AMADOR WATER AGENCY
Board of Directors
Regular Meeting
12800 Ridge Road, Sutter Creek, CA 95685
November 10, 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, some Agenda Items will be heard at a 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
   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
   A. 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. DEPARTMENT REPORTS
   Staff Reports will be provided by Department Heads to update the Board of Directors on current activities within their areas of responsibility.
   A. Administration/Finance
   B. Operations

6. AGENCY GENERAL
   A. GASB Actuarial Valuation
      1. Presentation by Joseph D’Onofrio, of Bartel Associates, LLC
   B. Agency Projects
      1. Update on grant funded projects expenditures and reimbursements

Robert Manassero, President   Gary Thomas, Vice President   Paul Molinelli   Art Toy   Rich Farrington
7. WATER SYSTEMS
   A. Ione Hydro Project
      1. Discussion and possible action to authorize expenditure of $25,000 of the budget from the existing agreement with Nline Energy Inc. for work to further develop the project.
      2. Discussion and possible action to authorize the General Manager to execute the PG&E interconnection agreement.

   B. Sustainable Groundwater Management Act (SGMA)
      1. Discussion and comments regarding the proposed formation of a Joint Powers Authority by the Water Agency, Amador County and JVID to operate a SGMA Groundwater for Sustainability Agency in Amador County (GSA).

   C. State Water Board Draft Flow Objectives for the Sacramento River Delta
      1. Discussion and possible authorization to participate in the State Water Board’s proceedings to revise flow objectives for the Sacramento-San Joaquin Bay-Delta Water Quality Control Plan.

   D. Governor’s Executive Order B-37-16 -Making Conservation a California Way of Life
      1. Discussion and possible action to prepare a letter regarding the Water Agency’s position on the Proposed Long Term Conservation Framework.

8. AGENCY COUNSEL REPORT
   A. Legislative Report
   B. Other Legal Matters

9. 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.

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

11. CLOSED SESSION
    A. Conference with Legal Counsel Pursuant to Government Code Sections 54956.9(a) and (d)(1) -- Existing Litigation - Howard Jarvis Taxpayers Association, et al. v. Amador Water Agency, et al. (Amador Superior Court Case No. 16-CVC-09564/Third District Court of Appeal Case No. C081757).
    B. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(a) -- Pending Litigation- Amador Water Agency v. Lazy Creek Family Trust, et al. (Amador Superior Court Case No. 15-CV-9203).
    C. Conference with Legal Counsel Pursuant to Government Code Section 54956.9 (a) and (d)(2) - Anticipated Litigation- Significant Exposure to Litigation: One Case

12. ADJOURNMENT
AMADOR WATER AGENCY
CONSENT AGENDA

November 10, 2016

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 October 27, 2016
   B. Approval of minutes of the Special Board Meeting of October 27, 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

Robert Manassero, President  Gary Thomas, Vice President  Paul Molinelli  Art Toy  Rich Farrington
AMADOR WATER AGENCY
Board of Directors
Regular Meeting

October 27, 2016

MINUTES

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

Staff Present: Gene Mancebo, General Manager
Damon Wyckoff, Operations Manager
Karen Gish, HR / Office Manager
Tracey Hays, Financial Manager
Erik Christeson, Engineering Supervisor (10:00 a.m.)

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

ADDITIONS TO THE AGENDA – None

PUBLIC COMMENT: Mr. Anders Stenstedt

CONSENT AGENDA ITEMS:

Director Thomas requested to pull the Consent Agenda Item 2.A Accounts Payable for review- President Manassero directed to pull the item for discussion – direction to discuss Engineering Assistance to Personnel Committee (funds expended to Liam Bailey)

MOTION: It was moved by Director Toy, seconded by Director Thomas, and unanimously carried to approve consent agenda 1.A Approval of minutes of the Regular Board Meeting of October 13, 2016, 2.B Miscellaneous Approvals – Approval of Accounts Payable for September, 2016

WATER SYSTEMS (14:47- 55:34)
2006 Certificates of Participation
Presentation regarding the refunding of the 2006 Certificates of Participation by Robert Porr, Senior Vice President, Fieldman Rolapp and Associates
Discussion and possible action to adopt Resolution No. 2016-23, a resolution authorizing the issuance of water revenue refunding bonds and approving the execution and delivery of certain documents in connection therewith (including an indenture of trust, escrow agreement, preliminary official statement, continuing disclosure certificate, and bond purchase agreement), and authorizing certain other matters to implement the refunding presented by Doug Brown, Bond Counsel, Fieldman Rolapp and Associates.

**MOTION:** It was moved by Director Thomas, seconded by Director Toy, and unanimously carried to adopt Resolution No. 2016-23, authorizing the issuance of not to exceed $28,500,000 water revenue refunding bonds and approving the execution and delivery of certain documents in connection therewith and certain other matters.

Water Sales and Production (55:35 – 1:09:16)
Update regarding current water sales and water production
Public Comment: Ms. Cecily Smith, Foothill Conservancy

Governor’s Executive Order B-37-16 –Making Conservation a California Way of Life (1:10:00 – 1:35:16)
Discussion and possible action to prepare a letter regarding the Water Agency’s position on the Proposed Long Term Conservation Framework – direction was given to bring this item back to the November 10, 2016 meeting
Public Comment: Ms. Cecily Smith, Foothill Conservancy

**RECESS** was called at 10:36 a.m.; **SESSION RESUMED** at 10:46 a.m.

Buckhorn Disinfection By-Products Project (1:35:38 – 1:42:01)
Discussion and possible action to authorize the General Manager to execute a contract with Peterson, Brustad Inc. for Construction Management Services

**MOTION:** It was moved by Director Toy, seconded by Director Farrington, and unanimously carried to authorize the General Manager to execute a contract with Peterson, Brustad Inc. for Construction Management Services for the Buckhorn Disinfection By-Products Project

Ione Water Treatment Plant Upgrade Project (1:42:02 – 1:52:30)
Discussion and possible action to authorize the General Manager to execute Amendment 3 to the contract with Peterson, Brustad Inc. for design services for the Ione Water Treatment Plant Upgrade Project

**MOTION:** It was moved by Director Farrington, seconded by Director Thomas, and unanimously carried to authorize the General Manager to execute Amendment 3 to the contract with Peterson, Brustad Inc. for design services for the Ione Water Treatment Plant Upgrade Project

President Manassero moved up project updates to accommodate staff
PROJECT UPDATES (1:52:45 – 2:08:35)

WATER SYSTEMS (2:08:36- 2:16:00)
State Water Board Releases "Draft Flow Objectives for San Joaquin River; Salinity Objectives for the Southern Delta" (2:09:16 – 2:16:00)
Discussion and possible action regarding the State Water Board’s media release

Direction was given to bring this item back to the November 10, 2016 meeting

AGENCY GENERAL (2:16:01 – 2:22:14)
California Disaster Assistance Act (CDAA) Funding for Tree Mortality
Discussion and possible action to authorize staff to apply for funding through Cal OES and the CDAA in order to remove dead trees killed by drought that threaten Agency infrastructure

MOTION: It was moved by Director Thomas, seconded by Director Molinelli, and unanimously carried to authorize staff to apply for funding through Cal OES and the CDAA in order to remove dead trees killed by drought that threaten Agency infrastructure

RECESS WAS CALLED FOR THE SPECIAL MEETING (2:22:15 – 2:29:29)

REGULAR SESSION RESUMED at 11:40 a.m.

CLOSED SESSION was called at 11:41 a.m.
Conference with Legal Counsel Pursuant to Government Code Section 54956.9(a) – Pending Litigation - Amador Water Agency v. Lazy Creek Family Trust, et al. (Amador Superior Court Case No. 15-CV-9203).

Conference with Legal Counsel Pursuant to Government Code Sections 54956.9(a) and (d)(1) - Existing Litigation – Howard Jarvis Taxpayers Association, et al. v. Amador Water Agency, et al. (Amador Superior Court Case No. 16-CVC-09564/Third District Court of Appeal Case No. C081757).

OPEN SESSION RESUMED at 12:04 p.m. with nothing to report

COMMITTEE REPORTS (2:33:00 – 2:45:57)
Engineering Committee (10-20-16)
Fire Protection Committee (10-25-16)

GENERAL MANAGER'S REPORT (2:45:58 – 2:47:22)
ASSISTANT GENERAL MANAGER’S REPORT - none

BOARD OF DIRECTOR DISTRICT REPORTS, COMMITTEE REPORTS AND DIRECTOR COMMENTS (2:47:47-2:50)

FUTURE AGENDA TOPICS (1:27:27-1:28:29)
Governor’s Executive Order B-37-16
State Water Board Releases “Draft Flow Objectives for San Joaquin River; Salinity Objectives for the Southern Delta”
Engineering Staffing

ADJOURNMENT
President Manassero adjourned the meeting at 12:19 p.m.

______________________________
Cris Thompson
Clerk of the Board of Directors
Approved: ________________________
AMADOR WATER AGENCY BOARD OF DIRECTORS
Special Board Meeting
October 27, 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
Damon Wyckoff, Operations Manager
Karen Gish, HR / Office Manager

CALL TO ORDER  President Manassero called the Special Board meeting to order at
11:30 a.m. (2:22:15)

AGENCY GENERAL
Discussion and possible approval for contract amendment with Leaf and Cole regarding
auditing service

MOTION: It was moved by Director Toy, seconded by Director Thomas, and unanimously
carried to approve the contract amendment with Leaf and Cole

ADJOURNMENT- President Manassero adjourned the meeting at 11:39 a.m. (2:29:29)

Cris L. Thompson
Clerk of the Board of Directors

Approved:

Special Board Meeting
September 21, 2016
Page 1
ADMINISTRATION DEPARTMENT REPORT

Customer Service/Human Resources:

- The 2016/2017 (7/1/16-6/30/17) Safety Statistics for Agency staff are:
  - Lost time worker’s comp incident: 1 (date of last incident: 9/7/16)
  - Other Worker Comp incident: 2 (date of last incident: 9/30/16)
  - First Aid incident: 0
  - Avoidable vehicle accident: 0
  - Unavoidable vehicle accident: 0
- Training: Karschner/Bates Conference; M Thompson/Caspary Confined Space Training
- Certifications/Renewals: Capspary-G1 WW; Hutchison-CWEA Membership
- Staffing: Larson Separated; Tamantini promoted to Distribution III vacancy; Hess promoted to Distribution II vacancy; Utility 1 currently vacant.
- Liens filed: None
- Liens Released: 2 - $2299.57
- Total Liens filed for the Agency: 291- total dollar amount $506,603
- Springbrook: Continue to work on miscellaneous issues.

Finance/Accounting:

Water Sales Revenues through the month of October are $2,741,825

Wastewater Sales Revenues through the month of October are $511,282

The Change in total cash from September to October is due to the difference of the settlement payment of $600,000 and debt service payments totaling $26,333 and grant funds received

Year to date Operating and Non-Operating Revenue exceeded Expenses by $593,398

Grant Reimbursements received: $642,430 final GSL funds, $25,000 Amador County for generator

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Prepared by: Karen Gish – HR / Office Manager

Tracey Hays – Finance Manager
Operations Report

Covering October 1st – October 31st, 2016

Operations Manager:
1. Prepared the Hazard Tree Removal plan and application for Cal OES Funding. On-going attendance and participation in the Tree Mortality Core Planning Group meetings.
2. Continued work toward developing the formation of a Groundwater Sustainability Agency (GSA) in Amador County to comply with the Sustainable Groundwater Management Act (SGMA)
3. Coordinated clean-up work with Cal-Fire Crews and the Amador Fire Protection District of the Agency property at 27064 Oak Leaf Court in Pioneer
4. Met with the Amador County School District (Ione Elementary) and the Ione Public Cemetery to discuss options for raw water connections to their facilities.
5. Met with the new owners of the Mace Meadows Golf Course to ensure timely disposal of the Buckhorn WTP's Backwash water on the Golf Course. Directed Water Treatment Plant staff to turn on the existing Backwash Recycle Skid at Buckhorn.

Admin Assist III:
2. Boil Release calls Camanche Power outage
3. Attended Fire Protection Committee meeting
4. Working on incorporating Rabb Park's regulatory compliance sampling into the CAWP schedule.

Water Treatment Plants:
1. Operators are replacing membranes on the Backwash Recycle skid at Buckhorn plant. Recycling of the backwash water will begin in November.
2. Sewer flow meter for the Ione Backwash tanks has failed. Warranty repair being completed by Auburn Construction (Ione backwash recycle project).

Wastewater:
1. Septic tank inspections on-going.
2. Continued to monitor Pond 7 at Mace Meadows Golf Course. Working with new owners to keep pond level in compliance with waste discharge order.
3. In process of completing all annual sampling.
4. Continued work on identifying and correcting inflow and infiltration issues in all systems.

Engineering
1. Agency Projects:
   a. CDBG: Environmental and engineering
   b. GSL: Tree replanting
   c. Ione WTP Expansion: Incorporation of Taste and Odor issues.
   d. New York Ranch Rd Intersection: Project management, construction, inspection
   e. Buckhorn WTP DBP & Recycling: Project management, financing agreement conditions incorporation
Lake Camanche Tank 9 & Intertie: Project management, financing agreement conditions implementation

2. Developer Projects:
   a. Gold Quartz: Plan management
   b. Wildflower Units 4 & 5: Construction management and inspection
   c. Castle Oaks 4 & 7: Construction management and inspection
   d. Dollar General Pioneer: Project management
   e. ARCO: Project management

Electrical:
1. Failures:
   a. Gravity Supply Line Regulator- communications failure. Firmware upgrades to be completed in November.
   b. Jackson Pines Lift Station #2 - battery charger replaced
   c. Camanche Well #9 - Flow meter failure - repairs in progress
   d. Camanche Shop - back up batteries for uninterruptable power sources replaced.
   e. Camanche Well #12 Generator failure - back up portable generator installed while minor repairs were completed.
   f. Jackson Pines WW Lift Station #1 - Dc voltage converter failed for Sensaphone and was replaced.
   g. Tanner shop alarm system battery failed. Batteries were replaced.
2. Tanner Hydro generator #2 - warranty replacement generator has been ordered and will arrive in 3-4 weeks.

Construction:
1. Installed 2” pressure reducing valve off of a 12” Transmission line to Tank A/B and ran 200 feet of 2” line to suction side of Guili pump station for fire flow demands.
2. Fabricated and welded new discharge piping off of Well 9 in Camanche.
3. Repaired service line leak on Quail Ct. (3 gpm, lone)
4. Repaired leak on 3” steel water main on S. Amador Street (.5 gpm, lone)
5. Dug drainage ditch along front of property at Tank A/B to keep water off neighbor’s property.
6. Converted 2 portable generators to stationery at Tanner Plant and Mt Crossman pump station.

Distribution:
1. Service line leak repairs:
   a. Quail Ct. (3gp, lone)
   b. Deadwood Ct. (20 gpm, Pioneer)
2. Main Break repairs:
   a. Foothill and Kelso (5gpm, lone)
   b. S. Amador (.5 gpm, lone)
3. McKenzie Tank leak repair (2gpm, CAWP)
4. Fire Hydrant repair (Red Corral, Pioneer)
5. Castle Oaks unit 7 tie in at Shakely Lane
6. Completed Well 9 rehabilitation and sampling. Well put back in service (Camanche)

Canal:
1. Berm Leak Repairs:
   a. Mile Marker 10.50 (5gpm, W. Clinton Rd)
2. Canal cleaning at Mile Marker 10.50-13.25 (Pioneer Dr)
3. Downed tree removal at Mile Marker 4.50 (Lower canal Ridge Frontage Rd.)

Prepared by: Damon Wyckoff, Operations Manager
STAFF REPORT

Actuarial Valuation Presentation

Requested Action:
No requested action, presentation only

Background:
The Agency is required under Governmental Accounting Standards Board Statement No. 45 (GASBS 45) to have an actuarial valuation prepared for the retiree medical plan every three years. The Agency retained Bartel Associates to prepare an actuarial valuation as of June 30, 2016. This valuation provided a calculation of the Agency's obligations under the plan and the financial statement expense for the 2015/16 and 2016/17 fiscal years. GASBS 45 will be replaced by a new accounting standard, GASBS 75, starting with the Agency's 2017/18 fiscal year. GASBS 75 will require the Agency to have an actuarial valuation prepared every two years.

Alternatives: There are no alternatives recommended
Fiscal Impact: None
Reviewed by Committee: No
Recommendation: None – presentation only
Prepared by: Cris L. Thompson, Assistant General Manager
AMADOR WATER AGENCY
RETIREE HEALTHCARE PLAN

June 30, 2016 Actuarial Valuation
Board Summary

Bartel Associates, LLC
Joseph R. D’Onofrio
November 10, 2016

CONTENTS

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefit Summary</td>
<td>1</td>
</tr>
<tr>
<td>Funding Policy</td>
<td>4</td>
</tr>
<tr>
<td>Participants</td>
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</tr>
<tr>
<td>Valuation Results</td>
<td>6</td>
</tr>
<tr>
<td>Assumptions</td>
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</tr>
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</table>
### BENEFIT SUMMARY

| Tier 1 | • Age 50 with 5 years of service and did not elect Tier 2   
|        | • Agency pays the amount specified in MOU for actives:   
|        | > 100% of the retiree-only premium up to the Anthem Advantage PPO retiree-only premium   
|        | > 87.5% of the additional premium for 2-party or family coverage for spouse and dependents at retirement up to the Anthem Advantage PPO premium   
|        | • Duration of Agency Payment   
|        | > Lifetime benefit   
|        | **Hired ≤ 11/1/2004**   
|        | Did not elect Tier 2   |
| Tier 2 | • Age 50 with 10 years of service   
|        | • Agency pays a percentage of the premium for the coverage elected up to the Anthem Advantage PPO premium:   
|        | > 50% after 10 years of service increasing by 5% for each additional year of service, reaching 100% after 20 years of service   
|        | **Hired > 11/1/2004**   
|        | **Hired ≤ 11/1/2004**   
|        | & Elected Tier 2   |

(Continued)

| Tier 2 | • For retirees with 20 years of Agency service, Agency pays:   
|        | > 100% of the retiree-only premium up to the Anthem Advantage PPO retiree-only premium   
|        | > 90% of the additional premium for 2-party or family coverage for spouse and dependents at retirement up to the Anthem Advantage PPO premium   
|        | • Duration of Agency payment:   
|        | > Hired < 8/1/14 - Lifetime benefit   
|        | > Hired ≥ 8/1/14 - Agency contribution stops for retiree and dependents when retiree is eligible for Medicare   |
| Grandfathered Retirees | • Some retirees were grandfathered when the Agency changed healthcare providers from CalPERS PEMHCA to ACWA/JPIA and are not subject to the Anthem Advantage PPO cap   |
| Surviving Spouse Benefit | • Retiree benefit paid to surviving spouse of retiree and to spouse of active employee who died while eligible to retire   |
**Benefit Summary**

- **Implied Subsidy**
  - Retirees pay blended medical premiums rather than expected medical costs by age and gender
  - Active premiums subsidize non-Medicare eligible retiree medical costs ("implied subsidy")

**Retiree Medical Cost**

- Implied subsidy required by Actuarial Standards of Practice for actuarial valuations after 3/31/15

**Funding Policy**

- **Funding Policy**
  - Benefit payments made from Agency assets
  - No current prefunding in OPEB trust

- **Pay-As-You-Go Contributions**
  - Fiscal Year: Agency PayGo
    - 2015/16: $187,000
    - 2014/15: 171,000
    - 2013/14: 152,000
PARTICIPANTS

Participants

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1 From prior actuary’s June 1, 2013 actuarial valuation report.

November 10, 2016

VALUATION RESULTS

Actuarial Obligations
(Amounts in 000’s)

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November 10, 2016
## Estimated Actuarial Gains & Losses (Amounts in 000's)

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<td>6/30/13 Actuarial Accrued Liability</td>
<td>$6,421</td>
</tr>
<tr>
<td>6/30/15 Expected Actuarial Accrued Liability</td>
<td>7,714</td>
</tr>
<tr>
<td>Assumption Changes</td>
<td></td>
</tr>
<tr>
<td>· Discount rate (4.50% to 4.00%)</td>
<td>875</td>
</tr>
<tr>
<td>· Mortality improvement (longer life expectancy)</td>
<td>1,110</td>
</tr>
<tr>
<td>· Medical trend (4.0% to 5.0% but higher for a few years)</td>
<td>1,388</td>
</tr>
<tr>
<td>· Salary increase (2.75% to 3.25% plus merit pay increases)</td>
<td>(327)</td>
</tr>
<tr>
<td>· Excise tax (2% Cadillac tax cash subsidy load)</td>
<td>199</td>
</tr>
<tr>
<td>Other Changes</td>
<td>(832)</td>
</tr>
<tr>
<td>Total Changes</td>
<td>2,413</td>
</tr>
<tr>
<td>6/30/15 Cash Subsidy Actuarial Accrued Liability</td>
<td>10,127</td>
</tr>
<tr>
<td>Implied Subsidy (Active premiums subsidize retiree cost)</td>
<td>931</td>
</tr>
<tr>
<td>6/30/15 Actuarial Accrued Liability</td>
<td>11,058</td>
</tr>
</tbody>
</table>

2 Includes changes in participants, plan provisions, and other assumptions.

---

## Annual Required Contribution (ARC)

2015/16 Fiscal Year - 4.00% Discount Rate (Amounts in 000's)

<table>
<thead>
<tr>
<th>Annual Required Contribution</th>
<th>Cash Subsidy</th>
<th>Implied Subsidy</th>
<th>Total Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Required Contribution - $</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Normal Cost</td>
<td>$389</td>
<td>$53</td>
<td>$442</td>
</tr>
<tr>
<td>· UAAL Amortization</td>
<td>403</td>
<td>39</td>
<td>442</td>
</tr>
<tr>
<td>· Total ARC</td>
<td>792</td>
<td>91</td>
<td>884</td>
</tr>
<tr>
<td>Projected Payroll</td>
<td>2,666</td>
<td>2,666</td>
<td>2,666</td>
</tr>
<tr>
<td>Annual Required Contribution - %</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Normal Cost</td>
<td>14.6%</td>
<td>2.0%</td>
<td>16.6%</td>
</tr>
<tr>
<td>· UAAL Amortization</td>
<td>15.1%</td>
<td>1.4%</td>
<td>16.6%</td>
</tr>
<tr>
<td>· Total ARC</td>
<td>29.7%</td>
<td>3.4%</td>
<td>33.2%</td>
</tr>
</tbody>
</table>
### Benefit Payment Projection
(Amounts in 000’s)

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Cash Subsidy</th>
<th>Implied Subsidy</th>
<th>Total Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current Actives</td>
<td>Current Retirees</td>
<td>Total Cash</td>
</tr>
<tr>
<td>2016/17</td>
<td>9</td>
<td>193</td>
<td>202</td>
</tr>
<tr>
<td>2017/18</td>
<td>27</td>
<td>200</td>
<td>227</td>
</tr>
<tr>
<td>2018/19</td>
<td>48</td>
<td>197</td>
<td>245</td>
</tr>
<tr>
<td>2019/20</td>
<td>71</td>
<td>197</td>
<td>268</td>
</tr>
<tr>
<td>2020/21</td>
<td>88</td>
<td>196</td>
<td>284</td>
</tr>
<tr>
<td>2021/22</td>
<td>117</td>
<td>199</td>
<td>316</td>
</tr>
<tr>
<td>2022/23</td>
<td>148</td>
<td>195</td>
<td>343</td>
</tr>
<tr>
<td>2023/24</td>
<td>171</td>
<td>201</td>
<td>372</td>
</tr>
<tr>
<td>2024/25</td>
<td>197</td>
<td>203</td>
<td>400</td>
</tr>
</tbody>
</table>

### Contribution and Unfunded Liability Projection
4.00% Discount Rate
(Amounts in 000’s)

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Actuarial Contribution</th>
<th>Agency Contribution</th>
<th>UAAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NC</td>
<td>Amort Pmt</td>
<td>ARC</td>
</tr>
<tr>
<td>2016</td>
<td>442</td>
<td>$884</td>
<td>2,666</td>
</tr>
<tr>
<td>2017</td>
<td>457</td>
<td>840</td>
<td>2,753</td>
</tr>
<tr>
<td>2018</td>
<td>436</td>
<td>529</td>
<td>2,842</td>
</tr>
<tr>
<td>2019</td>
<td>434</td>
<td>577</td>
<td>2,934</td>
</tr>
<tr>
<td>2020</td>
<td>433</td>
<td>629</td>
<td>3,030</td>
</tr>
<tr>
<td>2021</td>
<td>431</td>
<td>686</td>
<td>3,128</td>
</tr>
<tr>
<td>2022</td>
<td>429</td>
<td>749</td>
<td>3,230</td>
</tr>
<tr>
<td>2023</td>
<td>428</td>
<td>817</td>
<td>3,335</td>
</tr>
<tr>
<td>2024</td>
<td>427</td>
<td>892</td>
<td>3,443</td>
</tr>
<tr>
<td>2025</td>
<td>428</td>
<td>974</td>
<td>3,555</td>
</tr>
</tbody>
</table>
### CERBT OPEB Trust Prefunding Sensitivity

**June 30, 2016**

(Amounts in 000's)

<table>
<thead>
<tr>
<th>Investment Strategy</th>
<th>CERBT #1 7.25%</th>
<th>CERBT #2 6.75%</th>
<th>CERBT #3 6.25%</th>
<th>PayGo 4.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Present Value of Benefits</td>
<td>$8,340</td>
<td>$9,109</td>
<td>$9,994</td>
<td>$16,105</td>
</tr>
<tr>
<td>Funded Status 6/30/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Actuarial Accrued Liability</td>
<td>6,675</td>
<td>7,157</td>
<td>7,696</td>
<td>11,058</td>
</tr>
<tr>
<td>Actuarial Value of Assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Unfunded AAL</td>
<td>6,675</td>
<td>7,157</td>
<td>7,696</td>
<td>11,058</td>
</tr>
<tr>
<td>ARC 2015/16</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Normal Cost</td>
<td>197</td>
<td>221</td>
<td>250</td>
<td>442</td>
</tr>
<tr>
<td>UAAL Amortization</td>
<td>391</td>
<td>397</td>
<td>404</td>
<td>442</td>
</tr>
<tr>
<td>Total ARC</td>
<td>589</td>
<td>618</td>
<td>654</td>
<td>884</td>
</tr>
<tr>
<td>ARC % of Payroll</td>
<td>22.1%</td>
<td>23.2%</td>
<td>24.5%</td>
<td>33.2%</td>
</tr>
</tbody>
</table>

*Bartel Associates is not an investment advisor and cannot recommend specific OPEB trusts. CERBT funds are shown for illustrative purposes only.

*27-year amortization of Unfunded AAL.*
## ASSUMPTIONS

<table>
<thead>
<tr>
<th>Assumption</th>
<th>Prior Actuary June 1, 2013 Valuation</th>
<th>Bartel Associates June 30, 2016 Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount Rate</td>
<td>- 4.50% annually</td>
<td>- 4.00% annually</td>
</tr>
<tr>
<td></td>
<td>- Benefit payments made from Agency assets</td>
<td>- Benefit payments made from Agency assets</td>
</tr>
<tr>
<td>Medical Trend</td>
<td>- 4.00% annually</td>
<td>Calendar Increase from Prior Year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year Non-Medicare Medicare</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016 Premiums 7.2%*</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2016 Premiums</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2017 Premiums 6.5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2017 Premiums 6.0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2018 Premiums 5.5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2019 Premiums 5.0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2018 Premiums 6.7%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2019 Premiums 6.1%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2020 Premiums 5.6%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2020 Premiums 5.0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2021+ Premiums 5.0%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Medicare eligible premiums available and used for 2017 except for Kaiser Senior Advantage</td>
<td></td>
</tr>
</tbody>
</table>

## ASSUMPTIONS

<table>
<thead>
<tr>
<th>Assumption</th>
<th>Prior Actuary June 1, 2013 Valuation</th>
<th>Bartel Associates June 30, 2016 Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>- Mortality Improvement Scale MP-2014 modified to converge to ultimate mortality improvement rates in 2022</td>
</tr>
<tr>
<td>Participation at Retirement</td>
<td>- 100%</td>
<td>- Actives &amp; surviving spouse:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Participating - 100%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Waived (buyback) - 80%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Retirees &amp; surviving spouse:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Participating - 100%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Waived - n/a</td>
</tr>
<tr>
<td>PPACA Excise Tax</td>
<td>- n/a</td>
<td>- 2% load on cash subsidy</td>
</tr>
</tbody>
</table>
STAFF REPORT

Ione Hydroelectric Project
NLine Energy, Inc. Contract Expenditure Authorization

Requested Action:
Discussion and possible action to authorize the expenditure of funds from the existing agreement with Nline Energy Inc. for work to support further development of the Ione Hydroelectric Project including supporting the Interconnection Application process, Equipment Pre-Purchase Support Services, Grant Administration Support and Project Management at a cost not to exceed $25,000.

Background:
In February 2016, the Amador Water Agency board authorized Staff to amend an agreement with consultant, NLine Energy, Inc. (NLine Energy), to support the development of the Ione Hydroelectric project. Staff is seeking authorization to release an additional $25,000 of the previously amended contract to further the development of this project.

Work completed to date is as follows:
- Submitted and secured an Interconnection Application to PG&E to connect the Ione Hydroelectric station to the grid. The application was submitted in May 2016 and final interconnection approval was received in August 2016
- Completed an environmental study to comply with the requirements of the California Environmental Quality Act (CEQA) and Project Management activities. The Initial Study/Mitigated Negative Declaration was drafted and provided to the public for their review in August 2016. The Notice of Determination of filed with the Amador County Clerk in September 2016.
- Submitted a grant application to the California Energy Commission Electric Program Investment Charge (EPIC) Program in August 2016 for additional project funding. The project for award at is $750,000. The award
agreement will be presented at the CEC Business Meeting on December 14, 2016 for formal approval with an anticipated start date of February 2017.

- Prepared and filed an application for a Qualifying Conduit Facility Notice of Intent with the Federal Energy Regulatory Commission (FERC). Application was filed in August 2016. FERC provided notice in October 2016 that the site meets the qualifying criteria as a Qualifying Conduit Facility.
- Supported submittal of a loan application to the California Energy Commission for funding of the project. The loan application was submitted in October 2016. Notice on the loan approval is expected in early 2017.

Additional tasks to be completed include completing work on the PG&E Interconnection, continue support of the project design, administrative support of CEC EPIC grant and associated project management. A summary of previous and existing contract for this project is summarized below.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Project Start Date</th>
<th>Project End Date</th>
<th>Tasks</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I</td>
<td>Mar 2014</td>
<td>May 2015</td>
<td>50% Design Report, Plans and Specs; Draft CEQA IS/MND and Project Management</td>
<td>$116,000</td>
</tr>
<tr>
<td>Phase II-A</td>
<td>Feb 2016</td>
<td>Oct 2016</td>
<td>Interconnection Application, FERC QCF NOI, Final CEQA IS/MND and Project Management</td>
<td>$77,500</td>
</tr>
<tr>
<td>Phase II-B</td>
<td>Nov 2016</td>
<td>Feb 2017</td>
<td>Completing work on PG&amp;E Interconnection, continue support of the project design, administrative support of CEC EPIC grant, and Project Management</td>
<td>$25,000</td>
</tr>
<tr>
<td>(PROPOSED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phase II-C</td>
<td>Feb 2017</td>
<td>Dec 2017</td>
<td>90% Design Plans &amp; Specs including Geotechnical Investigation; Final Design Plans &amp; Specs; Equipment Pre-purchase Services; Regulatory Support Services; Engineering Services During Construction; and Startup &amp; Commissioning; and Project Management</td>
<td>$228,000</td>
</tr>
<tr>
<td>(FUTURE)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$446,500</td>
</tr>
</tbody>
</table>

If the Board does not approve additional funding for the project, NLine Energy will not have funding to support further development of the project. There are pending Interconnection and EPIC Grant administrative tasks that need to be
completed in the next couple of months. These tasks are crucial to keep project development on schedule. Failure to complete these tasks may result in project delays and CEC grant funding and may be jeopardized. The costs above do not include $100,000 in grant related administrative costs and $44,000 in construction environmental mitigations. A full project cost accounting will be presented in March 2017, to include funds spent to date as well as CEC EPIC grant costs.

**Alternatives:**

The Board could decide to not authorize $25,000 in additional funding to NLine Energy, Inc to complete the PG&E Interconnection Application work, continued administrative support of the project design, and CEC EPIC grant administration.

**Fiscal Impact:**

$25,000

**Reviewed by Committee:**

Yes, Discussed in the Engineering Committee

**Recommendation:**

Board Authorization for the expenditure of funds from the existing agreement with Nline Energy Inc. for work to support further development of the Ione Hydroelectric Project including supporting the Interconnection Application process, Equipment Pre-Purchase Support Services, Grant Administration Support and Project Management at a cost not to exceed $25,000.

**Prepared by:**

Damon Wyckoff, Operations Manager
Requested Action:

Discussion and possible authorization to General Manager to execute, on behalf of the Agency, the PG&E Interconnection Agreement for the lone Hydroelectric Project, and initiate a deposit to PG&E as part of the Special Facilities Agreement.

Background:

The proposed lone Small Hydroelectric Project will install a 448 kW hydroelectric facility at the Agency's lone Reservoir. An in-conduit turbine generator (Pelton Wheel) will be connected to the existing raw water infrastructure that currently discharges into the lone Reservoir in order to generate power from water flowing from a higher elevation in the Agency's lone Transmission Line to a lower elevation into the reservoir, thereby taking advantage of currently wasted energy (pressure). Newly constructed facilities will include the following:

- 448 kW capacity in-conduit turbine generator
- 525 square foot Metal powerhouse building
- Approx. 0.5 miles of 12 kv underground power line
- Associated reservoir discharge piping.

This project proposes to put generated power from the hydroelectric turbine onto the PG&E grid.

An interconnection agreement is the contractual and physical means to provide generation to the PG&E grid. The process begins with the submission of an interconnection application to PG&E for review and consideration. The Interconnection Application of the lone Hydroelectric Station was submitted in May 2016 by NLine Energy, Inc. (NLine Energy) on behalf of the Agency. Initial response from PG&E indicated that additional review was warranted. On August 8, 2016, NLine Energy was informed that the site passed review and PG&E provided a cost estimate to install the necessary infrastructure to interconnect the
proposed project to the PG&E grid. NLine Energy consulted with PG&E to validate cost estimates. PG&E Interconnection cost estimates are currently at $167,750, which includes PG&E-related facility improvement fees, as well as an Income Tax Component of Contribution (ITCC) tax of 22-percent. Additionally, there is a monthly cost-of-ownership charge of $825-month (estimate) to maintain the interconnection facilities as well as cover any replacement costs. This monthly cost-of-ownership charge could be paid in one lump sum ($130,000) if the Agency chooses to do so, this would increase the one-time interconnection costs to $297,750.

PG&E drafted an Interconnection Agreement for Agency signature. The signed agreement is to be provided to PG&E on or before December 15, 2016. The signed agreement does not financially obligate the Agency at this time and will ensure the project continues in the interconnection development process. Next steps in the interconnection development process are:

- Following receipt of signed Interconnection Agreement. PG&E will issue an Estimating Advance (Deposit request) to the Agency of $20,000. There is no hard deadline for payment. The Estimating Advance is required for PG&E to begin finalizing interconnection construction costs.
- Upon completion of final cost estimate, PG&E will tender a Special Facilities Agreement and funding request letter for the final cost estimate for interconnection construction costs less the $20,000 Estimating Advance previously paid.
- PG&E begins planning for construction activities following receipt of the interconnection payment.

**Alternatives:**

The Board could decide to reject the authorization for the General Manager to sign on behalf of the Agency the PG&E Interconnection Agreement for the lone Hydroelectric Project. If the Board chooses to not authorize the General Manager to sign on behalf of the Agency the PG&E Interconnection Agreement for the lone Hydroelectric Project, PG&E will cancel project and remove it from the interconnection queue. Continued development of the project will require preparation and submittal of a new Interconnection Application. There is a risk that interconnection costs could increase, resulting in overall higher project costs. Also, delays to the project could be five months or more.

**Fiscal Impact:**

Some staff time and support by NLine Energy per their existing agreement with the Amador Water Agency to support the interconnection of the lone Hydroelectric project.
Reviewed by Committee:

No

Recommendation:

Authorization for the General Manager to execute the PG&E Interconnection Agreement, on behalf of the Agency, and initiate a deposit to PG&E as part of the Special Facilities Agreement.

Prepared by:

Damon Wyckoff, Operations Manager
This Generating Facility Interconnection Agreement for Non-Export Generating Facilities (Agreement) is entered into by and between Amador Water Agency, a Governmental Agency (Producer), and Pacific Gas and Electric Company (PG&E), a California Corporation. Producer and PG&E are sometimes also referred to in this Agreement jointly as "Parties" or individually as "Party." In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

1. SCOPE AND PURPOSE

This Agreement provides for Producer to interconnect and operate a Non-Export Generating Facility in parallel with PG&E's Distribution System to serve the electrical loads connected to the electric service account that PG&E uses to interconnect Producer's Generating Facility (or, where permitted under Section 218 of the California Public Utilities Code (PUC), the electric loads of an on-site or neighboring party lawfully connected to Producer's Generating Facility through Producer's circuits).

2. SUMMARY AND DESCRIPTION OF PRODUCER'S GENERATING FACILITY

2.1. A description of the Generating Facility, including a summary of its significant components and a single-line diagram showing the general arrangement of how Producer's Generating Facility and loads are interconnected with PG&E's Distribution System, are attached to and made a part of this Agreement. (Supplied by Producer as Appendix A).

2.2. Generating Facility identification number: 60H317541 (Assigned by PG&E).

2.3. Producer's electric service account number: ______________ (Assigned by PG&E).

2.4. Name and address used by PG&E to locate the electric service account used to interconnect the Generating Facility with PG&E's Distribution System:

   Name: Amador Water Agency
   Address: ______________
   City/Zip Code: Ione, CA 95640

2.5. The Gross Nameplate Rating of the Generating Facility is: 447.6 kW.

2.6. The Net Nameplate Rating of the Generating Facility is _____ kW.

2.7. The expected annual energy production of the Generating Facility is ______ kWh.

2.8. For the purpose of securing the Competition Transition Charge exemption available under Section 372 of the California Public Utilities Code (PUC), Producer hereby declares that the Generating Facility does/does not meet the requirements for Cogeneration as such term is used in Section 216.6 of the California Public Utilities Code.
2.9. The Generating Facility's expected date of Initial Operation is October 1, 2017.

The expected date of Initial Operation shall be within two years of the date of this Agreement.

3. DOCUMENTS INCLUDED; DEFINED TERMS

3.1. This Agreement includes the following exhibits which are specifically incorporated herein and made a part of this Agreement.

Appendix A- Description of Generating Facility and Single-Line Diagram (Supplied by Producer).
Appendix B- Copies of Rules 2 and 21 and other selected rules and tariffs of PG&E (Supplied by PG&E).
Appendix C- A Copy of PG&E's Agreement for Installation of Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation and/or Electrical Standby Service (Form 79-280) (Special Facility Agreement), if applicable, (Formed by the Parties).

3.2. When initially capitalized, whether in the singular or in the plural, the terms used herein shall have the meanings assigned to them either in this Agreement or in PG&E’s Rule 21, Section C.

4. TERM AND TERMINATION

4.1. This Agreement shall become effective as of the last date entered in Section 16, below. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

(a) The Parties agree in writing to terminate the Agreement.

(b) Unless otherwise agreed in writing by the Parties, at 12:01 A.M. on the day following the date the electric service account through which Producer's Generating Facility is interconnected to PG&E’s Distribution System is closed or terminated.

(c) At 12:01 A.M. on the 61st day after Producer or PG&E provides written Notice pursuant to Section 9 below to the other Party of Producer's or PG&E's intent to terminate this Agreement.

4.2. Producer may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for any reason. PG&E may elect to terminate this Agreement pursuant to the terms of Section 4.1(c) for one or more of the following reasons:

(a) A change in applicable rules, tariffs, and regulations, as approved or directed by the Commission, or a change in any local, state or federal law, statute or regulation, either of which materially alters or otherwise affects
PG&E’s ability or obligation to perform PG&E’s duties under this Agreement; or,

(b) Producer fails to take all corrective actions specified in PG&E’s Notice that Producer’s Generating Facility is out of compliance with the terms of this Agreement within the time frame set forth in such Notice; or,

(c) Producer fails to interconnect and operate the Generating Facility per the terms of this Agreement prior to 120 days after the date set forth in Section 2.9, above, as the Generating Facility’s expected date of Initial Operation; or,

(d) Producer abandons the Generating Facility. PG&E shall deem the Generating Facility to be abandoned if PG&E determines, in its sole opinion, the Generating Facility is non-operational and Producer does not provide a substantive response to PG&E Notice of its intent to terminate this Agreement as a result of Producer’s apparent abandonment of the Generating Facility affirming Producer’s intent and ability to continue to operate the Generating Facility.

4.3. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission’s rules and regulations, an application to terminate this Agreement.

4.4. Any agreements attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. GENERATING FACILITY, OPERATION AND CERTIFICATION REQUIREMENTS

5.1. The electric power produced by Producer’s Generating Facility shall be used solely to serve electrical loads connected to the electric service account that PG&E uses to interconnect Producer’s Generating Facility (or, where permitted under Section 218 of the PUC, the electric loads of an on-site or neighboring party lawfully connected to Producer’s Generating Facility through Producer’s circuits). Producer shall attempt in good faith to regulate the electric power output of Producer’s Generating Facility so as to prevent the flow of electric energy from the Generating Facility to PG&E’s electric system. Unless otherwise agreed upon in writing by the Parties, this Agreement does not provide for, nor otherwise require PG&E to receive, purchase, transmit, distribute, or store the electrical power produced by Producer’s Generating Facility.

5.2. If Producer declares that its Generating Facility meets the requirements for Cogeneration as such term is used in Section 216.6 of the PUC (or any successor definition of Cogeneration) (Cogeneration Requirements), Producer warrants that, beginning on the date of Initial Operation and continuing throughout the term of this Agreement, its Generating Facility shall continue to meet such Cogeneration Requirements. If Producer becomes aware that its Generating Facility has ceased to meet the Cogeneration Requirements, Producer shall promptly provide PG&E with Notice of such change pursuant to Section 9.1 below. If at any time during the term of this Agreement PG&E determines in its sole discretion that Producer's
Generating Facility may no longer meet the Cogeneration Requirements, PG&E may require Producer to provide evidence that its Generating Facility continues to meet the Cogeneration Requirements within 15 business days of PG&E's request for such evidence. Additionally, PG&E may periodically (typically, once per year) inspect Producer's Generating Facility and/or require documentation from Producer to monitor the Generating Facility's compliance with Section 216.6 of the PUC. If PG&E determines in its sole judgment that Producer either failed to provide evidence in a timely manner or that it provided insufficient evidence that its Generating Facility continues to meet the Cogeneration Requirements, then the Cogeneration status of the Generating Facility shall be deemed ineffective until such time as Producer again demonstrates to PG&E's reasonable satisfaction that the Generating Facility meets the requirements for a Cogeneration facility (the Status Change).

5.2.1. PG&E shall revise its records and the administration of this Agreement to reflect the Status Change and provide Notice to Producer of the Status Change pursuant to Section 9.1 below. This Notice shall specify the effective date of the Status Change. This date shall be the first day of the calendar year for which PG&E determines in its sole discretion that the Generating Facility first ceased to meet the Cogeneration Requirements. PG&E's Notice shall include an invoice for Competition Transition Charges (CTCs) that were not previously billed during the period between the effective date of the Status Change and the date of the Notice in reliance upon Producer's representations that the Generating Facility complied with the Cogeneration Requirements and therefore was eligible for the exemption from CTCs available under Section 372 of the PUC.

5.2.2. Any amounts to be paid or refunded by Producer, as may be invoiced by PG&E pursuant to the terms of this Section 5.2, shall be paid to PG&E within 30 days of Producer's receipt of such invoice.

6. INTERCONNECTION FACILITIES

6.1. Producer and/or PG&E, as appropriate, shall provide Interconnection Facilities that adequately protect PG&E's Distribution System, personnel, and other persons from damage or injury, which may be caused by the operation of Producer's Generating Facility.

6.2. Producer shall be solely responsible for the costs, design, purchase, construction, operation, and maintenance of the Interconnection Facilities that Producer owns.

6.3. If the provisions of PG&E's Rule 21, or any other tariff or rule approved by the Commission, requires PG&E to own and operate a portion of the Interconnection Facilities, Producer and PG&E shall promptly execute an Special Facilities Agreement that establishes and allocates responsibility for the design, installation, operation, maintenance, and ownership of the Interconnection Facilities. This Special Facilities Agreement shall be attached to and made a part of this Agreement as Appendix C.
7. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever.

8. INSURANCE

8.1. In connection with Producer's performance of its duties and obligations under this Agreement, Producer shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:

(a) Two million dollars ($2,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than one hundred (100) kW;

(b) One million dollars ($1,000,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is greater than twenty (20) kW and less than or equal to one hundred (100) kW; and

(c) Five hundred thousand dollars ($500,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is twenty (20) kW or less.

(d) Two hundred thousand dollars ($200,000) for each occurrence if the Gross Nameplate Rating of Producer's Generating Facility is ten (10) kW or less and Producer's Generating Facility is connected to an account receiving residential service from PG&E.

Such general liability insurance shall include coverage for "Premises-Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, Explosion, Collapse, Underground, Contractual Liability, and Broad Form Property Damage including Completed Operations."

8.2. The general liability insurance required in Section 8.1 shall, by endorsement to the policy or policies, (a) include PG&E as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that PG&E shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to PG&E prior to cancellation, termination, alteration, or material change of such insurance.

8.3. If Producer's Generating Facility is connected to an account receiving residential service from PG&E and the requirement of Section 8.2(a) prevents Producer from obtaining the insurance required in Section 8.1, then upon Producer's written Notice to PG&E in accordance with Section 9.1, the requirements of Section 8.2(a) shall be waived.
8.4. Evidence of the insurance required in Section 8.2 shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by PG&E.

8.5. Producer agrees to furnish the required certificates and endorsements to PG&E prior to Initial Operation. PG&E shall have the right to inspect or obtain a copy of the original policy or policies of insurance.

8.6. If Producer is self-insured with an established record of self-insurance, Producer may comply with the following in lieu of Sections 8.1 through 8.4:

(a) Producer shall provide to PG&E, at least thirty (30) calendar days prior to the date of initial Operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under Section 8.1.

(b) If Producer ceases to self-insure to the level required hereunder, or if Producer are unable to provide continuing evidence of Producer's ability to self-insure, Producer agrees to immediately obtain the coverage required under Section 8.1.

8.7. All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted via email or fax to the following:

Pacific Gas and Electric Company
c/o EXIGIS LLC
support@exigis.com
Fax: 646-755-3327

9. NOTICES

9.1. Any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

If to PG&E:
Company Name: Pacific Gas and Electric Company
Attention: Contract Management
Address: 245 Market Street
Mail Code: N7L
City, State, Zip: San Francisco, CA 94105-1702
Phone Number: (415) 972-5394

If to Producer:
Company Name: Amador Water Agency
Attention:
Address: 12800 Ridge Road
City, State, Zip: Sutter Creek, CA 95685
Phone Number: (209) 223-3018
9.2. A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 9.1.

9.3. The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

10. REVIEW OF RECORDS AND DATA

10.1. PG&E shall have the right to review and obtain copies of Producer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Producer's Generating Facility or its interconnection with PG&E’s Distribution System.

10.2. Producer authorizes to release to the California Energy Commission (CEC) information regarding Producer's facility, including customer name, location, size, and operational characteristics of the unit, as requested from time to time pursuant to the CEC's rules and regulations.

11. ASSIGNMENT

Producer shall not voluntarily assign its rights nor delegate its duties under this Agreement without PG&E's written consent. Any assignment or delegation Producer makes without PG&E's written consent shall not be valid. PG&E shall not unreasonably withhold its consent to Producer's assignment of this Agreement.

12. NON-WAIVER

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

13. GOVERNING LAW, JURISDICTION OF COMMISSION, INCLUSION OF PG&E’s TARIFF SCHEDULES AND RULES

13.1. This Agreement shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

13.2. This Agreement shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.
13.3. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the Tariff Schedules and Rules applicable to the electric service provided by, PG&E, which Tariff Schedules and Rules are hereby incorporated into this Agreement by this reference.

13.4. Notwithstanding any other provisions of this Agreement, PG&E shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

14. AMENDMENT AND MODIFICATION

This Agreement can only be amended or modified in writing, signed by both Parties.

15. ENTIRE AGREEMENT

This Agreement, including any incorporated Tariff Schedules and rules, contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated tariff schedules and rules.

16. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

BY:

AMADOR WATER AGENCY

(Producer's Company Name)

(Signature)

(Print Name)

(Title)

(Date)

PACIFIC GAS AND ELECTRIC COMPANY

(Signature)

(Print Name)

(Title)

(Date)
APPENDIX A
DESCRIPTION OF GENERATING FACILITY
AND SINGLE-LINE DIAGRAM,
(Provided by Producer)
AMADOR WATER AUTHORITY
IONE HYDROELECTRIC PROJECT
PRELIMINARY INTERCONNECTION SITE PLAN
SCALE 1" = 250'
APPENDIX B
RULES “2” AND “21”
(and any other Tariffs pertinent to the situation)
(Provided by PG&E)

(Note: PG&E’s tariffs are included for reference only and shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction.)
APPENDIX C
(If Applicable)
RULE 21 "SPECIAL FACILITIES" AGREEMENT
(Formed between the Parties)
Docket No. CD16-19-000 – California
Ione Hydroelectric Station Project
Amador Water Agency
October 24, 2016

Mr. Gene Mancebo
Amador Water Agency
12800 Ridge Road
Sutter Creek, CA 95685

Subject: Determination that the Ione Hydroelectric Station Project Meets the Qualifying Conduit Hydropower Facility Criteria

Dear Mr. Mancebo:

On August 15, 2016, on behalf of the Amador Water Agency, you filed a notice of intent, pursuant to section 30(a) of the Federal Power Act (FPA), 16 U.S.C. § 823a (2012), as amended by Section 4 of the Hydropower Regulatory Efficiency Act of 2013, Pub. L. 113-23, § 4a, 127 Stat. 493 (2013), to construct a qualifying conduit hydropower facility, the Ione Hydroelectric Station Project, to be located on an existing 16-inch-diameter gravity fed raw water transmission pipe. The project would be located near the City of Ione in Amador County, California.

On August 25, 2016, Commission staff issued a public notice that preliminarily determined that the project met the statutory criteria for a qualifying conduit hydropower facility, and thus was not required to be licensed under Part I of the FPA. The notice established a 45-day period for entities to contest whether the project met the criteria. No interventions or comments were filed. Accordingly, this letter constitutes a written determination that the Ione Hydroelectric Station Project meets the qualifying criteria under FPA section 30(a), and is not required to be licensed under Part I of the FPA. Qualifying conduit hydropower facilities remain subject to other applicable federal, state, and local laws and regulations.
If you have any questions, please contact Robert Bell at (202) 502-6062 or robert.bell@ferc.gov.

Sincerely,

Kelly Houff
Chief, Engineering Resources Branch
Division of Hydropower Administration and Compliance
STAFF REPORT
Sustainable Ground Water Management Act
Joint Powers Agreement for formation of a
Groundwater Sustainability Agency

Requested Action:
Discussion and direction for possible revisions to the attached Joint Powers Agreement to create a Joint Powers Authority for the purposes of establishing a Groundwater Sustainability Agency (SGA) to govern the portion of the groundwater basin underlying Amador County in accordance with the Sustainable Groundwater Management Act (SGMA).

Background:
As discussed in previous board meetings, SGMA requires the formation of SGA(s) prior to June 30, 2017. Failure to establish GSA(s) for the entire recognized groundwater subbasin will trigger intervention by the State and perhaps result in the state acting as the GSA. Ad hoc subcommittees from Amador County, JVID and the Water Agency agree that it is in the best interest of Amador County to form a GSA representing the portion of the Consumes Subbasin underlying Amador County. GSAs are being formed in other portions of the subbasin in Sacramento County. In the future, a Groundwater Sustainability Plan (GSP) will be required as set forth in the SGMA.

The purpose of this meeting agenda item is to discuss the proposed agreement terms and provide recommended revisions to the agreement if any. JVID and Amador County board members will also be reviewing the agreement and provide their proposed revision. Staff is targeting January 2017 for execution of a Joint Powers Agreement to create a Joint Powers Authority for establishing a GSA and carrying out the requirements of SGMA.

Alternatives:
1. Direction to decline to participate in a JPA regarding SGMA
2. Create a GSA separate from Amador County or JVID.

Fiscal Impact:
Not yet determined.

Reviewed by Committee:
No
Recommendation:
Discussion and direction for possible revisions to the attached Joint Powers Agreement to create a Joint Powers Authority for the purposes of establishing a Groundwater Sustainability Agency (SGA) to govern the portion of the groundwater basin underlying Amador County in accordance with the Sustainable Groundwater Management Act (SGMA).

Prepared by: Gene Mancebo, General Manager
JOINT POWERS AGREEMENT FOR FORMATION AND OPERATION OF A SGMA GROUNDWATER SUSTAINABILITY AGENCY IN AMADOR COUNTY

This Joint Powers Agreement ("Agreement") is entered into by and among the County of Amador, Amador Water Agency, and Jackson Valley Irrigation District, each a local agency formed under California law, who are called collectively the "Parties" and individually a "Party" herein.

RECITALS

The Parties make this Agreement with reference to the following facts and circumstances, among others:

A. Each of the Parties is a public agency duly organized and operating under the laws of the State of California, and each entity is empowered under California Government Code sections 6500 and following to enter into and exercise joint powers under this Agreement.

B. Each of the Parties overlies the Basin and is authorized by SGMA and other laws to manage the groundwater resources underlying its territory.

C. The Parties, by and through their respective governing bodies, have determined that it would be mutually beneficial to enter into this Agreement to create a joint powers authority for the purposes of establishing a GSA to govern the portion of the Basin underlying Amador County in accordance with SGMA.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth in this Agreement, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the words and phrases below will have the following meanings:

   (a) Agreement. This Joint Powers Agreement for Formation and Operation of a SGMA Groundwater Sustainability Agency in Amador County.

   (b) Authority. The Amador County Groundwater Management Authority created by this Agreement.

   (c) Basin. The groundwater basin identified by DWR Bulletin 118 as the Cosumnes Subbasin of the San Joaquin Valley Groundwater Basin, Basin Number 5-22.16.

   (d) Board. The Board of Directors of the Authority.

   (e) Bulletin 118. The current version of Bulletin 118 produced by DWR.

   (f) DWR. The California Department of Water Resources.
(g) **Effective Date.** The date on which this Agreement has been approved and executed by all of the Parties.

(h) **GSA.** A groundwater sustainability agency as authorized and defined by SGMA.

(i) **GSP.** A groundwater sustainability plan as authorized and defined by SGMA.

(j) **SGMA.** The Sustainable Groundwater Management Act of 2014, Water Code, sections 10720 and following, as it may be amended by the Legislature from time to time.

2. **Creation of Authority.**

(a) The Amador County Groundwater Management Authority is hereby created as a joint powers agency under the provisions of the Joint Exercise of Powers Act set forth in Government Code section 6500 and following. The Authority is a public entity separate from the Parties and is formed in Amador County for purposes of implementing SGMA, managing the Basin in accordance with SGMA, and for such other legally-authorized purposes as the Parties may unanimously agree to in writing. Pursuant to Government Code section 6509, the County of Amador is the designated agency with respect to the Authority’s exercise of powers.

(b) Within 30 days of the Effective Date of this Agreement, the Authority shall file a Notice of Joint Powers Agreement with the California Secretary of State in accordance with Government Code section 6503.5 and comply with all other formation requirements under California law.

(c) As soon after formation as practical, the Authority shall take proceedings under SGMA to designate itself as the GSA for the portion of the Basin underlying Amador County.

3. **Purpose of Authority.** This Agreement provides for the creation of a public entity separate and apart from the Parties to administer this Agreement for the purposes of mutually managing the groundwater resources within the portion of the Basin underlying Amador County, including, without limitation, forming a GSA, preparing a GSP, and implementing SGMA as required.

4. **Powers of Authority.** The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of its authority to accomplish its purposes under this Agreement including, but not limited to, any or all of the following:

(a) To make and enter into contracts.

(b) To prepare reports, studies, models, and other documents for accomplishing its purposes and for applying for and accepting grants, loans, and contributions.

(c) To employ staff and to contract for services directly or indirectly related to its purposes.
(d) To receive contributions and donations of property, goods, funds, services, and other forms of assistance from any source, including from the Parties.

(e) To acquire and condemn property for purposes of the Authority.

(f) To sue and be sued in its own name.

(g) To incur debts, liabilities, or obligations, subject to the limitations set forth herein.

(h) Performing all acts necessary for purposes of SGMA implementation, Basin management, and JPA administration, within available resources.

5. **Use of Public Funds and Insurance.**

   (a) The Authority is authorized to use, for its purposes, public funds, property, and other resources received from the Parties or any other sources. Where applicable, the Authority’s Board may permit one or more of the Parties to provide in-kind services, including the use of property and staff members.

   (b) The Authority shall obtain insurance to cover the assets and operations of the Authority, including, but not limited to, general liability and officers and directors liability coverages.

6. **Governance.**

   (a) Each Party shall each appoint a member of its governing body and its executive officer to serve on the Authority’s Board. Each Party also shall appoint an alternate from its governing body to serve in the absence of its appointed governing body member. The governing body member representative, executive officer, and alternate shall serve at the pleasure of the appointing Party and may be removed and replaced at any time by the appointing Party’s governing body and replaced with a new representative designated by written notice to the other parties.

   (b) The Board shall fix the hour, date, and place for its regular meetings. The Board will meet no less frequently than quarterly, unless the Board decides otherwise.

   (c) Upon a majority vote of the Board, other public agencies may be added as Parties to this Agreement, and each such Party shall acknowledge its agreement with the terms hereof by executing this Agreement upon authorization by resolution for such execution adopted by its governing body.

   (d) Within six months after the Effective Date, the Board shall consider and adopt bylaws for the Authority.

   (e) Each Party shall have one vote, which shall be cast by the Party’s appointed governing body member, unless that member designates the Party’s executive officer to cast the vote.
(f) A simple majority of the Board shall constitute a quorum and a simple majority vote of that quorum shall be required for action to be taken. However, any action that requires the expenditure by the Authority of more than $10,000.00, shall first require approval from each Party’s governing board before it is effective.

(g) The Board may, in its sole discretion, form advisory or such other committees as it deems appropriate to advise the Board or to assist in the conduct of the Authority’s business.

7. Term and Termination: Disposition of Assets

(a) The Authority shall commence its existence on the Effective Date and shall continue in existence unless terminated by the governing body of each of the Parties then a party to this Agreement. Regardless of such termination, the Authority and this Agreement shall continue to exist for the sole purposes of disposing of liabilities, distributing funds, property and other assets (such funds, property and/or other assets, collectively, the “Authority Assets”), and all other functions necessary to conclude the business of the Authority.

(b) Upon termination of this Agreement and after the payment of all obligations of the Authority, any Authority Assets remaining shall be distributed to the Parties in proportion to the contribution made by each Party toward the funding of the Authority. The Authority shall cease to exist when the Authority Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Joint Exercise of Powers Act (Gov. Code, sections 6500 et seq.).

8. Administration and Officers

(a) The officers of the Authority are the Chair, Vice-Chair, and Secretary. The Board also shall appoint an Auditor and Treasurer. The Board shall, at its first meeting and thereafter at its first meeting following January 1 of each succeeding year, elect a Chair and Vice-Chair from among its members. The Vice-Chair shall assume the responsibilities of the Chair in the absence of the Chair.

(b) The Board may appoint an Executive Director under whose general supervision and control the business of the Authority shall be conducted. The Executive Director has such powers and duties as may be prescribed by the Board or the bylaws. The Board also may hire employees to operate the Authority or obtain the services of one or more Party’s employees for such purposes, and, the Board or if employed, the Executive Director, may direct such staff and delegate such duties to them in accordance with applicable law, Board resolutions and policies, and the bylaws.

(c) The Secretary shall: (i) keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of minutes of all meetings of actions of the Board and any standing committees of the Authority, including stating the type of meeting, when and where held, the notice given, the names of those present, and a summary of the proceedings of such meetings; and (2) give, or cause to be given, notice of all meetings of the Board and any committees of the Authority required by
law or the bylaws to be given. The Board also may prescribe other powers and duties to be performed by the Secretary from time to time.

(d) The Board shall designate a qualified person to act as the Treasurer of the Authority. If the Treasurer is not an officer, the Authority may pay reasonable compensation for the Treasurer's services either directly to that person or by reasonable charge against the Authority for benefit of the Party providing such services. The Treasurer shall have charge of the depositing and custody of all funds held by the Authority. The Treasurer also shall perform such other duties imposed by law, including those duties provided in Government Code section 6505.5, and that may be prescribed by the Board or the bylaws.

9. Fiscal Year and Accounting.

(a) For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from January 1 to and including the following December 31, except for the first Fiscal Year, which shall be the period from the date of this Agreement to December 31, 2017.

(b) The Board shall establish and maintain such funds and accounts as may be required by Generally Accepted Accounting Principles and by Federal and State statute, regulation and guidelines, as applicable.

(c) The Authority shall comply with the accounting and auditing requirements contained in California Government Code sections 6505-6505.6.

(d) The Board will appoint one of its officers to serve as auditor of the Authority. The auditor shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of California Government Code section 6505.5.

10. Application of Laws to Authority Functions. The Authority shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Joint Exercise of Powers Act (Gov. Code sections 6500, et seq.); the Ralph M. Brown Act (Gov. Code sections 54950, et seq.); and conflict of interest laws and regulations (including Gov. Code sections 1090, et seq.; the Political Reform Act, Gov. Code sections 87100, et seq.; and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification, 2 California Code of Regulations sections 18700, et seq.).

11. Advisors and Consultants. The Board may retain legal counsel and other advisors and consultants to assist the Board in carrying out the Authority's purposes.

12. Privileges and Immunities. All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits that may apply to the activities of officers, agents or employees of public agencies when performing their respective functions within their respective territorial limits, shall apply to them to the same degree and extent while engaged as Parties of the Authority or otherwise as an officer, director, or other
representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

13. Liability.

(a) The debts, liabilities, and obligations of the Authority shall be the debts, liabilities, or obligations of the Authority alone, and not any of the Parties of this Agreement.

(b) The Authority, and those persons, agencies, and instrumentalities used by it to perform the functions authorized herein, whether by contract or otherwise, shall be exclusively liable for any and all injuries, costs, claims, liabilities, damages of whatever kind to any person arising from or related to activities of the Authority.

(c) Subject to applicable law, the Authority shall hold harmless and indemnify the Parties, and each of them, including their officers and employees, from any claim or liability arising from acts or omissions of the Authority in pursuit of this Agreement, and in so doing, shall provide Parties, and each of them, with legal defense of any and all claims or liabilities and shall pay reasonable attorney's fees and costs incurred in providing such defense.

(d) Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, each Party, and any officers, agents, and employees, for their actions taken within the scope of their duties while acting on behalf of the Authority.

14. Entire Agreement. It is understood and agreed that the entire bargain between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All items and exhibits referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

15. Severability. Should any part, term, or provision of this Agreement be determined by a court to be illegal or in conflict with any law of the State of California or otherwise be rendered unenforceable or invalid, the validity of the remaining portions or provisions of the Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. Amendment. This Agreement may be modified at any time by written amendment executed by the Parties.

17. Effective Date. The effective date ("Effective Date") of this Agreement shall be the first day of the month following the date on which all of the Parties adopt and sign this Agreement.

18. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto. Except to the extent expressly provided herein, no Party may assign any right or obligation hereunder without the consent of the other Parties.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
20. **Headings.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which referred.

21. **Consent: Choice of Law: Venue.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld. This Agreement is made in accordance with California law and is to be construed thereunder. Venue for litigation related to this Agreement shall be in the Superior Court of Amador County.

22. **Notices.** Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either: (a) in person, (b) by prepaid, first class U.S. mail, (c) by facsimile transmission or email with delivery to the other Party confirmed by a successful-delivery confirmation receipt, or (d) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

   **If to Amador County:**
   
   Attn: __________________________
   __________________________
   __________________________

   Facsimile: (209) __________
   Email: __________________________

   **If to Amador Water Agency:**
   
   Attn: __________________________
   __________________________
   __________________________

   Facsimile: (209) __________
   Email: __________________________

   **If to Jackson Valley Irrigation District:**
   
   Attn: __________________________
   __________________________
   __________________________

   Facsimile: (209) __________
   Email: __________________________

Notice given as above will be deemed given (a) when delivered in person, (b) three days after deposited in prepaid, first class U.S. mail, (c) upon receipt of the facsimile machine or email successful-delivery confirmation, or (d) on the date of delivery as shown on the overnight courier service receipt. Any Party may change its contact information by notifying the other Parties of the change in the manner provided above.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth herein.

COUNTY OF AMADOR:

By: ____________________________

Dated: ________________________

ATTEST:

______________________________

AMADOR WATER AGENCY:

By: ____________________________

Dated: ________________________

ATTEST:

______________________________

JACKSON VALLEY IRRIGATION DISTRICT:

By: ____________________________

Dated: ________________________

ATTEST:

______________________________
EXHIBIT A

Map of the Boundaries of the Agreement
STAFF REPORT
State Water Board Draft Flow Objectives for the
Sacramento River and Delta

Requested Action:
Discussion and possible authorization to participate with other Bartkiewicz, Kronick & Shanahan (BKS) clients for tracking, participating, and participating in the State Water Board's proceedings to revise flow objectives which may impact the Water Agency's ability to divert its full water supplies from the Mokelumne River.

Background:
As discussed during the last AWA Board meeting, the State Water Board released a draft scientific basis report that will be used to determine Bay-Delta flow objectives for comments. The flow proceedings that the State Water Board is likely to begin sometime in 2017 could have an impact on the Water Agency's ability to divert water from the North Fork of the Mokelumne River and its tributaries. Our legal counsel's firm has assembled a team to track, prepare comment letters, and participate in hearings on behalf of some of their clients wishing to be part of a coalition. At the moment, six BKS clients are part of the coalition. Josh Horowitz will briefly discuss activities currently underway on this issue. This may become a critical item for Amador County interests and it is important for the Water Agency to participate and have standing in any upcoming proceeding.

Currently, staff feels it would be beneficial to participate in this coalition of BKS clients initially for development of comment letters and creating standing for the Water Agency in the State Water Board's future flow proceedings. The most recent media release for the Sacramento River and Delta Flow Requirements indicated that public comments on the draft scientific basis report are due in writing by December 16 and that a public workshop will be scheduled for December 7. This plan is in the early phase of development and there will be more opportunities to comment. Several other organizations, such as ACWA and Mountain Counties, will be participating in the development of these proposed flow requirements.

Alternatives:
1. Choose to forego participation in the BKS coalition at this time.
2. Direct staff or a committee to attend the public workshop and prepare a comment letter.
3. Decide to not prepare a letter at this time.
Fiscal Impact:
Not yet determined.

Reviewed by Committee:
No

Recommendation:
Authorize BKS to prepare an initial comment letter on the draft scientific basis report for Sacramento River and Delta flow requirements and include AWA in the coalition of other clients respecting the development of flow requirements affecting the Mokelumne River and its tributaries.

Prepared by:  Gene Mancebo, General Manager
STAFF REPORT

Executive Order B-37-16
Draft Framework Report

Requested Action:
Discussion and possible authorization to staff to prepare a comment letter with input from an assigned committee regarding the upcoming Executive Order B-37-16 Framework Report.

Background:
A Draft Framework Plan for the Executive Order B-37-16 is scheduled to be released on November 14, 2016 with a public workshop on November 18, 2016, and public comments due on November 23, 2016. The Final Report is scheduled for release on January 10, 2017. The AWA does not have a regular scheduled meeting after the November 14 draft release and before the end of the comment period on November 23.

Alternatives:
1. Choose to forego a comment letter.
2. Schedule a special meeting for comments on the Framework draft.

Fiscal Impact:
Not yet determined.

Reviewed by Committee:
No

Recommendation:
Authorization to staff to prepare a comment letter with input from an assigned committee regarding the upcoming Executive Order B-37-16 Framework Report.

Prepared by:  Gene Mancebo, General Manager