees that the water provided pursuant to this Agreement shall not be used for any other purposes, including, but not limited to, resale, construction, irrigation, or treatment or delivery as drinking water. The Parties further agree that District shall not have any obligation to provide other water to MMSA under this Agreement, and nothing in this Agreement is intended to, or shall, provide or constitute a right of MMSA in or to the facilities, water capacity, or water service owned or operated by the District.

4.5. <u>Coordination</u>. MMSA personnel will contact the District's General Manager each event prior to any snow making usage to confirm that there is enough water available at the Diversion above what the District needs to serve its regular customers.

4.6. <u>Certified Operator</u>. MMSA will maintain a California State certified Water Treatment or Water Distribution Operator as the person in charge of the operations of the pump house at the Delivery Point and associated raw water distribution system from the Diversion to the Delivery Point.

4.7. Operation Plan. MMSA will maintain a Standard Operation Plan ("SOP") mutually agreed on by MMSA and the District. The SOP may be modified during the term of this Agreement as deemed necessary by both Parties. District's General Manager shall have authority to adopt or amend the SOP without an action by the Board of Directors. The initial SOP is attached hereto and incorporated herein as <u>Exhibit A</u>.

4.8. Interruptions in Deliveries; Emergency Circumstances.

4.8.1. Delivery of water to MMSA under this Agreement may be interrupted or temporarily suspended by the District for the following reasons:

4.8.1.1. Water delivery interruptions in or to the Diversion or other District's facilities;

4.8.1.2. Repairs, rehabilitation, restoration, or alteration of District facilities upstream of the Delivery Point;

4.8.1.3. Disasters, emergencies, or other acts of God, including, but not limited to, emergency fire flow requirements or demands of the District's potable water system; and/or

4.8.1.4. The potable water demands of the District's potable water system require usage of water such that the District is unable to provide water under this Agreement.

4.8.2. Delivery of water to MMSA under this Agreement may also be permanently cancelled if any other state or local agency in any way reduces or restricts water use by the District.

4.8.3. Notwithstanding any other provision of this Agreement to the contrary, the District shall have no liability to MMSA for the District's inability to deliver or sell water to MMSA for the reasons stated in this section or for any other reason.

4.9. Damage to District Facilities. If the Diversion, Diversion distribution system, District's Snow Creek Water Treatment Plant, or any other District facilities are damaged or destroyed as a result of MMSA's acts or omissions (including the acts or omissions of any MMSA employees, agents, or contractors), MMSA shall be responsible for all costs associated with the reconstruction or repair of the affected District facilities and shall reimburse the same within thirty (30) calendar days following written demand from District. Such damage or destruction may include, without limitation, damage caused by water hammer or negative pressure from MMSA's pump house operations.

5. TERMINATION

The District may immediately terminate this Agreement with or without cause upon written notice to MMSA.

6. CONDITIONS AND COVENANTS

6.1. <u>Responsibility to Obtain Permits and Approvals.</u> MMSA shall be responsible, at its sole cost and expense, for obtaining any permits or approvals necessary for receiving water or performing its activities related to this Agreement. MMSA shall be responsible for all fees and costs related to any permits and approvals, including, but not limited to, any testing, monitoring, or reports. Further, MMSA shall be responsible for filing any reports or documentation related to required permits or approvals.

6.2. <u>Compliance with Applicable Law.</u> The Parties will comply with all applicable laws, rules, and regulations in the performance of this Agreement.

6.3. <u>No Liability Past Point of Connection.</u> The Parties expressly agree that all responsibility and liability for the transportation, delivery, and use of water delivered to MMSA at the Delivery Point shall, once past such point, lie solely with MMSA. This includes, but is not limited to, responsibility for maintaining all necessary permits for delivery of the water and operation of any facilities downstream of the Delivery Point.

6.4. Water Rate is Not a Property Related Fee. MMSA acknowledges and agrees as follows:

6.4.1. California Constitution, article XIII D, section 6 ("Article XIII D") establishes certain procedural and substantive requirements which apply when the District imposes a new or increased property-related fee or charge;

6.4.1.1. The procedural requirements include, among other things, that the District only impose the fee or charge after a noticed public hearing and protest proceeding;

6.4.1.2. The substantive requirements include, among other things, that the fee or charge not exceed the cost of providing the property related service, that revenues from the fee or charge only be used for providing such property related service and not for general governmental services, that the fee or charge be proportional to the cost of providing service to each parcel, and that the fee or charge may only be imposed for services immediately available to a property owner;

6.4.1.3. The procedural and substantive requirements are contained in Article XIII D, and the descriptions in this section are only meant to summarize certain aspects of these requirements; and

6.4.1.4. The above requirements only apply to property related fees and charges that are imposed by a local government.

6.4.2. MMSA has had a reasonable opportunity to thoroughly read and review Article XIII D and the terms and conditions of this Agreement.

6.4.3. In consideration of the District's willingness to deliver nonpotable water to MMSA pursuant to this Agreement, MMSA hereby acknowledges and agrees that this Agreement is voluntarily entered into for the benefit of MMSA and does not involve the imposition of any fee or charge subject to Article XIII D or any other provision of law governing the imposition of fees and charges. As such, MMSA knowingly understands and agrees that the nonpotable water rate set forth in this Agreement is not subject to the procedural or substantive requirements of Article XIII D, and hereby waives any claim as related to MMSA or the property comprising June Mountain Ski Area to the contrary. MMSA further acknowledges that MMSA may at any time cease receiving deliveries of nonpotable water under this Agreement.

7. INDEMNIFICATION.

MMSA shall indemnify, defend and hold the District and its officers, employees, contractors and agents (the "Indemnitees") harmless from and against any and all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") arising from or as a result of MMSA's failure to comply with any provision of this Agreement, or occasioned wholly or in part by any act or omission of MMSA or its respective officers, employees, contractors and agents arising out of or in connection with this Agreement, except that MMSA shall have no obligation for Claims caused by the sole negligence or willful misconduct of an Indemnitee. The obligations of this section shall survive the expiration or termination of this Agreement.

8. MISCELLANEOUS PROVISIONS

8.1. <u>Recitals</u>. The above Recitals are true and correct and fully incorporated in this Agreement.

8.2. <u>Scope of Agreement.</u> Nothing contained in this Agreement shall be construed as representing the establishment of any precedent or the formation of any policy by the District to deliver water or any other District service in the future on the terms and conditions contained herein or on any terms and conditions whatsoever.

8.3. <u>No Third-Party Beneficiaries.</u> This Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder. This Agreement does not create any third-party beneficiary rights.

8.4. <u>Binding Effect: Assignment.</u> All the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No assignment of this Agreement shall be made without the prior written consent of the parties to the Agreement, which consent may not be unreasonably withheld.

8.5. <u>Severability</u>. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person or circumstance, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

8.6. <u>Notice.</u>

8.6.1. Form of Notice. Any notice to any party shall be in writing and given by delivering the same to such party in person or by sending the same by first class U.S. mail or certified mail, return receipt requested, with postage prepaid to the party's mailing address. The respective mailing addresses of the parties thereto are, until changed as hereinafter provided, the following:

To the District:	June Lake PUD 2380 CA-158				
	June Lake, CA 93529				
	Attn: General Manager				
To MMSA:	Mammoth Mountain Ski Area, LLC				
	P.O. Box 24				
	Mammoth Lakes, CA 93546Attn: Ron Cohen, President &				
	C00				
	rcohen@mammothresorts.com				

With a copy to:

Alterra Mountain Company 3501 Wazee Street, Suite 400 Denver, CO 80216 Attn: Chief Legal Officer legal@alterramtnco.com

8.6.2. <u>Change of Address.</u> Any party may change its mailing address at any time by giving written notice of such change to the other parties in the manner provided herein at least ten days prior to the date such change is effective.

8.6.3. <u>Effective Date of Notice</u>. All notices under this Agreement shall be deemed given, received, made, or communicated on the date personal delivery is effected or, if mailed, on the delivery date or five (5) days after deposit, whichever is earlier.

8.7. <u>Entire Agreement.</u> This writing constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all oral or written representations or written agreements which may have been entered into between the Parties. This Agreement may be cancelled, changed, modified, or amended in whole or in part only by a written instrument executed by the Parties (or their respective successors and assigns).

8.8. <u>Governing Law; Venue</u>. This Agreement shall be governed by the laws of the State of California. Any legal action concerning or arising out of this Agreement shall be filed in a court of the State of California having jurisdiction of the subject matter, and venue shall be in the County of Mono, California.

8.9. <u>Section Headings.</u> All section headings and subheadings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

8.10. <u>Attorney Fees</u>. The prevailing party in any action or proceeding to enforce or interpret this Agreement or otherwise arising out of or in connection with the subject matter hereof shall be entitled to recover its costs and expenses, including, but not limited to, reasonable attorneys', experts', and consultants' fees and costs from the non-prevailing party.

8.11. <u>Non-Waiver</u>. No waiver by any Party of any default in performance on the part of another Party, or of any breach or series of breaches of the terms, covenants, or conditions of this Agreement, will constitute a waiver of any subsequent breach or a waiver of any term, covenant, or condition.

8.12. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which counterparts shall, for all purposes, be deemed an original and all which counterparts, when taken together, shall constitute one and the same instrument.

SIGNATURES ON THE FOLLOWING PAGE

The Parties have executed this Operations Agreement for the Delivery of Nonpotable Water on the date(s) set forth below.

DISTRICT

JUNE LAKE PUBLIC UTILITY DISTRICT, a California Public Utility District

Date: _____

By: _____

Name: Jerry Hallum Its: President of the Board of Directors

JUNE LAKE PUBLIC UTILITY DISTRICT, a California Public Utility District

Date: _____

Ву:_____

Name: Heather Morgan Its: Secretary/Clerk

MMSA

MAMMOTH MOUNTAIN SKI AREA, LLC, a California Limited Liability Company

Date: 8-15-21

By: Name: Ron Cohen Its: President and COO

EXHIBIT A STANDARD OPERATION PLAN

SYSTEM START-UP / SHUT-DOWN

- 1. Communicate with the June Lake PUD, referencing planned date and time of use.
- 2. Log current meter reading.
- 3. Water needs a place to go, confirm guns and hose are in place and ready to accept water.
- 4. All manual discharge valves are in the correct (open/close/ modulating) positions for desired operation.
- 5. Open manual valve on suction line, this will allow water to push through pump, bleed the air between pump and Cla-Val. (ready for pump start).
- 6. Start pump (against closed Cal-Val) Solenoid energized, valve will begin to open slowly gradually increasing line pressure.
- Shut down Solenoid is de-energized, valve will begin to slowly close (pump still running), when valve is closed limit switch drop out motor contactor (pump stop).
- 8. Close manual valve on suction line.
- 9. Communicate with PUD, referencing date, time of use.....
- 10. Log meter reading.
- 11. Drain exterior discharge lines and hoses.

State of California

DRINKING WATER STATE REVOLVING FUND

and

The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1)

and

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68)

INTENDED USE PLAN

STATE FISCAL YEAR 2021-22 (FEDERAL FISCAL YEAR 2021 CAPITALIZATION GRANT)

With REVISED

Supplemental INTENDED USE PLAN

(ADDITIONAL SUPPLEMENTAL APPROPRIATIONS FOR DISASTER RELIEF ACT, 2019 (ASADRA) CAPITALIZATION GRANT)

Division of Financial Assistance • 1001 I Street • Sacramento, CA 95814 Approved by: State Water Resources Control Board June 15, 2021 - Resolution No. 2021-0022

ES. EXECUTIVE SUMMARY

The Drinking Water State Revolving Fund (DWSRF) program finances infrastructure improvements to mitigate drinking water risks and support the human right to water. This Intended Use Plan (IUP) describes the State Water Resources Control Board's (State Water Board) plan for implementing the DWSRF and its complementary financing programs for State Fiscal Year (SFY) 2021-22.

This Executive Summary is intended to provide a condensed overview of highlights and notable changes for SFY 2021-22.

A. State Water Board Guidance

The DWSRF program and associated state funding sources will be used to provide financial assistance that (1) addresses the most serious human health risks to drinking water, (2) is necessary to comply with the federal Safe Drinking Water Act (SDWA), and (3) assists eligible drinking water systems most in need on a per household basis. To meet this goal, the State Water Board will use the DWSRF and complementary funds timely and expeditiously and manage the available funding responsibly.

The State Water Board's drinking water funding priorities in SFY 2021-22 continue to stress helping small severely disadvantaged communities (SDACs) and small disadvantaged communities (DACs) solve their drinking water problems. In particular, available Small Community Grant Drinking Water (SCG DW) funds, DWSRF Principal Forgiveness (PF) funds, and Drinking Water Small Community Emergency Grant (DWSCEG) funds will be used to address the most serious health risks for these communities. The DWSRF program will be managed so that sufficient funds are available to finance the eligible drinking water projects of small SDACs and small DACs.

B. Connections to Other Plans and Goals

The Safe and Affordable Drinking Water (SADW) Fund Expenditure Plan and Safe and Affordable Funding for Equity and Resilience (SAFER) Policy are intended to work in tandem with the DWSRF Policy and this IUP where addressing drinking water capital infrastructure.

C. Application Demand

Demand on the DWSRF Program and complementary funding remains high. The State Water Board's Division of Financial Assistance (DFA) has received applications requesting approximately \$3.4 billion as of February 2021 for drinking water planning and construction projects.

Priority Ranking	Description	No. of Applications	Estimated Requested Funding
А	Immediate Health Risk	29	\$76,208,831
В	Untreated or At-Risk Sources	14	\$353,201,089
С	Compliance or Shortage	95	\$317,450,775
D	Inadequate Reliability	51	\$76,036,597
Е	Secondary Risks	10	\$29,628,989
F	Other Projects	146	\$2,543,194,813
	Total	345	\$3,395,721,094

Given the ongoing high demand on the DWSRF, the State Water Board will not be able to fund all projects currently requesting funding in SFY 2021-22. Applicants whose projects are not on the Fundable List are encouraged to evaluate all viable, alternative financing options for their projects considering any deadlines they must meet.

D. General Funding Approach

This IUP updates the Fundable List, which represents those projects for which DFA plans to execute financing agreements by June 30, 2022.

Projects are added to the Fundable List in two ways:

- 1. Projects for Small DAC/SDAC, expanded small DAC/SDAC, and Category A-C projects for small non-DACs are considered automatically added to the Fundable List provided they submit a complete application and meet all eligibility requirements.
- 2. For all other applications, projects expected to receive a financing agreement in SFY 2021-22 are placed on the Fundable List with priority given to those that 1) address the most serious risk to human health, 2) are necessary to ensure compliance with the requirements of the SDWA, and 3) assist systems most in need on a per household basis.

As project application statuses are expected to change throughout the year, DFA will periodically post an updated Comprehensive List on the DWSRF website which also identifies those projects which are on the Fundable List. This updated Fundable List will include all projects for small DAC/SDAC, expanded small DAC/SDAC, and Category A-C projects for small non-DACs with a complete application and meeting all eligibility requirements.

E. Financing Terms

The standard interest rate for DWSRF (repayable) financing is 50 percent (50%) of California's average general obligation bond rate obtained by the State Treasurer for the previous calendar year, rounded up to the next highest ten basis points (0.10%). Therefore, the interest rate for the 2021 calendar year is 1.2%.

The standard term for a planning loan is five or ten years, at the applicant's option.

The standard term for a construction loan is the lesser of 30 years or the useful life of the financed facilities. SDAC and DAC communities may finance drinking water construction facilities over the lesser of 40 years or the useful life of the financed facilities.

Eligible small community water systems (SCWS) serving a small DAC/small SDAC, eligible Non-Transient Non-Community Water Systems (NTNCs) serving a small DAC or small SDAC, and Public Water Systems (PWSs) extending service to small DACs and small SDACs may receive grant/PF in accordance with Appendices D and E.

Criteria for consolidation projects are described in Section III.A.4.

F. Recent Financing Activity

The level of DWSRF and complementary financing was below average in SFYs 2018-19 and 2019-20 due to the State Water Board's transition to California's new, statewide accounting and budgeting system, the Financial Information System for California or "FI\$Cal." As of early 2021, DFA is continuing to adapt to FI\$Cal and expects that the overall pace of financing will continue to normalize in SFY 2021-22.

SFY	Number of Agreements	\$ of Agreements (in millions)
2017-18	64	\$316
2018-19	17	\$237
2019-20	49	\$193
2020-21	24	\$167
Draft Agreements in process	33	\$173

Number of Executed Agreements and Total Financing (\$, in millions) per SFY

DFA has executed 24 DWSRF agreements during SFY 2020-21 as of March 1, 2021. DFA is currently drafting agreements for another 33 DWSRF projects for an additional \$173 million in funding. Some of these agreements will be executed by June 30, 2021.

G. Available Funding

Available DWSRF and complementary financing programs for SFY 2021-22 are summarized below. The amounts included below are estimated amounts, which may fluctuate due to a number of reasons, including project cancellations, the disencumberment of undisbursed funds, or any appropriation of additional amounts.

1. DWSRF

The Funding Target is a long-term sustainable loan capacity for the DWSRF Program, established as \$330 million for SFY 2021-22. However, the program's financing history should be viewed as a long-term average. The DWSRF has

historically committed funds below its capacity. Therefore, temporarily committing funds above the sustainable funding level is justified.

2. DWSRF Principal Forgiveness (PF) and Grants for Small Communities Small DACs/SDACs, expanded small DACs/SDACs, and small non-DACs with Category A-C projects may be eligible for DWSRF/PF as described in Appendices D and E. Current grant funding is provided by Prop 1 and Prop 68. The funding sources are generally interchangeable but may have different eligibility requirements. DFA will allocate the most appropriate grant/PF funds for eligible projects with a complete application.

Funding Type	Total (Million)
PF	\$151.0
Prop 1 grant	\$13.4
Prop 68 grant	\$141.6
Total	\$306.0

Estimated Available Grant/PF funds for SFY 2021-22

3. Safe and Affordable Drinking Water (SADW) Fund

The SADW Fund was established through Senate Bill 200 in July 2019. Expenditures from the SADW Fund will be made consistent with the State Water Board's larger <u>Safe and Affordable Funding for Equity and Resilience (SAFER)</u> <u>Drinking Water program</u> and associated annual Fund Expenditure Plan. The annual Fund Expenditure Plan is intended to complement this IUP as SADW funds are used in combination with DWSRF and SCG DW to address similar goals.

4. ASADRA funds

California's DWSRF is eligible to receive about \$46¹ million in supplemental funds from the "Additional Supplemental Appropriations for Disaster Relief Act of 2019" (ASADRA). The funds are available to help any DWSRF-eligible entity that was damaged, demonstrates an impact, or had a loss or disruption of a mission-essential function, including loss of function where there was potential impact to public health, from calendar year 2018 wildfires.

The DWSRF will use 30 percent of its ASADRA grant as PF to eligible recipients with the remaining funds provided as loan at zero percent (0.0%). Additional information regarding the availability of and requirements associated with ASADRA funds can be found in the ASADRA Revised Supplemental Intended Use Plan in Appendix H.

¹ In addition to the \$42 million originally allocated to California, U.S. EPA recently announced that California is eligible to receive an additional \$4.2 million in funds reallocated from funds originally allocated to Alaska.

5. Other Funding

Groundwater Grant Program (GWGP) – GWGP funds may be available for projects benefitting PWS serving DACs and SDACs for projects that prevent and cleanup contamination of groundwater that serves or has served as a source of drinking water. See the guidelines and funding available from the <u>State Water</u> <u>Board's Groundwater Sustainability Program</u> for more information.

American Rescue Plan – The American Rescue Plan was signed by President Biden on March 11, 2021 and includes \$350 billion under the State and Local Fiscal Recovery Fund which can be invested in infrastructure, including water, sewer, and broadband services. Additional specifics on state allocations, funding requirements, and timing are expected in the future. It is unknown how these funds will affect the DWSRF Program at this time.

H. Fundable List

The recommended Fundable List includes approximately \$1.6 billion in estimated loans/repayable financing which is significantly greater than the Funding Target as explained above. Projects serving either small DAC/SDAC or expanded small DAC/SDAC, and Category A-C projects for small non-DACs are automatically added to the Fundable List provided they submit a complete application and meet all eligibility requirements. For readability, all small DAC/SDAC and expanded small DAC/SDAC projects are shown on the Comprehensive List, which includes all projects with active applications. The Comprehensive List is included as Appendix C.

Summary	Projected Number of Projects	Estimated DWSRF Loan Amount	Estimated PF/Prop 68 Grant Amount
Small Water System Planning	1	\$108,000	\$0
Large Water System Planning	0	\$0	\$0
Small Water System Construction	4	\$37,875,770	\$3,000,000
Large Water System Construction	30	\$1,522,101,113	\$30,750,000
TOTAL	35	\$1,560,084,883	\$33,750,000

SFY 2021-22 DWSRF Repayable Loan Fundable List Summary

I. Set-Aside Activities

The SDWA allows each state to set aside up to 31 percent (31%) of its federal capitalization grant to support various DWSRF and Division of Drinking Water (DDW) program activities, including (1) the administration of the DWSRF, (2) SWS technical assistance, (3) PWS supervision by DDW and (4) other technical assistance to PWSs in support of technical, managerial, and financial capacity development. The Set-Asides are especially beneficial to SWSs serving SDACs and DACs.

For SFY 2021-22, the State Water Board will set-aside 26 percent (26%) of the 2021 Capitalization Grant for set-aside activities as further described below.

Set-Aside Category	Max Allowed	Budgeted from FFY 2021 Grant	Estimate
Administration	4%	4%	\$3,880,000
SWS Technical Assistance	2%	2%	\$1,940,000
PWS Supervision	10%	10%	\$9,700,000
Other Local Assistance	10%	10%	\$9,700,000
Total		26%	\$25,220,000

SFY 2021-22 Set-Aside Budget

J. Programmatic Requirements

DWSRF requirements are substantially similar to those described in the SFY 2020-21 DWSRF IUP. Any new provisions specific to the FFY Capitalization Grant will apply as directed by Congress or U.S. EPA and would take effect after receiving the Capitalization Grant.

The State Water Board is required to apply federal environmental requirements ("crosscutters") in addition to the requirements of the California Environmental Quality Act (CEQA), to equivalency projects. DFA will apply an alternative environmental review process for projects identified as non-equivalency projects. The selection of the nonequivalency projects is described in further detail in Section V.D.1. and Appendix F.

K. Other Activities

DFA is currently working with the Environmental Finance Center (EFC) at California State University, Sacramento on a program management review of California's CWSRF program. The findings from this review will be beneficial to the DWSRF program because DFA administers the DWSRF program using many of the same administrative staff and processes. EFC has developed a draft Program Review Work Plan, in coordination with stakeholders and State Water Board staff, and expects to deliver a final report and recommendations in Fall 2021. The report will identify potential efficiencies, improvements, or enhancements that would facilitate application reviews and execution of loan agreements and disbursements.

Target Projects

A. Install a Solar Field to offset energy consumption.

Note: Grants to install a solar field are not available at the state, or federal level. The best option, at the moment, is rebate programs.

- B. Upgrade and replace three lift stations with new pumps, electrical and switch gear.
- C. Repair 67 breaches in underground piping system. The preference is to slip line the pipes.

Note: The following opportunities address to varying degrees infrastructure and equipment upgrades to water delivery systems

1. Clean-Up and Abatement Account Urging Drinking Water Needs

The CAA is supported by court judgments and administrative civil liabilities assessed by the State Water Resources Control Board (State Water Board) and the Regional Water Quality Control Boards (Regional Boards). Water code section 13442 authorizes the State Water Board to utilize CAA funds to address an urgent drinking water need. This includes needs due to drought, contamination, or other eligible emergencies. **Eligible Entities**

- A public agency, including Regional Boards.
- A tribal government that is on the California Tribal Consultation List maintained by the Native American Heritage Commission and is a disadvantaged community (DAC).
- A not-for-profit organization serving a DAC; or
- A community water system that serves a DAC.

Example Eligible Projects (including, but not limited to)

- Provision of interim alternate water supplies, such as bottled or hauled water.
- Emergency improvements or repairs to existing water systems as necessary to provide an adequate supply of domestic water. Improvements or repairs will typically only be funded if shown to be a more cost-effective interim solution than provision of interim alternate water supplies. Eligible improvements or repairs include but are not limited to:
 - Well rehabilitation or replacement;
 - Emergency interties, extension of service, or consolidation projects;
 - Treatment systems;
 - Rented, borrowed or purchased equipment;
 - Design, installation and initial startup costs;

How to Apply

The Deputy Director of the Division of Financial Assistance (DFA) and the Executive Director of the State Water Board are delegated authority to approve up to \$500,000 in CAA funds per project, for routine or non-controversial projects. Any non-routine or

controversial projects, or CAA approvals exceeding \$500,000 per project, will require State Water Board approval.

To apply for funding, applicants have the following options:

- 1. Complete the <u>Urgent Drinking Water Needs Application</u> and submit to <u>DFA-</u> <u>CAA@waterboards.ca.gov</u>. The local DDW District Office can assist public water systems by submitting the application on behalf of a water system.
- 2. <u>Complete the funding application online via the Financial Assistance Application</u> <u>Submittal Tool (FAAST)</u>. Select the RFP titled, "Interim Emergency Drinking Water and Drought Related Drinking Water Funding Application"

Submit the completed application via email:

Email: <u>DFA-CAA@waterboards.ca.gov</u> Phone: (916) 319-9066

2. Safe and Affordable Funding for Equity and Resilience

The Safe and Affordable Funding for Equity and Resilience Program (SAFER) is a set of tools, funding sources, and regulatory authorities designed to ensure that one million Californians who currently lack safe drinking water receive safe & affordable drinking water as quickly as possible. The SAFER program also aims to reach sustainable operations for all of the state's drinking water systems and is a critical element for achieving the goals of safe, accessible, and affordable water for all Californians. The program was established from the Safe and Affordable Drinking Water (SADW) Fund through <u>Senate Bill 200 (SB200) in 2019</u>. The Fund will provide \$130 million per year that will be used to develop and implement sustainable solutions for small systems with violations of drinking water standards. The money may be spent on operations and maintenance costs, cost of consolidating with larger system, provision of replacement water, and funding for administrators to run the small systems.

3. Small Community Funding Program - Application Process

Small Community Funding is available to help small disadvantage communities (small DACs), providing drinking water service to less than 10,000 people or wastewater service to less than 20,000 people and having a median household income (MHI) of less than 80% the statewide MHI, with technical assistance needs, interim water supplies, and implement eligible drinking water or wastewater capital improvement projects.

The Small Community Funding Program continuously accepts applications starting with a simple pre-application:

1. Pre-Application

- The pre-application includes a set of general questions regarding the facility/system, project description, and type of funding/assistance being requested.
- Pre-Applications received prior to the 20th of the month will be reviewed and DFA staff contact the applicant by the 10th of the following month (for example pre-applications received by May 20th will be reviewed by DFA staff and the applicant will be contacted by June 10th).
- To apply for funding, complete the pre-application online via the <u>Financial</u> <u>Assistance Application Tool</u> (FAAST) Select the RFP, titled "Small Community Funding Program, Pre-Application.
- 1. Initial Eligibility Screening
 - After a pre-application is submitted, DFA staff will conduct an initial eligibility screening for the Small Community Funding Program. Depending on the type of project, DFA staff will direct the applicant to the appropriate funding program.
 - Applicants appearing to meet the eligibility criteria for a capital improvement project will be invited to submit complete applications (planning or construction).
 - If the project doesn't fit under our standard drinking water or wastewater application process (technical assistance, interim water supply, Administrator, etc.), but is still eligible for Small Community Funding, DFA staff will contact the applicant to discuss next steps.
 - A final eligibility determination will be conducted by DFA staff prior to the applicant receiving funding.
- 2. Planning/Construction Applications
 - DFA utilizes the same application for the Small Community Funding and the Clean Water and Drinking Water State Revolving Fund programs. Contact the Office of Sustainable Water Solutions at <u>DFA-OSWS@waterboards.ca.gov</u> or (916) 341-5296 for the most recent application forms and instructions.

4. U.S. Bureau of Reclamation: WaterSMART Drought Response Program: Drought Resiliency Projects for Fiscal Year 2022

Deadline: October 5, 2021 Amount: Up to \$2 million Match: Yes Eligibility: Category A: States, Indian Tribes, irrigation districts, water districts; state, regional, or local authorities whose members include one or more organizations with

water or power delivery authority; and, other organizations with water or power delivery authority. Category B: Nonprofit conservation organizations that are acting in partnership and with the agreement of an entity described in Category A

https://www.usbr.gov/drought/

Qualifying projects will increase the reliability of water supplies; improve water management; and provide benefits for fish, wildlife, and the environment to mitigate impacts caused by drought. Projects carried out through Drought Resiliency Project Grants can increase water management flexibility, making our water supply more resilient. This helps to prepare for and address the impacts of drought. Proposals submitted under this NOFO must demonstrate that the proposed project is supported by an existing drought planning effort. It is a well-established principle that proactively identifying resiliency projects through drought planning, in advance of a crisis, is far more cost effective than emergency response.

5. California State Water Boards: Proposition 1 Groundwater Grant Program – Round 3 (Implementation Projects Only)

Deadline: September 7, 2021

Amount: Minimum grant amount of \$100,000 and a maximum grant amount of \$2 million for planning projects. Minimum grant amount of \$500,000 and a maximum grant amount of \$50 million for implementation projects.

Match: Yes - 50%

Eligibility: public agencies, non-profit organizations, public utilities, federally recognized Indian tribes, California Native American Tribes, and mutual water companies <u>https://www.waterboards.ca.gov/water_issues/programs/grants_loans/proposition1/gr</u> <u>oundwater_sustainability.html</u>

Grants to prevent and cleanup contamination of groundwater that serves (or has served) as a source of drinking water. Groundwater funding is limited to projects that cleanup or prevent migration of contamination in the aquifer (essentially remediation projects, not just straight treating contaminated ground water for provision of drinking water).

6. State Water Resources Control Board: Water Recycling Funding Program (WRFP)

Deadline: Accepting applications via FAAST system on a continuous basis. Amount: \$75,000 (for Planning Grants); \$15-\$20 Million (for Construction Grants) Match: 50% (for Planning Grants); 35% (for Construction Grants) Financing: For Construction applications Interest at 1/2 General Obligation Bond Rate; 30-year term; Allowance following the CWSRF Policy Eligibility: local public agencies

http://www.waterboards.ca.gov/water_issues/programs/grants_loans/water_recycling/ proposition1_funding.shtml

The State Water Resources Control Board (State Water Board) provides funding for the planning, design, and construction of water recycling projects that offset or augment state fresh water supplies. There are two programs within this fund:

- Planning Grants: The purpose of the planning grant is to assist agencies or regions with completing feasibility studies for water recycling projects using treated municipal wastewater and/or treated groundwater from sources contaminated by human activities. Only local public agencies are eligible to apply for planning grants.
- **Construction Grants:** The Water Recycling Funding Program provides grants and financing to eligible applicants for the construction of water recycling facilities. Construction projects may be funded with grants and low interest financing from a state bond, a CWSRF financing agreement, or combinations of funding sources. Eligible applicants are local public agencies, nonprofit organizations, public utilities, state & federal recognized Indian tribes, and mutual water companies.

7. State Water Resources Control Board: Clean Water State Revolving Fund (CWSRF) Program

Deadline: Continuous

Amount/Financing: No maximum funding or disbursement limits. Financing Term up to 30 years or the useful life of the project. Interest Rate is ½ the most recent General Obligation (GO) Bond Rate at time of funding approval.

Eligibility: Any city, town, district, or other public body created under state law, including state agencies

http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/

The Clean Water State Revolving Fund (CWSRF) program offers low cost financing for a wide variety of water quality projects. The program has significant financial assets, and is capable of financing projects from <\$1 million to >\$100 million. Eligible projects include, but are not limited to:

- Construction of publicly-owned treatment facilities: Wastewater treatment; Local sewers; Sewer interceptors; Water reclamation and distribution; Stormwater treatment; Combined sewers; Landfill leachate treatment
- Implementation of nonpoint source (NPS) projects to address pollution associated with: Agriculture; Forestry; Urban Areas; Marinas; Hydromodification; Wetlands
- 3. Development and implementation of estuary comprehensive conservation and management plans for: San Francisco Bay; Morro Bay; Santa Monica Bay

Funding Opportunities for Public Water Systems

8. State Water Resources Control Board: Drinking Water State Revolving Fund (DWSRF) Program

Deadline: Continuous

Amount: No maximum disbursement limit.

Financing Terms: Interest rates average 2-3% and 20-year loan. Public water systems that serve small, disadvantaged communities may be eligible for 0% and 30-year loan. Eligibility: Community water systems and non-profit, non-community water systems. http://www.waterboards.ca.gov/drinking_water/services/funding/SRF.shtml DWSRF provides low-interest loans, additional subsidy (principal forgiveness), and technical assistance to public water systems for infrastructure improvements to correct system deficiencies and improve drinking water quality. The purpose of the DWSRF is to provide financial assistance for the planning/design and construction of drinking water infrastructure projects that are needed to achieve or maintain compliance with federal and state drinking water statutes and regulations. Eligible projects include Planning/design and construction of drinking water infrastructure projects including: treatment systems, distribution systems, interconnections, consolidations, pipeline extensions, water sources, and water meters

9. Financial Assistance Programs - Grants and Loans Proposition 1 - Small Community Wastewater

Proposition 1 (Prop 1) or the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (<u>Assembly Bill 1471, Rendon</u>) authorized \$7.545 billion in general obligation bonds for water projects including surface and groundwater storage, ecosystem and watershed protection and restoration, and drinking water protection. The State Water Resources Control Board (State Water Board) will administer Prop 1 funds for five programs: wastewater, water recycling, drinking water, stormwater, and groundwater. <u>The implementation schedule for each program will vary</u>.

Section 79723 of Prop 1 allocates \$260 million to the <u>Clean Water State Revolving Fund</u> (<u>CWSRF</u>) Small Community Grant (SCG) Fund. The State Water Board has an annual SCG appropriation of \$8 million dollars, which is administered consistent with the CWSRF Intended Use Plan (IUP), and the <u>CWSRF Policy</u>. The Prop 1 funds will supplement existing SCG authority. Administering these funds as a part of the CWSRF Program allows grant funds to be easily leveraged with low-interest financing available through the CWSRF Program. <u>CWSRF applications are accepted on a continuous basis</u>, and eligible projects are funded as applications are completed and approved.

10. Safe and Affordable Funding for Equity and Resilience

The Safe and Affordable Funding for Equity and Resilience Program (SAFER) is a set of tools, funding sources, and regulatory authorities designed to ensure that one million Californians who currently lack safe drinking water receive safe & affordable drinking water as quickly as possible. The SAFER program also aims to reach sustainable operations for all of the state's drinking water systems and is a critical element for achieving the goals of safe, accessible, and affordable water for all Californians.

The program was established from the Safe and Affordable Drinking Water (SADW) Fund through <u>Senate Bill 200 (SB200) in 2019</u>. The Fund will provide \$130 million per year that will be used to develop and implement sustainable solutions for small systems with violations of drinking water standards. The money may be spent on operations and maintenance costs, cost of consolidating with larger system, provision of replacement water, and funding for administrators to run the small systems

Small Community Funding is available to help small disadvantage communities (small DACs), providing drinking water service to less than 10,000 people or wastewater service to less than 20,000 people and having a median household income (MHI) of less than 80% the statewide MHI, with technical assistance needs, interim water supplies, and implement eligible drinking water or wastewater capital improvement projects.

The Small Community Funding Program continuously accepts applications starting with a simple pre-application:

- 1. Pre-Application
 - The pre-application includes a set of general questions regarding the facility/system, project description, and type of funding/assistance being requested.
 - Pre-Applications received prior to the 20th of the month will be reviewed and DFA staff contact the applicant by the 10th of the following month (for example pre-applications received by May 20th will be reviewed by DFA staff and the applicant will be contacted by June 10th).
 - To apply for funding, complete the pre-application online via the <u>Financial</u> <u>Assistance Application Tool</u> (FAAST) Select the RFP, titled "Small Community Funding Program, Pre-Application.
- 2. Initial Eligibility Screening
 - After a pre-application is submitted, DFA staff will conduct an initial eligibility screening for the Small Community Funding Program. Depending on the type

of project, DFA staff will direct the applicant to the appropriate funding program.

- Applicants appearing to meet the eligibility criteria for a capital improvement project will be invited to submit complete applications (planning or construction).
- If the project doesn't fit under our standard drinking water or wastewater application process (technical assistance, interim water supply, Administrator, etc.), but is still eligible for Small Community Funding, DFA staff will contact the applicant to discuss next steps.
- A final eligibility determination will be conducted by DFA staff prior to the applicant receiving funding.
- 3. Planning/Construction Applications
 - DFA utilizes the same application for the Small Community Funding and the Clean Water and Drinking Water State Revolving Fund programs. Contact the Office of Sustainable Water Solutions at <u>DFA-OSWS@waterboards.ca.gov</u> or (916) 341-5296 for the most recent application forms and instructions.

11. Site Cleanup Subaccount Program

The Site Cleanup Subaccount Program (SCAP) is a funding program established by Senate Bill (SB) 445 (Hill, 2014), allowing the State Water Resources Control Board (State Water Board) to issue grants for projects that remediate the harm or threat of harm to human health, safety, or the environment caused by existing or threatened surface water or groundwater contamination

Eligible	٠	Applicants with eligible projects
Applicants		

- Eligible Projects Remediate the harm or threat of harm to human health, safety, and the environment from surface water or groundwater contamination
 - Human-made contaminants
 - A regulatory agency has issued a directive (unless this is infeasible)
 - The responsible party lacks financial resources
 - Projects may include site characterization, source identification, or implementation of cleanup

Priorities	Significant threat to human health or the environme	nt
	Disadvantaged or small community impact	
	Cost and environmental benefit of project	
	Lack of availability of other sources of funds	
	Other State Water Board considerations	
Funding Limits	There are no funding request limits	
	There is no cost match required	
Funding	Grants and contracts approved by the Deputy Direct	or
Mechanisms	Continuous Pre-Application process – no deadlines	
Program Funding	Annual appropriations of \$19.5 million	

Superintendent Board Report

August 2021

Daily activities - Monday through Sunday

- Check and Record sewage pump operational hours at 29 lift stations.
- Check and record all water plants, change chlorine canisters and poly as required (June Lake, Snow Creek, Peterson, and Clark water plants)
- Check and record Snow Creek and Clark Diversions (Wednesday's)
- Check and record sewage pump operational hours at Station 1 and Station 2
- Clean sludge beds when needed, inspect percolation ponds.
- Safety Training

Scheduled and Unscheduled activities which occurred during the normal workday.

- Vactored some of the Village Collection System, Arizona St., and the center of the clarifier.
- Replace valve cans on Granite and Rainbow St.
- West side restroom lift station, unclogged Pump #2 at Silver Lake campground.
- Unclogged pump #1 and pump #2 at Oh Ridge 1.
- Removed the ice baffle from the east brush for repairs at the Wastewater Plant.
- Unclogged Pump #2 at Station #1.
- Staff did meter repairs district wide.
- Eldridge Electric replaced a circuit breaker at Oh Ridge #2.

On Call Activities for the month

- 8/2/21 planned power outage, checked all water plant and all lift stations.
- 8/3/21 power back on, checked all water plants and all lift stations.
- 8/15/21 water leak on Nevada St. main, put-on repair clap.