AMADOR WATER AGENCY
Board of Directors
Regular Meeting
12800 Ridge Road, Sutter Creek, CA 95685
August 25, 2016
9:00 a.m.
Website Address: www.amadorwater.org

Please Note: Members of the public will have the opportunity to directly address the Agency Board of Directors concerning any item listed on the Agenda below before or during consideration of that item. There is a three minute time limit per person.

In order to better accommodate members of the public, specific times above for Agenda Items will be heard at the specified time or soon thereafter. Agenda Items without specific times may be rearranged to accommodate the Board’s schedule.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ADDITIONS TO AGENDA
   a. Items added to the agenda must be approved by the Board pursuant to Government Code Section 54954.2.

3. PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA
   A. Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of Amador Water Agency; however, any matter that requires action will be referred to Staff for a report and action at a subsequent Board meeting. Please note there is a three (3) minute time limit per person.

4. CONSENT AGENDA
   Items listed on the consent agenda (see attached) are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

5. AGENCY GENERAL
   A. Tanner HydroElectric Generation Plant Dedication Ceremony – 9:00 a.m. – Tanner Plant
   
   A. Tree Mortality- to be heard at 10:30 a.m. or as soon thereafter as may be heard
      1. Presentation by Tom Tinsley, Unit Forester, CalFire Amador El Dorado Unit

6. AWA WATER SYSTEMS
   A. Rabb Park CSD
      1. Discussion and possible approval of Resolution 2016-18 regarding the transfer and acceptance of the Rabb Park CSD and providing retail water service to Rabb Park CSD
customers.

7. PROJECT UPDATES

8. COMMITTEE REPORTS
   A. Engineering Reorganization Adhoc (08-15-16)
   B. Engineering Committee (08-23-16)

9. MANAGER'S REPORTS
   General discussion of various items in progress within each area of responsibility. This is for informational and communication purposes. Discussion only, no formal action will be taken. Any matter requiring action will be placed on an upcoming agenda for consideration.

10. BOARD OF DIRECTOR DISTRICT REPORTS, COMMITTEE REPORTS AND DIRECTOR COMMENTS - The Board Members may report on various activities, meetings, etc. that they have been involved in. Discussion only, no formal action will be taken. Any matter requiring action will be placed on an upcoming agenda for consideration.

11. FUTURE AGENDA TOPICS - This item is to provide the Board Members an opportunity to request items to be placed on future agendas.

12. CLOSED SESSION
   A. Pursuant to Government Code Section 54957 Public Employee Performance Evaluation- General Manager

13. ADJOURNMENT
Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

1. MINUTES
   A. Approval of minutes of the Regular Board Meeting of August 11, 2016
   B. Approval of minutes of the Special Board Meeting of August 11, 2016
   C. Approval of minutes of the Special Board Meeting of June 9, 2016

2. MISCELLANEOUS APPROVALS
   A. Approval of Accounts Payable for July, 2016

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, then please contact Cris Thompson at (209) 223-3018 or (209) 257-5281 (fax). Requests must be made as early as possible, and at least two-full business days before the start of the meeting.

Documents and materials relating to an open session agenda item that are provided to the Amador Water Agency Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at 12800 Ridge Rd, Sutter Creek CA 95685

BOARD OF DIRECTORS
Robert Manassero, President  Gary Thomas, Vice President  Paul Molinelli  Art Toy  Rich Farrington
AMADOR WATER AGENCY
Board of Directors
Regular Meeting
August 11, 2016

MINUTES

Directors Present: Robert Manassero, President
Gary Thomas, Vice President
Richard Farrington
Paul Molinelli
Art Toy

Staff Present: Gene Mancebo, General Manager
Josh Horowitz, Agency Counsel
Cris Thompson, Assistant General Manager
Damon Wyckoff, Operations Manager

CALL TO ORDER- President Manassero called the meeting to order at 9:01 a.m.

ADDITIONS TO THE AGENDA - None

PUBLIC COMMENT:
Mr. Andres Stenstedt, Pioneer

CONSENT AGENDA ITEMS (11:22-11:43)

MOTION: It was moved by Director Farrington, seconded by Director Thomas, and unanimously carried to approve the consent agenda Minutes of the Regular Board Meeting of July 28, 2016

DEPARTMENT REPORTS (11:48-37:55)
Administration/Finance
Operations

WATER SYSTEMS (37:37-2:00:36)
Tanner and Ione Hydro Projects Update
Update and presentation of Tanner and Ione Hydro projects by Matt Swindle, Nline Energy Inc.
Discussion and possible action to authorize the General Manager to complete all necessary actions to apply for the California Energy Commission, Electric Program Investment Charge grant for the lone Hydro project

**MOTION:** It was moved by Director Farrington, seconded by Director Thomas, and unanimously carried to authorize the General Manager to complete all necessary actions to apply for the California Energy Commission, Electric Program Investment Charge grant for the lone Hydro Project including the letter of commitment subject to legal counsel review.

**RECESS** was called at 11:02 a.m. **SESSION** resumed at 11:16 a.m.

**Gravity Supply Line Project (2:01:07- 2:19:03)**
Discussion and possible action to reject sole bid received for tree replanting work in second round of bidding for that work.

**MOTION:** It was moved by Director Farrington, seconded by Director Thomas, and unanimously carried to reject sole bid received for tree replanting work in second round of bidding for that work.

Discussion and possible action to find that the Agency may perform GSL Project tree replanting work by force account method and/or by sole source contracting method and to authorize staff to carry out the tree replanting work by such methods amended to include direction to staff to purchase the trees right away.

**MOTION:** It was moved by Director Molinelli, seconded by Director Thomas, and unanimously carried to authorize the Agency to perform GSL Project tree replanting work by force account method and/or by sole source contracting method, and to authorize staff to carry out the tree replanting work by such methods.

**CLOSED SESSION** was called at 11:35 a.m.
**OPEN SESSION** resumed at 12:31 p.m.
**RECESS** was called at 12:35 p.m.

**AGENCY GENERAL (2:19:32- 2:25:33)**
Public Hearing- Delinquent Water and Wastewater Standby Accounts
Discussion and possible adoption of Resolution No. 2016 – 17 Transferring Delinquencies to the County Tax Rolls
President Manassero declared the public hearing open and that the public hearing was duly noticed.
No public comment.

**MOTION:** It was moved by Director Thomas, seconded by Director Farrington and unanimously carried to close the public hearing.

**MOTION:** It was moved by Director Molinelli, seconded by Director Thomas, and
unanimously carried to adopt Resolution No. 2016 –17 Transferring Delinquencies to
the County Tax Rolls

RECESS WAS CALLED AT 1:43 p.m. (For Special Board Meeting)

OPEN SESSION RESUMED at 2:22 p.m.

Engineering Department Re-Organization (3:07:17- 3:53:07)
President Manassero asked for discussion on this item but no action will be taken

Public Comment:
Erik Christeson, Supervising Engineer

Discussion and possible action to approve the re-organization of the Engineering
Department

No action taken

Discussion and possible action to authorize the General Manager to implement the re-
organization of the Engineering Department as depicted in the draft organizational
chart.

No action taken

Water Sales and Production Update (3:53:07- 4:06:24)

AGENCY PROJECT UPDATE (4:06:25- 4:24:15)

AGENCY COUNSEL REPORT (4:24:25- 4:30:18)
Legislative Report
Other Legal Matters

COMMITTEE REPORTS - None

FUTURE AGENDA TOPICS (4:30:19- 4:40:19)
Tanner Ribbon Cutting – 9 a.m. 08-25-16
Selling water outside of the County
Landlord/ Tenant Billing

ADJOURNMENT
President Manassero adjourned the meeting at 3:58 p.m.
AMADOR WATER AGENCY BOARD OF DIRECTORS
Special Board Meeting
August 11, 2016

MINUTES

Directors Present: Robert Manassero, President
Gary Thomas, Vice President
Paul Molinelli
Art Toy
Rich Farrington

Directors Absent: None

Staff Present: Gene Mancebo, General Manager
Cris Thompson, Assistant General Manager
Damon Wyckoff, Operations Manager

CALL TO ORDER President Manassero called the Special Board meeting to order at 1:43 p.m.

AGENCY GENERAL
Water Code Amendments
Discussion and possible action to adopt Resolution No 2016-16 adopting revisions to the Agency’s Water Code Sections 2.19 and 2.20 - Water Conservation

MOTION: It was moved by Director Molinelli, seconded by Director Thomas and carried to adopt Resolution No 2016-16 adopting revisions to the Agency’s Water Code Sections 2.19 and 2.20 - Water Conservation

Ayes: Directors Farrington, Thomas, Molinelli, and Manassero
Noes: None
Absent: None
Abstain: Director Toy

Hydrant Use
Discussion and possible action to approve amendments to the Agency’s Water Code Section 2.49 (d) – Temporary Service Through Fire Hydrants and 2.49 (e) Spanner Wrench
MOTION: It was moved by Director Thomas, seconded by Director Molinelli to approve amendments to the Agency's Water Code Section 2.49 (d) – Temporary Service Through Fire Hydrants and 2.49 (e) Spanner Wrench

Ayes: Directors Farrington, Thomas, Molinelli, and Manassero
Noes: None
Absent: None
Abstain: Director Toy

Discussion and possible direction to staff to implement Water Code Section 2.49 (d) Temporary Service Through Fire Hydrants

MOTION: It was moved by Director Farrington, seconded by Director Thomas, and carried to direct to staff to implement Water Code Section 2.49 (d) Temporary Service Through Fire Hydrants

Ayes: Directors Farrington, Thomas, Molinelli, and Manassero
Noes: None
Absent: None
Abstain: Director Toy

Miscellaneous Fees
Discussion and possible action to approve the revised Miscellaneous Fees Schedule and direct staff to schedule the necessary public hearing and provide notification of the revisions to Miscellaneous Fees and Charges (UN-1-5 of the Water Code)

MOTION: It was moved by Director Farrington, seconded by Director Thomas and carried to approve the revised Miscellaneous Fees Schedule and direct staff to schedule the necessary public hearing and provide notification of the revisions to Miscellaneous Fees and Charges (UN-1-5 of the Water Code) including notification to the water haulers of the upcoming public hearing.

Ayes: Directors Farrington, Thomas, Molinelli, and Manassero
Noes: None
Absent: None
Abstain: Director Toy

ADJOURNMENT- President Manassero adjourned the meeting at 2:24 p.m.

Cris L. Thompson
Clerk of the Board of Directors
Approved:

______________________________
AMADOR WATER AGENCY BOARD OF DIRECTORS
Special Board Meeting
June 9, 2016

MINUTES

Directors Present: Robert Manassero, President
                 Gary Thomas, Vice President
                 Art Toy
                 Rich Farrington

Directors Absent: Paul Molinelli

Staff Present:   Gene Mancebo, General Manager
                 Cris Thompson, Assistant General Manager
                 Damon Wyckoff, Operations Manager

CALL TO ORDER    President Manassero called the Special Board meeting to order at
                 1:48 p.m.

AWA WATER SYSTEMS
Discussion and possible action to adopt Resolution No. 2016-10 A Resolution of the
Board of Directors of the Amador Water Agency designating the General Manager as
authorizing agent, authorizing execution of the funding match commitment letter and the
annual maintenance commitment letter for the CAL-EMA grant application for the Central
Amador Water Project (CAWP) Redwood Tank and Hypalon floating cover Retrofit
Project 4240 Hazard Mitigation Grant Program

MOTION: It was moved by Director Farrington, seconded by Director Thomas and
carried to adopt Resolution No. 2016-10 A Resolution of the Board of Directors of the
Amador Water Agency designating the General Manager as authorizing agent,
authorizing execution of the funding match commitment letter and the annual
maintenance commitment letter for the CAL-EMA grant application for the Central
Amador Water Project (CAWP) Redwood Tank and Hypalon floating cover Retrofit
Project 4240 Hazard Mitigation Grant Program

Ayes: Directors Farrington, Thomas, Toy and Manassero
Noes: None
Absent: Director Molinelli
Abstain:

**ADJOURNMENT**- President Manassero adjourned the meeting at 2:17 p.m.

Cris L. Thompson  
Clerk of the Board of Directors

Approved

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Special Board Meeting  
June 9, 2016  
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Total for 7/20/2016: 164,225.84

Report Total (111 checks): 291,515.97
## Accounts Payable

**Checks by Date - Summary by Check Date**

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**Total for 7/8/2016:**  
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**Total for 7/15/2016:**  
653.14

**Total for 7/20/2016:**  
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**Total for 7/29/2016:**  
86,251.04

**Report Total (9 checks):**  
191,082.81
TANNER RESERVOIR
HYDROELECTRIC GENERATION PLANT
RIBBON-CUTTING CEREMONY

Thursday, August 25, 2016
9:00 a.m.

You are cordially invited to the
Tanner Reservoir Hydroelectric Generation Facility
Dedication and Ribbon-cutting.

The ceremony will kick off with comments
from Amador Water Agency Director Robert Manassero
and distinguished guests.
We will meet at the AWA Board Room, then walk across
Tanner Reservoir to the new facility.
Please wear walking shoes.
Refreshments will be served.

The event is expected to conclude
at approximately 10:00 a.m.

At Amador Water Agency Headquarters
12800 Ridge Road, Sutter Creek, CA

For planning purposes, please RSVP to Connie Gagnebin
by calling (209) 257-5213
or by email at cgagnebin@amadorwater.org
AWA – TANNER RESERVOIR HYDROELECTRIC GENERATION PLANT
GREEN ENERGYs SAVES RATEPAYERS MONEY

- Small turbines inside the Amador Transmission Pipeline capture wasted energy for a reliable, local and renewable source of electricity.

- The turbine uses water flow inside the Amador Transmission Pipeline, and excess pressure at the water treatment plant, to generate up to 580,000 kilowatt-hours of renewable electricity annually – more than enough to power the AWA water treatment plant and adjacent offices and maintenance facility.

- By switching to a “green” power source, the Agency will avoid producing the equivalent greenhouse gas emissions as 33 households in a year.

- This project will save the Agency an estimated $4 million in electricity costs over 30 years.

- Running the turbine will have no impact on the quantity or quality of the water used to power the generator.

- This project uses PG&E’s renewable energy "Net-Energy-Metering-Aggregation" (or NEM-A) program. NEM-A allows a site with multiple PG&E accounts and meters, like the AWA headquarters complex, to use a renewable generation project to offset the electric demand at several meters, even if they are not physically connected.
STAFF REPORT

Resolution 2016-18
Rabb Park CSD
Transfer of Ownership and Operation to Amador Water Agency

Requested Action:
Adoption of Resolution 2016-018 regarding the transfer, ownership, and operation of the Rabb Park CSD water system as well as providing retail service to their customers and approve the associated bill of sale.

Background:
The Water Agency approved Resolution 2016-08 on June 9, 2016 requesting LAFCO to initiate the transfer of the Rabb Park CSD system to the Water Agency and dissolution of the Rabb Park CSD. LAFCO hearings on this matter resulted in no protests. The attached resolution, 2016-18 and the associated bill of sale will finalize actions by the Water Agency for the transfer. LAFCO is anticipated to complete the dissolution of Rabb Park CSD and the transfer of Rabb Park facilities and related items to the Water Agency during the week of August 29, 2016.

The acceptance and transfer of the system will result in an increase of approximately $30,000 in operational revenue annually for the Water Agency. The water bills for customers in Rabb Park will be reduced as a result of becoming retail customers of the Water Agency. Rabb Park customers may see their bills reduced by $4-$9 per month, but this can vary depending on the actual water used. Rabb Park CSD will be transferring approximately $87,600 to the Water Agency to make some improvements to the system which include radio read meters, fire hydrant improvements, and funds towards a possible new consolidated tank which further benefits the Water Agency.

Fiscal Impact:
Overall volume of water sales would not change; however, the 106 properties will now be paying retail fees and the vacant parcels paying assessment standby fees. The Water Agency is expected to receive an increase of $1,854.25 in monthly services and debt service charges while seeing an increase in $1.06 per unit of water sold to Rabb Park CSD customers. The Water Agency would also receive $2,030 annually in assessment standby charges. Staff expects an overall increase of $29,600 in operational revenue. The Water Agency would have the added responsibility for operation and maintenance of all Rabb Park CSD water distribution facilities, meter reading, and billing/customer service activities. These costs are not specifically known, but
no new employees would be added as a result of providing service directly to the Rabb Park CSD customers.

During the June 9, 2016 Board meeting, the Board approved the initiation of the transfer of the system with terms outlined during the meeting. The options before the Board today are listed below.

**Options/Alternatives:**
A. Proceed as provided in the attached agreement which is consistent with the June 9, 2016 authorization and staff's recommendation
B. Decline to accept the system
C. Decline to accept the system with direction to re-negotiate terms of the agreement, which would require starting the LAFCO process over, assuming it is still acceptable to the Rabb Park CSD

**Reviewed by Committee:**
No

**Recommendation:**
Adopt Resolution 2016-018 regarding the transfer, ownership, operation of the Rabb Park CSD as well as providing retail service to their customers and approve the associated bill of sale.

**Prepared by:** Gene Mancebo, General Manager
AGREEMENT BETWEEN AMADOR WATER AGENCY AND RABB PARK COMMUNITY SERVICE DISTRICT REGARDING TRANSFER OF WATER SERVICE RESPONSIBILITIES

This Agreement is made this ___ day of _____ 2016 between the Amador Water Agency, a public agency ("Agency"), and Rabb Park Community Service District, a public agency ("District"), who agree as follows:

1. **Recitals.** This Agreement is made with reference to the following recitals:

   A. The District owns and operates a water system providing treated water service to residents within its boundaries located north of the community of Buckhorn, in the upper foothills of Amador County, and depicted on the map attached hereto and incorporated herein as Exhibit A ("District Service Area").

   B. The Agency is a county-wide water agency organized and existing pursuant to the Amador Water Agency Act (Stats. 1859, ch. 2137, codified as chapter 95 of West’s Water Code Appendix), as amended, and is authorized to provide water service throughout Amador County.

   C. The Agency, through its Central Amador Water Project ("CAWP"), currently wholesales treated water to the District ("CAWP"), which provides, in turn, such water for resale to its customers.

   D. On May 22, 2014, the Amador County Local Agency Formation Commission ("LAFCO") completed an updated municipal services review of the District which determined that, given the District’s infrastructure needs and the additional benefits to customers in the District, it is desirable to consolidate the District’s operations with the Agency’s operations and to dissolve the District.

   E. On June 9, 2016, the Agency Board of Directors approved Resolution 2016-08 approving an application to LAFCO requesting that proceedings for the dissolution of the District be initiated and that the Agency be designated as the District’s successor Agency. The District adopted a similar resolution on June 16, 2016.

   F. On July 21, 2016, following a publicly noticed hearing and pursuant to the determinations contained in its municipal services review, LAFCO amended the District’s sphere of influence to a zero sphere of influence, approved the dissolution of the District, and directed the District to transfer its assets and obligations to the Agency.

   G. Issuance of the Certificate of Completion for LAFCO’s dissolution of the District is conditioned upon, among other things, the transfer, to the Agency, of District assets and District reserve funds adequate for replacement of the District’s storage tank and improvements needed for the District’s water system.

10/A081716kg (Rabb Park CSD)
H. The District desires to transfer ownership and operation of its water system to the Agency and to have the Agency directly provide District customers with treated water service on the terms and conditions set forth in this Agreement.

I. The Agency is willing to assume ownership of the District’s water system and responsibility for providing treated water service to District customers on the terms and conditions set forth in this Agreement.

2. **Transfer of Personal Property.** The District, without charge to the Agency, shall transfer to the Agency, on the terms and conditions and in the manner set forth in this Agreement, all of the following personal property (“Personal Property”) described as follows:

   A. All water pipelines, tanks, fixtures, meters, fire hydrants, equipment and other facilities and tangible assets of the District relating to its water distribution system and listed on Exhibit B attached hereto and incorporated herein by reference.

   B. Reserve funds of the District in the amount of $87,650, which amount has been designated for the Agency’s use in making the following necessary improvements to the District’s water system (“System Improvements”): (i) replacement of water meters; (ii) improvements to existing fire hydrants as described in Exhibit B; and (iii) replacement to the District’s water storage tank. The costs associated for these System Improvements are more particularly described in Exhibit C attached hereto and incorporated herein by reference.

   C. All other cash and receivables, in addition to the reserve funds described in section 2(B) above that have not been otherwise allocated or used by the District as described in this subsection (C).

   (i) The District’s bookkeeper shall continue receiving water service payments from District customers and make payments previously authorized by the District until September 26, 2016.

   (ii) The District’s bookkeeper shall immediately thereafter reconcile the District’s accounts and calculate the total ending balance (“Ending Balance Amount”) on the District’s water operations fund.

   (iii) On October 3, 2016, the District’s bookkeeper shall transfer to the Agency the Ending Balance Amount to the Agency, along with a list of District customers with overdue or unpaid balances as of that date.

   (iv) Upon receipt of the Ending Balance Amount, the Agency shall calculate the amount owed by the District for any remaining wholesale water service charges remaining due and unpaid as of September 30, 2016. The Agency shall transfer such amount and an additional $5,000 (to cover the Agency’s administrative and other costs that relate to transitioning District customers into the Agency’s water service system as
well as any operational services provided to the District) to the Agency’s Water Operation fund accounts.

(v) No later than November 30, 2016, the Agency shall distribute the remainder of the Ending Balance Amount not otherwise appropriated by the Agency as described in paragraph 2(C)(iv) above to former customers of the District, with standby customers receiving 10.5% of the amount refunded to the District’s former water service customers.

Title to the Personal Property transferred to the Agency shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. The District shall be responsible for the removal, release or subordination of any undesired liens or other encumbrances affecting the Personal Property, as determined by the Agency. All loans, indebtedness or obligations of the District related to the Personal Property shall remain the loan, indebtedness or obligation of the District after the transfer.

3. Use of Easements and Real Property Dedicated for Public Purposes. The parties acknowledge that the real property upon which the District’s water storage tank is located and the various public utility and access easements relating to the District’s water system (“Real Property”) were statutorily dedicated for public purposes on April 4, 1985 pursuant to the Subdivision Map Act (Government Code section 66410 et seq.), as more particularly described in Exhibit D, which is attached hereto and incorporated herein. The parties acknowledge that the Agency shall enjoy use of the Real Property for the benefit of the public, which includes the District’s customers.

4. Agency’s Duties and Responsibilities. In consideration of the transfer of the Personal Property from the District and the use of the Real Property for public purposes, the Agency agrees to do the following subject to the terms and conditions and in the manner set forth in this Agreement:

A. Accept responsibility for providing treated water service to the District’s service area and its customers as of the date of the recordation by LAFCO of the Certificate of Completion for the dissolution of the District and the effective date of such Dissolution (“Effective Dissolution Date”);

B. Accept the Personal Property from the District and utilize the Real Property for the benefit of the public;

C. Accept responsibility for all water service accounts receivables and District obligations as of the Effective Dissolution Date and as more particularly described in Exhibit E attached hereto and incorporated herein;

D. Accept the responsibility to complete the System Improvements described in Exhibit C; and
E. Pay all expenses and complete all documents and requirements necessary to complete the
dissolution of the District and the transfer of Personal Property from the District,
including Board of Equalization Fees, no later than January 20, 2017.

5. Delivery of Transfer Documents. On a mutually agreeable date but no later than 90 days
after the date first above written, the District shall deliver the following instruments to the Agency:
(i) a bill of sale, duly executed by the District, conveying and assigning to the Agency the Personal
Property described in section 2 above and Exhibit B; and (ii) such other instruments as may be
required to transfer and assign to the Agency the ownership of the Personal Property, and to
acknowledge use by the Agency of the Real Property, and all other matters described herein.

6. District Employees. The parties acknowledge that there will be no transfer of District
employees as part of this Agreement and that the Agency shall assume no responsibility for District
employees, including payment of their salaries, wages, insurance and other benefits.

7. Rules, Rates and Charges. Upon the Effective Dissolution Date, the customers and
landowners of the District shall be part of the Agency’s Central Amador Water Project, and the
customers and landowners of the District shall be subject to the Agency Code and the rates,
charges, assessments, standby charges or assessments and fees currently in effect for the Central
Amador Water Project, including but not limited to participation fees (when applicable under the
Agency Water Code.

8. Instruments of Transfer. The instruments referenced in section 5 above shall be drafted by
the Agency.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of
the successors and assigns of the parties.

10. Entire Agreement. This Agreement is voluntarily entered into by the parties after having
had the opportunity to consult with their respective attorneys. The parties, in entering this
Agreement, do not rely on any inducements, promises, or representations made by each other, their
representatives, or any other person, other than those inducements, promises, and representations
contained in this Agreement. This Agreement represents the entire agreement of the parties.

11. Effective Date. This Agreement shall become effective on the date first above written and
shall remain in effect until mutually terminated by the parties; provided, however, that this
Agreement shall terminate 91 days from the date first above written if the District’s water system
has not been transferred to the Agency by such time period in accordance with section 5 above.

12. Waiver of Rights. Any waiver at any time by either party hereto of its rights with respect to
a breach or default, or any other matter arising in connection with this Agreement, shall not be
deemed a waiver with respect to any other breach, default, or matter.

13. Remedies Not Exclusive. The use by either party of any remedy specified herein for
enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy
of, or limit the application of, any other remedy provided by law.
14. **Section Headings.** The section headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into an interpretation of this Agreement.

15. **Cooperation.** Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

16. **Interpretation of this Agreement.** The parties acknowledge that each party has reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

17. **Termination of District Contracts.** As of the Effective Dissolution Date referenced in section 4 above, the water service agreement with the District dated July 1, 2015 (ratified by the Agency Board of Directors on July 9, 2015) shall be terminated and the District shall be released from any further obligations under them.

**AMADOR WATER AGENCY**

By: ____________________________

Robert Manassero
President, Board of Directors

Attest:

______________________________

Cris L. Thompson
Clerk, Board of Directors

**RABB PARK COMMUNITY SERVICE DISTRICT**

By: ____________________________

Dutch Green
President, Board of Directors

Attest:

______________________________

[Name]
Board Secretary
Exhibit A

Rabb Park CSD

- Voter Precincts
- CSD
EXHIBIT B
PERSONAL PROPERTY TO BE TRANSFERRED
TO THE AMADOR WATER AGENCY

All personal property of the District used in connection with its treated distribution system, including but not limited to water storage tanks, pipelines, meters, equipment, fittings, valves, hydrants, booster pumps and associated building and equipment, services and all appurtenances thereto.
EXHIBIT C
SYSTEM IMPROVEMENTS AND ASSOCIATED COSTS
**RABB PARK CSD**

**PROPOSED RESERVE TRANSFER**

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<th>Item</th>
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| **Fire Hydrant**            |          |            |          |
| 2"FIPX2 1/2" Fire Hose Adpt | 6        | $30        | $180     |
| New Dry Barrel assy         | 1        | $2,275     | $2,275   |
| **Subtotal**                |          |            | $2,455   |
| **tax 8%**                  |          |            | $196.40  |
| Labor 40 hours @ $47/hr     | 40       | $47        | $1,880   |
| **Total**                   |          |            | $4,531   |

| **Storage Tank**            |          |            |          |
| 45,471 Gallon Tank          | 45,471   | $1/gallon  | $45,471.00|
| design/inspection           |          | 15%        | $6,820.65 |
| **Total**                   |          |            | $52,291.65|

**Grand Total**               |          |            | $87,647.29|
EXHIBIT D
REAL PROPERTY AND EASEMENTS TO BE UTILIZED BY
THE AMADOR WATER AGENCY

1. Easements for whatever purpose and wherever located, including but not limited to in streets and public utility easements, rights under encroachment permits and those prescriptive right easements for ingress and egress and for the installation, operation, maintenance, repair, replacement and improvement of pipelines and other water distribution facilities installed in such easements or under such rights, as described in the owner’s certificate dedicating such easements for public purposes and filed on May 9, 1985, in Book 5 of Subdivision Maps at page 35 of the Amador County Recorder’s Office, in order to access the storage tank easement described in (2) below.

2. The storage tank site identified on parcel 033-750-005 as shown in Book 33 of the Assessor’s Map at page 75 of the Amador County Recorder’s Office and further depicted in Book 5 of the Subdivision Maps at page 36 of the Amador County Recorder’s Office.
EXHIBIT E
WATER ACCOUNTS RECEIVABLE AND KNOWN OUTSTANDING DEBTS

The District shall provide this Exhibit and staff will provide during the Board Meeting.
BILL OF SALE

This Bill of Sale is made on this ____ day of ____________________, 2016, in Sutter Creek, California, by and between Amador Water Agency, a public agency (the “Buyer”), and Rabb Park Community Service District (the “Seller”), who agree as follows:

For valuable consideration receipt of which is hereby acknowledged, the Seller hereby sells, assigns, transfers and conveys to the Buyer the personal property described in Exhibit A attached hereto and incorporated herein by this reference (“Personal Property Sale Assets”), together with any warranties and guarantees appertaining thereto. Seller represents and warrants that the Personal Property Sale Assets are free and clear of all encumbrances, liens or charges, that it is the legal owner of the Personal Property Sale Assets, and that it has the right to transfer the same.

The Seller also hereby transfers and assigns to Buyer the water service accounts receivables and financial obligations of Seller listed on Exhibit B attached hereto and incorporated herein by this reference, reserve funds in the amount of $87,650.00, and other monies described in section 2 of the Agreement Between Amador Water Agency and Rabb Park Community Service District Regarding Transfer of Water Service Responsibilities dated August __, 2016 (“Transfer Agreement”).

The Buyer accepts the Personal Property Sale Assets, the Seller’s water service accounts receivable and financial obligations listed on Exhibit B, the reserve funds in the amount of $87,650.00, and other such monies as described in the Transfer Agreement.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as follows:

Attest: Amador Water Agency

By: ________________
Cris L. Thompson
Clerk, Board of Directors

By: ________________
Robert Manassero
President, Board of Directors

Rabb Park Community Service District

Attest: 

By: ________________
Dutch Green
President, Board of Directors

By: ________________
Secretary, Board of Directors

10/D081716kcg
EXHIBIT A

RABB PARK COMMUNITY SERVICE DISTRICT
PERSONAL PROPERTY
TO BE TRANSFERRED
TO THE AMADOR WATER AGENCY

All personal property of the District used in connection with its treated distribution system, including but not limited to water storage tanks, pipelines, meters, equipment, fittings, valves, hydrants, booster pumps and associated building and equipment, services and all appurtenances thereto.
EXHIBIT B
RABB PARK COMMUNITY SERVICE DISTRICT
PAST DUE LIST/WATER ACCOUNTS RECEIVABLE AND FINANCIAL OBLIGATIONS
Will be provided by staff at the Board Meeting
RESOLUTION NO. 2016 - 18

OF THE BOARD OF DIRECTORS OF THE AMADOR WATER AGENCY
APPROVING THE AGREEMENT BETWEEN THE AMADOR WATER AGENCY
AND RABB PARK COMMUNITY SERVICE DISTRICT
FOR THE TRANSFER OF WATER SERVICE RESPONSIBILITIES

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby approves the Agreement with Rabb Park Community Service District, on the terms and conditions contained therein, attached hereto as Exhibit A, and hereby authorizes the President to sign the agreement.

BE IT FURTHER RESOLVED that this Resolution does hereby supersede the water service agreement between Amador Water Agency and Rabb Park Community Service District dated July 1, 2015, as ratified by the Board of Directors on July 9, 2015.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Amador Water Agency at a regular meeting held this 25 day of August 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Signed and approved by me after its passage this __ day of _____________ 2016.

Robert Manassero, President
Board of Directors

Attest:

Cris L. Thompson
Clerk, Board of Directors