



# Hidden Valley Lake Community Services District

## Finance Committee

### AGENDA

Tuesday, April 13, 2021

12:30 PM

**Due to the COVID-19 State of Emergency and pursuant waivers to certain Brown Act provisions under the Governor's Executive Orders, this Board Meeting is being conducted via Web Conference and Microsoft Teams, and there will be no physical location from which members of the public may participate. The Public can listen or watch the Live Stream video on the District's website at: <http://www.hvlcsd.org>.**

To join this meeting go to the [www.hvlcsd.org](http://www.hvlcsd.org) select the April 13, 2021 Finance Committee Meeting select **Join Microsoft Teams Meeting** Select **Join on the web** instead.

Please submit your comments to [pcuadras@hvlcsd.org](mailto:pcuadras@hvlcsd.org) or mail comments to the attention of: Administrative Services Manager, Hidden Valley Lake Community Services District, 19400 Hartmann Road, Hidden Valley Lake, Ca 95467. Comments will be addressed by the Committee Chair as related to the agenda item or during Public Comment.

DATE: Tuesday April 13, 2021

TIME: 12:30 PM

PLACE: Hidden Valley Lake CSD  
Administration Office, GM Office  
19400 Hartmann Road  
Hidden Valley Lake, CA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. REVIEW and DISCUSS: Property Liability Coverage (Presentation from SDRMA)
6. REVIEW and DISCUSS: Monthly Financial Reports & Disbursements
7. REVIEW and DISCUSS: Projects Update
8. REVIEW and DISCUSS: AMI Expenditures
9. REVIEW and DISCUSS: Staffing
10. REVIEW and DISCUSS: Water Leak Adjustment Policy
11. REVIEW and DISCUSS: Budget Planning
12. PUBLIC COMMENT
13. COMMITTEE MEMBER COMMENT
14. ITEMS FOR NEXT AGENDA:
15. ADJOURN

**ACTION OF  
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

**DATE:** April 13, 2021

**AGENDA ITEM:** Review and Discuss: Property & Liability Cost and Comparison

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**RECOMMENDATIONS:** Consider the cost savings from CIP and longevity discounts that the District gains from remaining with SDRMA, as well as financial savings in training and education.

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**FINANCIAL IMPACT:** To be determined.

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**BACKGROUND:** In September of 2020 staff began a cost and comparison of Health/Dental and Visions benefits. Health Dental and Vision comparison of SDRMA and JPIA was presented to the committee in October of 2020, at that time staff was requested to provide additional information regarding property and liability cost and coverage.

Due to lack of response from JPIA, coverage represented is directly from the JPIA Property Liability MOU, therefore a cost of coverage is not represented.

Note the following clauses in the JPIA MOU;

\*\*\*Regardless of the number of (1) Covered Parties under the Property & Liability Memorandum, (2) persons or organizations who sustain injury or damage, or (3) claims made, or suits brought, the Authority's liability for the ultimate net loss shall be the lesser of:

1. \$5,000,000 Any one occurrence, arising out of bodily injury, property damage, Public Official's errors and omissions, personal injury or Employment Practices Liability, or any combination thereof; or
2. The total limit for all Covered Parties provided by any purchased excess insurance or reinsurance, subject to the Authority's ability to recover from those excess insurers or reinsurers.

**WITHDRAWAL/CANCELLATION**

The Member Agency may withdraw from the Authority and cancel this coverage only:

1. At the end of one of the Authority's Liability Program Coverage Years;
2. After three or more years following its first day of coverage by the Authority's Liability Program; and
3. After twelve months' advance written notice of such intent to withdraw is given by the Member Agency and received by the Authority.

The Authority may cancel the Member Agency's participation in the Authority's Liability Program upon a two-thirds vote at any duly constituted Board of Directors' meeting of the Authority. However, any canceled Member Agency shall be permitted a reasonable time to obtain other basic liability coverage before such cancellation becomes effective.

SDRMA				
Line of Coverage	Item Count	Total Insured Value	Deductible	Limit
<b>Property</b>	<b>30</b>	<b>\$ 13,070,439</b>		<b>Limit Pool</b>
Property			\$ 1,000	\$ 800,000,000
Boiler & Machinery			\$ 1,000	\$ 100,000,000
Flood (excluding A and V)			\$ 500,000	\$ 800,000,000
Flood (A and V)			\$ 500,000	\$ 800,000,000
Pollution			\$ 150,000	\$ 2,000,000
Cyber			\$ 50,000	\$ 2,000,000
Catastrophic Loss			\$ 500,000	\$ 800,000,000
<b>Mobile Equipment</b>	<b>3</b>	<b>\$ 163,579</b>		
Mobile/Contractors Equipment			\$ 1,000	\$ 800,000,000
<b>General Liability</b>				<b>Per Occurance</b>
Bodily Injury			\$ 25,000	\$ 10,000,000
Property Damage			\$ 25,000	\$ 10,000,000
Public Officials Personal			\$ 500	\$ 500,000
Employment Benefits			\$ 25,000	\$ 10,000,000
Employee Public Officials E/O			\$ 25,000	\$ 10,000,000
Employment Practices Liability			\$ 50,000	\$ 10,000,000
Employee Public Officials Dishonesty (Crime)			\$ -	\$ 1,000,000
<b>Auto Liability (includes non-owned auto)</b>	<b>11</b>	<b>\$ 807,179</b>		
Auto Body Injury			\$ 25,000	\$ 10,000,000
Auto Property Damage			\$ 25,000	\$ 10,000,000
Non-Owned Auto Bodily Injury			\$ 25,000	\$ 10,000,000
Non-Owned Auto Property Damage			\$ 25,000	\$ 10,000,000
Uninsured Motorist			\$ 25,000	\$ 1,000,000
<b>Auto Physical Damage</b>	<b>11</b>	<b>\$ 807,179</b>		
Auto PD - Comp			Per Item	\$ 100,000
Auto PD-Collision			Per Item	\$ 100,000
High Dollar Vehicles			Per Item	\$ 800,000,000
<b>Trailer</b>	<b>4</b>	<b>\$ 51,948</b>		
Trailer			\$ 250	\$ 100,000
<b>2021-22 P &amp; L Annual Renewal</b>			<b>before discounts</b>	<b>\$143,121.94</b>
<b>Worker's Compensation</b>				
Employer's Liability			\$ -	\$ 5,000,000
Worker's Compensation			\$ -	Statutory
<b>2021-22 WC Annual Renewal</b>			<b>after discounts</b>	<b>\$24,406</b>

WC	2020-21	2021-22
Longevity	\$27,517	\$30,381
Distribution	(\$753)	(\$4,884)
5% Multi-Program Discount	(\$1,201)	(\$1,091)
Total w/discounts	\$25,563	\$24,406

JPIA	
Line of Coverage	Limit
<b>Program Limit of Coverage</b>	<b>\$500,000,000</b>
Boiler & Machinery	\$100,000,000
Earthquake or Flood Damage Vehicle/Mobile Eq	\$ 5,000,000 **
Flood, except A & Z	\$ 25,000,000 **
Flood Zones A & V	\$ 10,000,000 **
Earthquake	\$ 2,500,000 **
Accidental Contamination	\$ 250,000 **
Landscaping	\$1,000,000
Claims Preparation Expense	\$1,000,000
Cyber Liability	\$5,000,000
**Program Aggregate Limit for Coverage Period	
<b>Liability</b>	<b>Per Occurance</b>
Bodily Injury	\$5,000,000***
Property Damage	
Public Officials E&O	
Personal Injury	
Employment Practices	
*** See Note	



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Maximizing Protection. Minimizing Risk. \*[www.sdrma.org](http://www.sdrma.org)

March 25, 2021

Ms. Penny Cuadras  
Administrative Assistant  
Hidden Valley Lake Community Services District  
19400 Hartmann Road  
Hidden Valley Lake, California 95467-8371

RE: 2021-22 Property/Liability Program Estimated Contribution

Dear Ms. Cuadras,

We sincerely appreciate your continued support of SDRMA and patience in waiting for the 2021-22 estimated renewal contribution while we are working on finalizing renewal costs from the program excess/reinsurer carriers.

As we mentioned at our 2021 Virtual Spring Education Day on March 3, the current insurance market continues to be impacted by the catastrophic losses around the world. Underwriting practices throughout the insurance market are consistently evolving due to the development of losses and cost of claims. Based on those factors and overall pool claims costs over the past several years, after considerable review and discussion with the SDRMA Board of Directors, staff has refined SDRMA underwriting methodologies for the 2021-22 renewal.

SDRMA will continue to make every effort to reduce operating costs and minimize rate increases while ensuring the financial integrity of the Property/Liability Program. We have received initial indications from our excess/reinsurer carriers of imposed rate increases that are impacting all of their clients, including SDRMA.

We are providing you with an estimated contribution amount for use in your budgeting process. Until the 2021-22 renewal invoices are issued, we cannot guarantee the final contribution amount. We will continue to work with our excess/reinsurers to negotiate the rate increases on behalf of our program membership. Your agency's actual renewal contribution will be confirmed on the 2021-22 renewal invoice that will be sent out in mid-May.

The actual contribution amount for 2021-22 will vary compared to 2020-21 due to rate increases, any coverage limit changes, stand-alone policy pricing, scheduled item additions/deletions, updates on agency operations submitted on the renewal questionnaire, risk factor adjustments, and Credit Incentive Program (CIP) points earned. Your agency's 2021-22 estimated contribution amount is as follows:

<b>2020-21 Annual Contribution \$10M Liability Limits</b>	<b>2021-22 Estimated Annual Contribution \$10M Liability Limits</b>
<b>\$106,901.55</b>	<b>\$143,121.94</b>



The SDRMA Property/Liability Program offers three liability limit options; \$2.5M, \$5M, or \$10M. Lowering liability limits could help lower your agency's annual contribution amount. Before considering lower liability limits, please verify that your agency is not bound by any contract or agreement to carry a specific level of liability limits. Please consult legal counsel and your governing body prior to changing the coverage limit. Liability limits cannot be changed after renewal on July 1.

*Other Important Items to Note:*

- If you would like to elect an alternative liability limit for 2021-22, please provide your selected limit by **May 15, 2021** by emailing [memberplus@sdrma.org](mailto:memberplus@sdrma.org).
- No Longevity Distribution is declared for the Property/Liability Program this year.
- Our Multi-Program Discount provides members a great opportunity to save money. Members receive an automatic multi-program discount of 5% per program (Property/Liability and Workers' Compensation) when they belong to both programs.
- Your annual contribution provides your agency with access to safety and loss prevention services, resources, and trainings that are provided at no additional cost, including Target Solutions, ergonomic assessments, discounted CSDA Conferences and trainings, free CSDA webinars, and safety DVDs.
- The 2021-22 estimated contribution range does not serve as a 'not to exceed' amount. Final reinsurance costs, and any policy adjustment made before or after July 1 may incur a change in premium.
- Members considering withdrawal from coverage with SDRMA for the 2021-22 program year are required to submit a "Notice of Intent to Withdraw" by **April 1** in accordance with SDRMA Bylaws and must have completed the initial three full program year commitment period.

On behalf of the Board of Directors and our entire risk management team, we thank you for your continued participation in our programs! If you have any questions, please contact Ellen Doughty, at [edoughty@sdrma.org](mailto:edoughty@sdrma.org) or 800.537.7790.

Sincerely,  
Special District Risk Management Authority

A handwritten signature in blue ink that reads "Laura S. Gill". The signature is written in a cursive, flowing style.

Laura S. Gill  
Chief Executive Officer



1112 I Street, Suite 300  
 Sacramento, California 95814-2865  
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March 25, 2021

Ms. Penny Cuadras  
 Administrative Assistant  
 Hidden Valley Lake Community Services District  
 19400 Hartmann Road  
 Hidden Valley Lake, California California

Dear Ms. Cuadras,

We sincerely appreciate your continued support of SDRMA and patience in waiting for the 2021-22 rates while we are working on obtaining renewal costs from the program excess/reinsurer carriers.

At the SDRMA Board of Directors meeting of March 24, 2021, the Board approved a FY 2021-22 longevity distribution of \$2,179,568. This action marks the twelfth consecutive year of longevity distributions. Members eligible to receive a longevity distribution at renewal must have been members of the Workers' Compensation Program for not less than three full program years as of June 30, 2020 and have a calculated EMOD of 150% or lower or a 10-year loss ratio of 1.00 or less. The longevity distribution may be declared by the Board each year only after all Board policy reserve requirements have been met. The distribution is weighted based on the member's length of time in that program and the amount of the member's annual contributions compared to the total contributions of all pool members.

To assist your agency in its budgeting process, SDRMA has estimated 2021-22 annual contribution amounts using your agency's applicable Individual Class Code Rates, Experience Modification Factor (EMOD), 2021-22 Estimated Payroll Wages submitted on Renewal Questionnaire, and Longevity Distribution and Multi-Program discounts (if applicable). Your agency's actual contribution amount for 2021-22 will vary from 2020-21 due to variances in your reported payroll, EMOD (worksheet and applicable loss run years detail attached), and Credit Incentive Program (CIP) points earned.

	<b>2020-21</b>	<b>2021-22</b>
Estimated Payroll Wages	\$952,236	\$1,022,660
EMOD	97 %	91 %
Annual Gross Contribution (before discounts)	\$27,517	\$30,381
Longevity Distribution	-\$753	-\$4,884
5% Multi-Program Discount	-\$1,201	-\$1,091



*Other Important Items to Note:*

- Members receive an automatic Multi-Program Discount of 5% per program (Property/Liability and Workers' Compensation) while they belong to both programs.
- Your annual contribution provides your agency with access to safety and loss prevention resources, and trainings that are provided at no additional cost, including Target Solutions, ergonomic assessments, discounted CSDA Conferences and trainings, free CSDA webinars, and safety DVDs.
- Members considering withdrawal from coverage with SDRMA for the 2021-22 program year are required to submit a "Notice of Intent to Withdraw" by April 1 in accordance with SDRMA Bylaws and must have completed the initial three full program year commitment period. Members not renewing coverage for 2021-22 will be ineligible to receive the longevity distribution credit recently approved by the Board.

On behalf of the Board of Directors and our entire risk management team, we thank you for your continued participation in our programs! If you have any questions, please contact Jennifer Chilton at [jchilton@sdrma.org](mailto:jchilton@sdrma.org) or 800.537.7790.

Sincerely,  
Special District Risk Management Authority

A handwritten signature in blue ink that reads "Laura S. Gill". The signature is written in a cursive, flowing style.

Laura S. Gill  
Chief Executive Officer

Attachments: 2021-22 EMOD worksheet, Reported Class Codes

# Special District Risk Management Authority

## Workers' Compensation Program

Program Year 2021-22



### Experience Modification (EMOD) Calculation Form

#### Hidden Valley Lake Community Services District

19400 Hartmann Road  
Hidden Valley Lake, California 95467

#### Summary

**PY 2021-22 EMOD - 91%**

PY 2020-21 EMOD - 97%

#### Detail Calculations for Program Year 2021-22

##### Expected Losses

Class Codes	2017-18 Payroll	2018-19 Payroll	2019-20 Payroll	Total Payroll	Expected Loss Rate	Total Expected Losses	Expected Primary Losses	Expected Excess Losses
7520	\$224,961	\$253,591	\$196,294	\$674,846	0.0142	\$9,582.81	\$2,261.54	\$7,321.27
7580	\$122,966	\$161,712	\$210,588	\$495,266	0.0128	\$6,339.40	\$1,090.37	\$5,249.03
8742-D	\$0	\$3,300	\$5,600	\$8,900	0.0017	\$15.13	\$3.30	\$11.83
8742-M	\$3,600	\$0	\$0	\$3,600	0.0017	\$6.12	\$1.33	\$4.79
8810	\$322,367	\$347,753	\$372,229	\$1,042,349	0.0012	\$1,250.81	\$308.95	\$941.86
9410	\$149,199	\$152,685	\$190,739	\$492,623	0.0065	\$3,202.04	\$861.35	\$2,340.69
	<b>\$823,093</b>	<b>\$919,041</b>	<b>\$975,450</b>	<b>\$2,717,584</b>		<b>\$20,396.31</b>	<b>\$4,526.84</b>	<b>\$15,869.47</b>

##### Actual Losses valued as of 12/31/2020

Year	Claims Count	Actual Incurred Losses	Actual Losses*	Actual Primary Losses	Actual Excess Losses
2017-18	2	\$3,176.27	\$2,676.27	\$2,676.27	\$0.00
2018-19	0	\$0.00	\$0.00	\$0.00	\$0.00
2019-20	0	\$0.00	\$0.00	\$0.00	\$0.00
		<b>Totals</b>	<b>\$2,676.27</b>	<b>\$2,676.27</b>	<b>\$0.00</b>

\* Actual Losses are capped at \$175,000 per claim for purposes of EMOD calculations.

EMOD Calculation - Based on Workers' Compensation Insurance Rating Bureau's (WCIRB) rating model.

Total Adjusted Losses				2021-22 EMOD	
Expected Excess Losses	Actual Primary Losses	Total Expected Losses	=		
( \$15,869.47	+ \$2,676.27	\$20,396.31	=	91%	





Special District Risk Management Authority

Workers' Compensation EMOD Claims Detail

Program Year 2021-22

Hidden Valley Lake Community Services District

Injury Date	Claim Number	Claim Status	Injury Category	Injury Type	Total Incurred	*Actual Losses
02/28/2018	SDWA-559414	C	Medical	Injury - Using Tool Or Machine	\$2,690.21	\$2,440.21
04/12/2018	SDWA-559511	C	Medical	Misc - Foreign Body In Eye	\$486.06	\$236.06
<b>2017-18</b>	<b>No. of Claims</b>	<b>2</b>			<b>\$3,176.27</b>	<b>\$2,676.27</b>
	No Claims			All claims under \$2,001	\$ .00	\$ .00
<b>2018-19</b>	<b>No. of Claims</b>	<b>0</b>			<b>\$ .00</b>	<b>\$ .00</b>
	No Claims			All claims under \$2,001	\$ .00	\$ .00
<b>2019-20</b>	<b>No. of Claims</b>	<b>0</b>			<b>\$ .00</b>	<b>\$ .00</b>
<b>Total</b>	<b>No. of Claims</b>	<b>2</b>			<b>\$3,176.27</b>	<b>\$2,676.27</b>

\* Actual Losses have the first \$250 excluded and are capped at \$175,000

# Special District Risk Management Authority



## Policy Lines of Coverage for Program Year 2020-21

Hidden Valley Lake Community Services District

Line of Coverage	Item Count	Total Insured Value (TIV)	Deductible	Limit
<b>Property</b>	30	\$13,070,439		
Property			\$1,000	\$800,000,000
Boiler & Machinery			\$1,000	\$100,000,000
Flood (excluding A and V)			\$500,000	\$800,000,000
Flood (A and V)			\$500,000	\$800,000,000
Pollution			\$150,000	\$2,000,000
Cyber			\$50,000	\$2,000,000
Catastrophic Loss			\$500,000	\$800,000,000
<b>Mobile Equipment</b>	3	\$163,579		
Mobile/Contractors Equipment			\$1,000	\$800,000,000
<b>General Liability</b>				
Bodily Injury			\$25,000*	\$10,000,000
Property Damage			\$25,000*	\$10,000,000
Public Officials Personal			\$500	\$500,000
Employment Benefits			\$25,000*	\$10,000,000
Employee/Public Officials E & O			\$25,000*	\$10,000,000
Employment Practices Liability			\$50,000*	\$10,000,000
Employee/Public Officials Dishonesty (Crime)			\$0	\$1,000,000
<b>Auto Liability (includes non-owned auto)</b>	11	\$807,179		
Auto Bodily Injury			\$25,000*	\$10,000,000
Auto Property Damage			\$25,000*	\$10,000,000
Non-Owned Auto Bodily Injury			\$25,000*	\$10,000,000
Non-Owned Auto Property Damage			\$25,000*	\$10,000,000
Uninsured Motorist			\$25,000*	\$1,000,000
<b>Auto Physical Damage</b>	11	\$807,179		
Auto PD - Comp			Per Item	\$100,000
Auto PD - Collision			Per Item	\$100,000
High Dollar Vehicles			Per Item	\$800,000,000
<b>Trailer</b>	4	\$51,948		
Trailer			\$250	\$100,000
<b>Workers' Compensation</b>	5			
Employers Liability			\$0	\$5,000,000
Workers' Compensation			\$0	Statutory

\* Special Deductibles/Limits

**INSERT YOUR  
MEMORANDUM OF LIABILITY COVERAGE  
DECLARATIONS PAGE HERE**

# MEMORANDUM OF LIABILITY COVERAGE

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**ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY (ACWA JPIA)**

**MEMORANDUM OF LIABILITY COVERAGE**

**FORM NO. MOLC-100120**

This is a **Memorandum** of understanding between all of the **Member Agencies** of the Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA), a California public entities risk pool operating under Sections 990.4 and 990.8 of the Government Code and other provisions of law. The purpose of this **Memorandum** is to set forth the terms on which the ACWA JPIA's **Member Agencies** have agreed to pool certain third-party liability risks among their membership, and have agreed to purchase excess liability insurance (or reinsurance) above the limit of coverage provided by the **Member Agencies'** pooled funds. This **Memorandum** shall be applied according to the principles of contract law, giving full effect to the intent of the **Member Agencies** of the ACWA JPIA in adopting this Memorandum of Liability Coverage. None of the parties to the Memorandum are entitled to rely on any contract interpretation principle which would require the interpretation of ambiguous language against the drafter of an agreement. The **Member Agencies** participating in the pool understand and acknowledge that their risk-pooling arrangement governed by this **Memorandum** is not insurance nor is it subject to regulation under the Insurance Code. As the ACWA JPIA is not an insurer, it has no obligation to issue reservation of rights letters, nor does it have any obligation to provide *Cumis* counsel to a **Covered Party** in a disputed coverage situation, as an insurer might have under Civil Code Section 2860.

Throughout this **Memorandum**, words and phrases that appear in bold have special meaning. They are defined in Section I - Definitions. Words that appear in CAPITAL LETTERS have reference to the like titled section in the **Memorandum**.

Neither the terms nor conditions of this **Memorandum** may be changed, except by addendum issued by us to become part of this **Memorandum**.

In consideration of the premium paid by the **Member Agency**, and subject to all terms and conditions herein, the **Authority** and the **Member Agency** agrees as follows:

## SECTION I - DEFINITIONS

**Aerial application** means the delivery of herbicides and/or pesticides by use of an agricultural **aircraft** including but not limited to airplanes, helicopters, and/or **unmanned aircraft**.

**Aircraft** means a vehicle designed for the transport of persons or property principally in the air.

**Authority** means the Association of California Water Agencies Joint Powers Insurance Authority.

**Automobile** means a land motor vehicle, trailer or semi-trailer.

**Bodily injury** means physical injury, sickness, disease, or emotional distress sustained by a person, including death resulting therefrom, and also includes care and loss of services by any person or persons.

**Claim(s)** means a demand for money.

**Covered Party** means any person or entity set forth in Section IV of this **Memorandum**.

**Cyber Liability** means any liability arising out of or related to the acquisition, storage, security, use, misuse, disclosure, or transmission of electronic data of any kind, including, but not limited to, technology errors and omissions, information security and privacy, privacy notification cost, penalties for regulatory defense or penalties, website media content, disclosure or misuse of confidential information, failure to prevent unauthorized disclosure or misuse of confidential information, improper or inadequate storage or security or personal or confidential information, unauthorized use, unauthorized access to computer systems containing confidential information, or transmission or failure to prevent transmission of a computer virus or other damaging material.

**Dam** means any artificial barrier, together with appurtenant works, which does or may impound or divert water, and which either: (a) is 25 feet or more in height from the natural bed of the stream or watercourse at the downstream toe of the barrier, or from the lowest elevation of the outside limit of the barrier, if it is not across a stream channel or watercourse, to the maximum possible water storage elevation; or (b) has an impounding capacity of 50 acre-feet or more.

Any such barrier which is not in excess of 6 feet in height, regardless of storage capacity, or which has a storage capacity not in excess of 15 acre-feet, regardless of height, shall not be considered a **dam**.

No obstruction in a canal used to raise or lower water therein or divert water therefrom, no levee, including but not limited to, a levee on the bed of a natural lake the primary purpose of which levee is to control floodwaters, no railroad fill or structure, tank constructed of steel or concrete or of a combination thereof, no tank elevated above the ground, and no barrier which is not across a stream channel, watercourse, or natural drainage area and which has the principal purpose of impounding water for agricultural use shall be considered a **dam**. In addition, no obstruction in the channel of a stream or watercourse, which is 15 feet or less in height from the lowest elevation of the obstruction and which has the single purpose of spreading water within the bed of the stream or watercourse upstream from the construction for percolation underground shall be considered a **dam**.

Regardless of the language of the above definition, however, no structure specifically exempted from the jurisdiction of the State of California Department of Water Resources, Division of Safety of Dams, shall be considered a **dam**, unless such structure is under the jurisdiction of any agency of the Federal Government.

**Damages** means monetary compensation legally recoverable from a **Covered Party**, for past injury caused to a claimant by the unlawful acts or omissions of said **Covered Party**, except for the following:

1. Punitive or exemplary damages, statutory multiples of damages, civil fines or penalties, or any other liability over and above actual damages, by whatever name called, irrespective of whether the **Covered Party's** governing board has taken any action or passed any resolution electing to pay such damages;
2. Criminal fines or penalties;
3. Back-pay awards or any other restitutive relief awarded to compensate a claimant for services rendered to, or financial benefit otherwise conferred upon, a **Covered Party**; and any FLSA Wage and Hour or any CA Wage Order or any similar Federal or State law claims or suits against, either the **Member Agency** or **Covered Party**; and
4. Injunctive and/or administrative relief.

**Defense costs** means reasonable fees charged by an attorney appointed by the **Authority** to defend the **claim** or **suit** and all other reasonable fees, costs and

expenses attributable to the investigation, defense or appeal of a **claim** or **suit** that is within the scope of coverage afforded by this **Memorandum**, and that has been, and remains, duly tendered to the **Authority** for defense and indemnity under this **Memorandum**, except salaries of employees of the **Covered Party**, the office expenses of the **Member Agency**, and expenses of any claims servicing organization the **Member Agency** has engaged.

**Employee** means any person whose labor or services is engaged and directed by a **Covered Party**, whether past or present, including a volunteer, official, or applicant for employment. This includes part-time, seasonal, and temporary labor or services, as well as any person employed in a supervisory, managerial, or confidential position. **Employee** shall not include leased employees, independent contractors or subcontractors, agents, or servants of any **Covered Party**, unless the **Covered Party** has the right to and does control and direct the details of their work rather than the result of that work. **Employee** also shall not include spouse, child, unborn fetus, parent, brother, or sister of the **employee**.

The exclusion of independent contractors or subcontractors from the definition of **employee** shall not apply to a **claim** for sexual harassment specifically authorized under California Government Code 12940(j)(4) and (5).

**Employment Practices Liability** means liability of the **Covered Party** for compensatory damages payable to any prospective, present or former **employee** on account of a violation by **Covered Party** of any federal or state **Employment Liability Statute** or conduct held to be in violation California public policy, arising from:

1. Refusal to employ such person; or
2. Termination of such person's employment; or
3. Coercion, discrimination, retaliation, harassment, demotion, reassignment, discipline or other employment-related practice, policy, act or omission, provided such practice policy act omission does not include the willful commission of a crime or intentional infliction of **bodily Injury**.

Liability to the **employee** shall include liability to any spouse for economic damages or emotional distress incident to any of the acts 1 through 3 above. **Employment Practices Liability** excludes anything not enumerated above, specifically excluding liability for breach of any employment contract, including without limitation any liability for wages, salaries, bonuses, stipends, expenses, overtime, retirement, medical or disability benefits, back pay, or any severance or other amount payable on termination.



**Employment Liability Statute** shall include the following:

Title VII of the Civil Rights Act of 1964 and amendments thereto; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Equal Pay Act; the Pregnancy Discrimination Act of 1978; the Immigration Reform Control Act of 1986; the Family and Medical Leave Act of 1993; the Genetic Information Nondiscrimination Act of 2008; the Health Insurance Portability and Accountability Act of 1996; the California Fair Employment and Housing Act; and any California or Federal statute to the extent it proscribes the same conduct.

**Hired automobile** means an **automobile** used under contract on behalf of, or loaned to, the **Member Agency**, provided such **automobile** is not owned by or registered in the name of the **Member Agency** or an **employee** or authorized volunteer of the **Member Agency**.

**Member Agency** means the local public agency, designated in the DECLARATIONS, which is a party signatory to the Joint Powers Agreement creating the Association of California Water Agencies Joint Powers Insurance Authority and is a participant in its Liability Program.

**Member Agency's product** means any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by the **Member Agency** or by others trading under its name, including, but not limited to, domestic water, agricultural water, recycled water, waste water, or electricity. Member Agency's product also includes containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Memorandum** means this document, the MEMORANDUM OF LIABILITY COVERAGE.

**Nuclear material** means source material, special **nuclear material**, or byproduct material. "Source material," "special **nuclear material**," and "byproduct material" have the meanings given to them by the Atomic Energy Act of 1954 or in any law amendatory thereof.

**Occurrence** means:

1. With respect to the **bodily injury, property damage, or sudden and accidental pollution**: an accident, including continuous or repeated exposure to substantially the same generally harmful conditions, which results in **bodily injury** or **property damage**

neither expected nor intended from the standpoint of the **Covered Party**. **Property damage** that is the loss of use of tangible property not physically injured shall be deemed to occur at the time of the **occurrence** that caused it.

2. With respect to **personal injury** and **Public Official's errors and omissions** respectively: an offense described in the definition of those terms in this **Memorandum**.
3. With respect to **Employment Practices Liability**: an act, policy, or course of conduct by a **Covered Party** during the coverage period which results in a claim for wrongful employment if the first act, policy or course of conduct occurred during the coverage period.

All allegations by the same **employee** in the same claim shall be considered one **occurrence** for the purpose of the Limit of Coverage, and such **occurrence** shall be deemed to exist on the date of the alleged first act, policy, or conduct, in the event of an allegation of multiple acts, policies, or course of conduct.

**Owned automobile** means an **automobile** owned by or under long term lease to the **Member Agency**.

**Personal Injury** means: (a) false arrest, malicious prosecution, or willful detention; (b) libel, slander or defamation of character; (c) invasion of privacy; (d) wrongful entry or eviction, or other invasion of the right of private occupancy; (e) assault and battery; and (f) discrimination or violation of civil rights prohibited by law or violation of federal civil rights laws, not intentionally committed by or at the direction of a **Covered Party**.

**Pollutants** means any solid, semi-solid, noise, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, mists, fumes, acids, alkalis, chemicals, biological and other etiologic agents or materials, genetically engineered materials, teratogenic, carcinogenic and mutagenic materials, waste materials, and any irritant or contaminant. Waste material includes materials which are intended to be or have been recycled, reconditioned or reclaimed.

**Pollutants** does not include domestic water, agricultural water, recycled water, waste water, or water furnished to commercial users, nor include waterborne asbestos.

**Products hazard** includes **bodily injury** or **property damage** arising out of the **Member Agency's products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from premises owned by or rented to the **Member Agency**

and after physical possession of such **Member Agency's products** has been relinquished to others.

**Property damage** means physical injury to or destruction of tangible property, including the loss of use thereof at any time resulting therefrom; or loss of use of tangible property which has not been physically injured or destroyed.

**Public Official's errors and omissions** means any and all breaches of duty by any **Covered Party** arising from mistake, misstatement, misleading statement, error, neglect, inadvertence, omission or negligent action or inaction, in the discharge of his/her duties for the **Member Agency** including service with any other entity at the direction of any **Member Agency**, except for the following:

1. Willful commission of crime or other dishonest, fraudulent or malicious act;
2. Obtaining financial gain to which the **Covered Party** is not legally entitled;
3. Faulty preparation or approval of maps, plans, reports, surveys, designs, bid documents, or specifications unrelated to the operations of a **Covered Party**; but this exception does not apply to reports provided to any other water purveyor or to services provided by a **Covered Party** for another **Covered Party**; or
4. Adoption or administrative application of any ordinance, resolution or regulation.

**Sexual Abuse or Molestation** means any actual or alleged negligent or intentional act, error or omission, amounting to or resulting in sexual abuse or molestation or threatened sexual abuse or molestation of any minor.

**Subsidence** shall mean earth movement including, but not limited to, landslide, mudflow, earth sinking, earth rising or earth shifting.

**Sudden and accidental pollution** means the sudden and accidental discharge, dispersal, release, or escape of **pollutants**, resulting in **property damage** or **bodily injury** neither expected nor intended from the standpoint of the **covered party**, onto or upon land, into the atmosphere, into or under the ground, or into any watercourse, whether natural or man-made, or body of water or aquifer, but does not include any discharge, dispersal, release, or escape of **pollutants**, whether sudden or accidental or gradual or intentional from any fixed or

stationary contained, vessel, or tank of any description whatever, when located above ground or underground.

**Suit(s)** means a civil proceeding in which **damages** are alleged because of **bodily injury, property damage, personal injury, or Public Official's errors and omissions** to which this **Memorandum** applies. **Suit** includes:

1. An arbitration proceeding in which such **damages** are claimed and to which a **Covered Party** must submit or does submit with the consent of the **Authority**; or
2. Any other alternative dispute resolution proceeding in which such **damages** are claimed and to which a **Covered Party** submits with the consent of the **Authority**.

**Terrorism** means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Ultimate net loss** means the sum actually paid or payable in cash in the settlement or satisfaction of **claims** or **suits**, for which the **Covered Party** is liable either by: (1) adjudication, or (2) compromises with the written consent of the **Authority**, after making proper deduction for all recoveries and salvages collectible, and includes **defense costs**, court costs and interest on any judgment or award, but excludes all unallocated loss adjustment expenses and all salaries of employees and office expenses of the **Covered Party** and **Authority**.

**Unmanned Aircraft** means an **aircraft**, aerial system or device that is not designed, manufactured, or modified after manufactured to be controlled directly by a person from within or on the **aircraft**, aerial system or device.

## SECTION II – COVERAGE

The **Authority** shall pay on behalf of any **Covered Party** the **ultimate net loss** which that **Covered Party** shall become legally obligated to pay to a third party by reason of liability (1) imposed by law, or (2) assumed by contract, for **damages** because of:

1. **Bodily Injury** Liability;
2. **Property Damage** Liability;
3. **Public Official's Errors and Omissions** Liability;
4. **Personal Injury** Liability; or
5. **Employment Practices** Liability

to which this **Memorandum** applies, caused by or arising out of an **occurrence** during the coverage period.

This coverage applies only to **claims** for **damages** arising out of those activities the **Member Agency** was engaged in at the inception date of this **Memorandum**, and not to **claims** arising out of any activity or service which the **Member Agency** added to its operations after the inception date of this **Memorandum**, unless such new activity or service is reported by the **Member Agency** to the **Authority** at least 60 days prior to commencing the new activity or service.

This coverage does not apply to **claims** for **damages** which are either expected or intended by the **Covered Party**.

Any increase in the **Member Agency's** exposure with regard to levee maintenance, hydroelectric generation, fire, police or ambulance services must have prior approval of the Executive Committee in order to have coverage under this **Memorandum**.

### SECTION III – LIMIT OF LIABILITY

Regardless of the number of (1) **Covered Parties** under this **Memorandum**, (2) persons or organizations who sustain injury or damage, or (3) **claims** made or **suits** brought, the **Authority's** liability for the **ultimate net loss** shall be the lesser of:

1. \$5,000,000 Any one **occurrence**, arising out of **bodily injury, property damage, Public Official's errors and omissions, personal injury or Employment Practices** Liability, or any combination thereof; or
2. The total limit for all **Covered Parties** provided by any purchased excess insurance or reinsurance, subject to the **Authority's** ability to recover from those excess insurers or reinsurers.

## SECTION IV –WHO IS COVERED

Each of the following is a **Covered Party** to the extent set forth below:

1. The **Member Agency** and any subsidiary or special district or agency totally governed by the **Member Agency**;
2. Any director of the **Member Agency** while acting within the course and scope of his/her duties;
3. Any **employee** or authorized volunteer of the **Member Agency** while acting within the course and scope of his/her duties; and
4. Any party designated in the foregoing paragraphs 1 through 3 while acting within the course and scope of his/her duties with respect to the use of an **automobile** not owned by the **Member Agency** and then only excess over any other insurance specifically insuring said **automobile**. Any person while using any **owned** or **hired automobile** and any person legally responsible for the use thereof, provided the actual use of the **automobile** is with the permission of the **Member Agency**.

## SECTION V - DEFENSE OF THE MEMBER AGENCY

On causes of action covered by this **Memorandum** and only those causes, the **Authority** shall have the right and duty to defend any **suit** against any **Covered Party**, even if all allegations are groundless, false or fraudulent. The **Authority** may make such investigations, negotiations or settlement of any **claim** or **suit** as it deems expedient. The **Authority** shall not be obligated to pay any **claim** or judgment or to defend any **suit** after any of the **Authority's** limits of liability have been exhausted.

The **Authority** shall have no duty to defend any **suit** against a **Covered Party**, nor to pay any costs or expenses incurred by any **Covered Party**, at any time before the **suit** is tendered to the **Authority**, nor shall the **Authority** have any duty to pay any costs or expenses incurred by any **Covered Party** at any time after the **Covered Party** withdraws its tender of the **suit** to the **Authority** for any reason.

This coverage applies only to claims for **damages** caused by an **occurrence**, for damage or injury that occurs during the coverage period of this **Memorandum**, and then only if, prior to the first day of the coverage period of this **Memorandum**, no person or party authorized by any **Covered Party** to give or

receive notice of an **occurrence** or claim knew that the injury or damage had occurred, in whole or in part. If such an authorized person or party knew, prior to the first day of the coverage period of this **Memorandum**, that the injury or damage had occurred, then any continuation, change or resumption of such injury or damage during or after the coverage period of this **Memorandum** will be deemed to have been known prior to the coverage period. Injury or damage will be deemed to have been known to have occurred at the earliest time when any person or party authorized by any **Covered Party** to give or receive notice of an **occurrence** or **claim**: (1) reports all, or any part, of the injury or damage to the **Authority** or to any other risk pool, any insurer, or any other indemnitor; or (2) receives a written or verbal demand or **claim** for **damages** because of the injury or damage; or (3) becomes aware by any other means that injury or damage has occurred or has begun to occur.

With respect to any covered claim or suit against the **Covered Party**, the **Authority** shall select and assign counsel to defend the **Covered Party(s)** against the claim or suit. The **Authority** will consider the wishes of a **Covered Party** with respect to the assignment of counsel; however, the **Authority** retains the sole right to make the assignment of counsel. If the **Covered Party** refuses to be defended by the counsel assigned by the **Authority** then this **Memorandum** shall not provide any defense or indemnity to such **Covered Party** for such claim or suit, and the **Authority** shall not be required to contribute to any defense costs, settlement or judgment arising from such claim or suit.

Any claim for damages by one **Member Agency** against any other **Member Agency**, if otherwise covered by this **Memorandum**, shall be submitted to binding arbitration pursuant to Section VII. – Conditions, F. RESOLUTION OF DISPUTES, (6) Arbitration Procedures for Resolving Disputes.

## SECTION VI – EXCLUSIONS

This **Memorandum** does not apply to any defense or indemnification for the following items, whether the act or **occurrence** is alone, or is concurrent with other, covered matters:

- A. Liability arising out of the ownership, maintenance, loading, unloading, use or operation of any airfield, or similar aviation facility; or

Liability arising out of the ownership of **aircraft**, or the maintenance or use of owned **aircraft**.

This exclusion does not apply to claims arising out of the ownership, operation, use, maintenance or entrustment to others of any **unmanned**

**aircraft** owned or operated by or rented to or loaned by or on behalf of any **Member Agency** if operated in accordance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to Federal Aviation Administration (FAA) Rules and Regulations for **unmanned aircraft** detailed in part 107 of Title XIV of the Code of Federal Regulations.

- B. Any obligation for which any **Covered Party**, or any carrier as insurer therefore, may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law; or

Liability of any **employee** or authorized volunteer with respect to **bodily injury** of another **employee** or authorized volunteer.

- C. Liability for **property damage** to:

1. Property owned by the **Covered Party**;
2. **Aircraft** in the care, custody or control of the **Covered Party**.

- D. Liability arising out of:

1. The **Covered Party's** delivery or non-delivery of **Member Agency's product**, based on any decision made by the **Covered Party's** with respect to either obtaining a supply of water or electricity for, or allocating the available supply of water or electricity, among the **Covered Party's** water or electricity users;
2. Any claim based upon taxes, fees, service charges, rates or assessments charged by the **Covered Party** for delivery of the **Member Agency's product**; or
3. The **Covered Party's** claim to, right to or ownership of any supply of **Member Agency's product**.

- E. Liability for:

1. **Bodily injury, property damage, personal injury or Public Official's errors and omissions** which would not have occurred or taken place in whole or in part except for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time; or



2. Any loss, cost or expense arising out of any:
  - a. Request, demand, or order that a **Covered Party**, or any others, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
  - b. **Claim or suit** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning, removing, containing, treating, detoxifying or neutralizing, in any way responding to, or assessing the effects of **pollutants**.
  - c. **Aerial application** of weed abatement or spraying or pest abatement or spraying.

However, this exclusion shall not apply to **bodily injury, property damage, personal injury, or Public Official's errors and omissions** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** that:

- a. Was sudden and accidental, and neither expected nor intended by a **Covered Party**; or
- b. Resulted from the use, handling, storage, discharge, dispersal, release or escape of chlorine or any other chemical used in the water treatment process or waste water treatment process; or
- c. Arose out of explosion, lightning, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood, earthquake or the collision, upset or overturn of an **automobile** or equipment; or
- d. Arose out of the heat, smoke or fumes from a hostile fire; a hostile fire is defined herein as a fire that becomes uncontrollable or breaks out from where it was intended to be; or
- e. Arose out of weed abatement or spraying, unless by and/or through **aerial application**; or
- f. Arose out of pest abatement or spraying, unless by and/or through **aerial application**; or
- g. Arose from propane or natural gas; or

- h. Arose from the **products hazard**.
- F. Liability arising out of:
- 1. Estimates of probable costs, or cost estimates being exceeded, or failure to award contracts in accordance with statute or ordinance which under law must be submitted for bids; or
  - 2. Failure to perform or breach of a contractual obligation; or
  - 4. Settlement Agreements. Claims alleging breach of a settlement agreement involving a **Covered Party** in an underlying matter that was afforded coverage under this **Memorandum** will be covered for no more than \$25,000.00 reimbursement by the **Authority** to the **Covered Party** for indemnity and defense as a combined total.
- G. Liability at any time arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust; or
- To any obligation of the **Covered Party** to indemnify any party because of damage arising any time as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust; or
- To any obligation to defend any **suit** or **claim** against the **Covered Party** seeking **damages**, if such **suit** or **claim** results from or is contributed to, by any or any combination of the following: manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers, or asbestos dust.
- H. Liability for past, present, or future **claims** arising in whole or in part, either directly or indirectly, out of selenium, or any compound containing selenium.
- I. Liability for punitive or exemplary damages, statutory multiples of damages, civil fines or penalties, or any other liability over and above actual **damages**, by whatever name called, irrespective of whether the **Covered Party's** governing board has taken any action or passed any resolution electing to pay such damages.
- J. Liability arising out of the hazardous properties of **nuclear material**.

- K. Liability arising out of the partial or complete structural failure of any **dam**.
- L. Liability arising out of or in connection with land use regulation, or land use planning, the principles of eminent domain, condemnation proceedings, or inverse condemnation by whatever name called, to the extent that such liability is alleged to, or does, result from deliberate, decision-making conduct by the governing body of the **Covered Party**, and whether or not liability accrues directly against any **Covered Party** by virtue of any agreement entered into by or on behalf of any **Covered Party**.

This exclusion does not apply to inverse condemnation liability arising from accidentally caused physical injury to or destruction of tangible property, including all resulting loss of use of such property, for which the **Covered Party** may be legally responsible.

- M. Liability imposed by any “No-Fault,” “Uninsured Motorist” or “Underinsured Motorist” law, or any similar law.
- N. Liability arising out of any claim for **Cyber Liability** or by any name by which it is called.
- O. Liability arising out of injunctive and/or administrative relief.
- P. Liability arising out of the actual or threatened abuse or **molestation** of any minor, including but not limited to physical abuse, corporal punishment, **sexual abuse**, or sexual **molestation** by any **Covered Party**, or anyone acting on behalf of the **Covered Party**.
- Q. Liability arising out of the adoption or administrative application of any ordinance, resolution or regulation.

This exclusion shall not apply to the physical enforcement of an ordinance, resolution or regulation, such as liability arising from the act of delivering a fine, citation, warning, notice or inspection.

- R. Liability arising out of or by reason of:
  - 1. The purchase, sale, offer of sale, or solicitation of any security, debt, bank deposit, or financial interest or instrument;
  - 2. Any representations made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument;

3. Any depreciation or decline in price or value of any security, debt, bank deposit, or financial interest or instrument; or
4. Employee Retirement Income Security Act of 1974 or any law amendatory thereof, or any similar law, or arising out of fiduciary activities with respect to employee benefit plans.

## SECTION VII - CONDITIONS

### A. PREMIUM/DEPOSIT PREMIUM

All premium payments required by this **Memorandum** shall be computed in accordance with the Joint Powers Agreement and the cost allocation plan adopted by the **Authority's** Board of Directors. The Deposit Premium is an estimate to be credited against the amount of Retrospective Premium determined under the cost allocation plan.

### B. INSPECTION AND AUDIT

The **Authority** shall be permitted, but not obligated, to inspect the **Member Agency's** property or operations at any time. The **Authority** shall have the right to examine and/or audit any data provided by the **Member Agency** which affects or may affect the **Member Agency's** financial obligations under this **Memorandum**.

### C. SEVERABILITY OF INTEREST

The term **Member Agency** is used severally and not collectively.

### D. MEMBER AGENCY'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM, OR SUIT

1. The **Covered Party's** duties in the event of an occurrence, **claim**, or **suit** reasonably likely to involve the **Authority** are as follows. These provisions are conditions precedent to coverage afforded under this **Memorandum**.  
Written notice containing particulars sufficient to identify the **Covered Party** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of the available witnesses, shall be given by or for the **Covered Party** to the **Authority** or any of its authorized agents.

- a. The **Covered Party** shall immediately notify the **Authority** upon receipt of notice of a claim involving:
  - i. One or more fatalities;
  - ii. Loss of limb or amputation;
  - iii. Loss of use of any sensory organ;
  - iv. Spinal cord injuries (quadriplegia or paraplegia);
  - v. Third degree burns involving 10% or more of the body;
  - vi. Serious facial disfigurement;
  - vii. Paralysis;
  - viii. Closed head injuries;
  - ix. Serious loss of use of any body functions;
  - x. Long-term hospitalization;
  - xi. Class action suits; or
  - xii. Sexual abuse or molestation.
2. If **claim** is made or **suit** is brought against the **Covered Party**, and the **Covered Party** seeks defense or indemnity against the **claim** or **suit** from the **Authority**, the **Covered Party** shall immediately forward to the **Authority** every demand, notice, summons or process received.
3. The **Covered Party** shall cooperate with the **Authority** and with defense counsel appointed by the **Authority** and, upon the **Authority's** request, assist in making settlements, in the conduct of **suits** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Covered Party** because of injury or **damage** with respect to which coverage is afforded under this **Memorandum**; and the **Covered Party** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Covered Party** shall not, except at the **Covered Party's** own cost, voluntarily

make any payment, assume any obligation, or incur any defense attorney's fees or costs or any other expense other than for first aid or damage mitigation.

4. With respect to "Small **Claims**" as defined below, the **Member Agency** may elect to make investigations and settlements. At the request of the **Member Agency**, however, the **Authority** shall investigate, handle, deny, accept or otherwise settle any such **claim** or **claims** on behalf of the **Member Agency**.

"Small **Claims**" within the meaning of this condition:

- a. Must be for **property damage** only, with no apparent potential for related **bodily injury** allegations;
- b. Must not have estimated **damages** for all **claims** arising out of the **occurrence** exceeding the **Member Agency's** applicable Retrospective Allocation Point; and
- c. Must be settled within sixty (60) days of the date of filing or be turned over to the **Authority's** claims handling agency no later than the 62nd day.

If a **Member Agency** incurs a loss which meets the above constraints, it may use the following procedures:

- a. Negotiate settlement of the **claim** up to the specified limits;
  - b. Issue a check to claimant or otherwise compensate claimant for the agreed upon **damages**; and
  - c. Report the settlement to the **Authority** with a copy of the **claim** report, along with a copy of any release taken, and receive reimbursement for the amount of the settlement.
5. The **Authority** shall not be liable for **occurrences, suits** or **claims** with regard to which the **Member Agency** fails to comply with this subsection D.

#### E. ACTION AGAINST THE **AUTHORITY**

No action shall lie against the **Authority** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this **Memorandum**, nor until the amount of the **Covered Party's** obligation to

pay shall have been finally determined either by judgment against the **Covered Party** after actual trial or by written agreement of the **Covered Party**, the claimant and the **Authority**.

No person or organization shall have any right under this **Memorandum** to join the **Authority** as a party to any action against any **Covered Party** to determine the **Covered Party's** liability, nor shall the **Authority** be impleaded by the **Covered Party** or the **Covered Party's** legal representative. Bankruptcy or insolvency of the **Covered Party** or of the **Covered Party's** estate shall not relieve the **Authority** of any of its obligations hereunder.

## F. RESOLUTION OF DISPUTES

### 1. General

The following procedures shall be followed in resolving any dispute, **claim**, or controversy arising out of or connected with the agreements set forth in this **Memorandum**. Such disputes shall be resolved by either administrative proceedings or binding arbitration as provided for herein. The parties in these proceedings shall be the **Authority** and the **Member Agency** and are hereinafter referred to as "party" or "parties".

### 2. Initiation of Proceedings

Either party shall give written notice to the other party of its intent to initiate proceedings to resolve any dispute covered by this SECTION VII – Conditions, E. Such notice shall contain a statement setting forth the nature of the dispute, the amount involved, and the remedy sought.

### 3. Administrative Procedures for Resolving Disputes

- a. All disputes subject to these proceedings shall first be submitted to the following designated committee, depending upon the amount in dispute, to determine whether the dispute can be resolved by administrative proceedings without having to be submitted to binding arbitration.

<u>Level and Committee</u>	<u>Amount in Dispute</u>
1. Liability Program Committee	Not in excess of \$50,000, per <b>occurrence</b>
2. The <b>Authority's</b> Executive Committee	Over \$50,000, but not in excess of \$200,000, per <b>occurrence</b>
3. Ad Hoc Board Committee	Over \$200,000 and up to the attachment point of re-insurance or excess coverage, per <b>occurrence</b>

b. A separate Ad Hoc Board Committee shall be formed for each dispute as follows:

- i. Upon initiation of the dispute, the entire Board roster shall be randomly prioritized.
- ii. The first seven Board members on the prioritized list agreeing to serve on the Ad Hoc Committee, or to have their alternates serve, shall comprise the pool. At least five members of the pool shall be required to convene the Committee.
- iii. No Board member representing a **Member Agency** that is a party to the arbitration, nor his/her alternate, shall serve on the Ad Hoc Committee.

4. Administrative Hearings

Administrative hearings before committees shall be conducted in an informal manner with the Chair of the Committee presiding at the Liability Program Committee and the Executive Committee and the Chief Executive Officer of the **Authority** presiding, without a vote, at the Ad Hoc Committee. They shall be conducted in accordance with procedures determined by the Committee except as follows:

a. List of Witnesses and Documents

If either party wishes a list of the other party's witnesses and documents, it may demand it in accordance with the procedures set forth in California Code of Civil Procedure, Section 1282.2. However, the failure to list a witness or a



document shall not bar the testimony of the unlisted witness or the introduction of an undesignated document, provided that good cause for the omission is shown as determined by the Committee.

b. Presentation of Evidence

Each party shall present its evidence in an informal manner. The Chair of the Committee shall rule on the admission and exclusion of evidence, but the Chair need not follow the rules of evidence and rules of judicial procedures.

c. Cross-Examination

Each party shall be permitted to cross-examine witnesses.

d. Testimony Under Oath

The testimony of witnesses shall be given under oath, with oaths to be administered by a Notary Public.

e. Representation by Counsel

Parties have the right to be represented by counsel.

f. Stenographic Record

Either party wishing a stenographic record shall make arrangements directly with a stenographer and shall notify the other party of such arrangements in advance of the hearing. The requesting party shall pay the cost of recording the hearing if no transcript is ordered. If a transcript is ordered, the cost of the transcript and of recording the hearing shall be prorated equally among the parties ordering copies.

g. Place of Hearing

Unless otherwise agreed to by the parties, administrative hearings shall be held at the general office of the **Authority**.

h. Time of Decisions

Decisions shall be made promptly by the Committee in writing and, unless otherwise agreed by the parties or

specified by law, no later than ten (10) days from the date of the close of the hearing.

i. Costs and Expenses

Each party shall bear its own expenses.

5. Time and Method of Appealing Administrative Decisions

Either party may appeal the decision of the Committee to which the dispute was first referred pursuant to paragraph (3) above. Notice of such appeal shall be submitted in writing within ten (10) days of receipt of the Committee's decision. If the initial decision was by the Liability Program Committee or by the Executive Committee, the parties shall confer within ten (10) days of receipt of the Notice of Appeal to determine if they are both willing to submit the appeal to one of the committees set forth in paragraph (3) above having greater jurisdiction than the Committee that made the initial decision. If they agree to submit it to such a committee for final binding determination, the parties shall indicate this in writing and the matter shall be submitted to that committee and heard in accordance with the procedures set forth in paragraph (4) above. If either party is not willing to have the appeal heard by another committee, or the initial decision was by the Ad Hoc Board Committee, the appeal shall be submitted to binding arbitration in accordance with the procedures set forth in paragraph (6) below.

6. Arbitration Procedures for Resolving Disputes

a. Selection of Arbitrators

If an appeal of an administrative decision is submitted to arbitration, each party shall, within ten (10) days, select one arbitrator and submit his or her name in writing to the other party. Within ten (10) days after their selection, these two arbitrators shall select a third independent arbitrator. If the two parties cannot agree on the selection of the third arbitrator within ten (10) days, either party may petition the Placer County Superior Court for the appointment of the third arbitrator pursuant to the provisions of Section 1281.6 of the California Code of Civil Procedure. The third arbitrator shall preside as the Chair of the arbitration panel. Except for notification of appointment and as provided in the California Code of Civil Procedure, there shall be no communication

between the parties and the arbitrator(s) relating to the subject of the arbitration other than at oral hearings.

b. Discovery

The procedures set forth in California Code of Civil Procedure Section 1283.05 relating to depositions and discovery shall apply to any arbitration pursuant to this paragraph (6).

c. Testimony Under Oath

The testimony of witnesses shall be given under oath, with oaths to be administered by a Notary Public.

d. Stenographic Record

Either party wishing a stenographic record shall make arrangements directly with a stenographer and shall notify the other party of such arrangements in advance of the hearing. The requesting party shall pay the cost of recording the hearing if no transcript is ordered. If a transcript is ordered, the cost of the transcript and of recording the hearing shall be prorated equally among the parties ordering copies.

e. Place of Hearing

Unless otherwise agreed to by the parties, arbitration hearings shall be held at the general office of the **Authority**.

f. Closing the Hearing

Each arbitration hearing shall be completed within one (1) day; provided, however the arbitrators may, for good cause shown, schedule such additional hearings as are necessary to ensure that all evidence material to the controversy is presented.

g. Time of Decisions

Decisions shall be made promptly by the arbitrators in writing and, unless otherwise agreed by the parties or specified by

law, no later than ten (10) days from the date of the close of the hearing.

h. Costs and Expenses

Each party shall pay its own expenses, including the expense of the arbitrator appointed by it and the expense of any witnesses which it calls. Except as otherwise provided herein, the expenses of any witness or the cost of any proof produced at the direct request of the arbitrators, and all other expenses of the arbitration, including the travel and the other expenses of the third arbitrator chosen by the first two arbitrators shall be borne equally by the parties.

i. Interpretation and Application of Rules

With respect to any procedure not herein expressly provided for, the arbitration shall be governed by the California Code of Civil Procedure provisions relating to arbitration (Section 1280 et seq.). The arbitrator(s) shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties. All decisions of the arbitration panel shall be decided by a majority vote.

7. Funding of Defense and Payment of **Claims** Pending Resolution of Dispute

During the course of the administrative and arbitration proceedings provided for herein, the **Authority** may fund any defense to the **claim** against the **Member Agency** and any settlement of that **claim** approved by the **Member Agency**, subject to the right of the **Authority** to recover from the **Member Agency** any amounts paid out by the **Authority** for such defense or settlement which are finally determined not to be owed by the **Authority** under this **Memorandum**, with interest thereon at the legal rate of interest on judgments.

8. Effect of Arbitration Decisions

All decisions on appeals, whether by an administrative committee pursuant to paragraph (5) above or by an arbitration panel, shall be final and binding upon the parties.

9. Not Applicable to Excess Carriers

These arbitration provisions are intended to bind only the **Authority** and its **Member Agencies**. They are not intended to be binding upon any of the **Authority's** re-insurers or excess carriers.

G. OTHER COVERAGES

The coverage afforded in this **Memorandum** shall be excess of, and shall not contribute with, any valid and collectible insurance or self-insurance or other coverage, other than any excess, or umbrella insurance, or reinsurance procured by the **Authority** or the **Member Agency**.

Any and all payments made by others on behalf of the **Member Agency** towards defense costs, settlement, or satisfaction of a claim or suit to which this **Memorandum** applies, including but not limited to payments made by any valid and collectible insurance or self-insurance or other coverage but not including payments made by any excess insurance, umbrella insurance or reinsurance, procured by the **Authority** or the **Member Agency**, shall serve to satisfy the **Authority's** liability for **ultimate net loss** and shall be treated as though paid by the **Authority** hereunder. Such payments shall not be considered "recoveries and salvages collectible" under the definition of **ultimate net loss** set forth under Section I. – Definitions of this **Memorandum**.

H. SUBROGATION

In the event of any payment under this **Memorandum**, the **Authority** shall be subrogated to all the **Covered Party's** rights of recovery therefore against any person or organization, and the **Covered Party** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Covered Party** shall do nothing after an **occurrence** to prejudice such rights and shall do everything necessary to secure such rights.

I. WITHDRAWAL/CANCELLATION

The **Member Agency** may withdraw from the **Authority** and cancel this coverage only:

1. At the end of one of the **Authority's** Liability Program Coverage Years;

2. After three or more years following its first day of coverage by the **Authority's** Liability Program; and
3. After twelve months' advance written notice of such intent to withdraw is given by the **Member Agency** and received by the **Authority**.

The **Authority** may cancel the **Member Agency's** participation in the **Authority's** Liability Program upon a two-thirds vote at any duly constituted Board of Directors' meeting of the **Authority**. However, any canceled **Member Agency** shall be permitted a reasonable time to obtain other basic liability coverage before such cancellation becomes effective.

## COVERAGE SCHEDULE

FOR COVERAGE PERIOD 10/1/2020 - 10/1/2021

COVERAGE LIMIT	CARRIER
\$5,000,000*	ACWA JPIA/California Water Insurance Fund
\$5,000,001 to \$10M*	Safety National Casualty Corporation
\$10,000,001 to \$20M	California Water Insurance Fund
\$20,000,001 to \$35M*	Markel Global Reinsurance Company/ Everest Reinsurance Company Great American Insurance Company
\$35,000,001 to \$40M	Hallmark Specialty Insurance Company
\$40,000,001 to \$50M	Allied World National Assurance Company
\$50,000,001 to \$55M	General Security Indemnity Company of Arizona

**\*SUBLIMITS:**

\$ 5,000,000 **Terrorism**

\$10,000,000 **Communicable Disease**

\$35,000,000 **Subsidence**

\$35,000,000 **Lead**

\$35,000,000 **Mold; Perfluoroalkyl and Polyfluoroalkyl (PFAS)**

All coverage renews at 12:01 a.m. Standard Time at Roseville, California.

**INSERT YOUR  
MEMORANDUM OF PROPERTY COVERAGE  
DECLARATIONS PAGE HERE**



# MEMORANDUM OF PROPERTY COVERAGE

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**ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY (ACWA JPIA)**

**MEMORANDUM OF PROPERTY COVERAGE**

**FORM NO. MOPC-070120**

This Memorandum of Property Coverage (MOPC) sets forth the terms, conditions, and limitations of coverage provided to a **Member Agency** under the MOPC. The terms of this MOPC may not be changed or waived except by amendment made a part of this MOPC.

Throughout this MOPC, words and phrases that appear in **bold** have special meaning. They are defined in Section I, "Definitions".

**SECTION I – DEFINITIONS**

In addition to the definitions provided in the **purchased insurance or reinsurance**, the following additional definitions apply to the MOPC:

1. **Authority** shall mean the Association of California Water Agencies Joint Powers Insurance Authority.
2. **Loss** shall have the same meaning as in the **purchased insurance or reinsurance**.
3. **Member Agency** means the local public agency, designated in the DECLARATIONS, which is a party signatory to the Joint Powers Agreement creating the Association of California Water Agencies Joint Powers Insurance Authority and is a participant in its Property Program.
4. **Covered Party** shall mean a **Member Agency** who has sustained a loss which is covered under this MOPC.
5. **Purchased insurance or reinsurance** shall mean insurance or reinsurance purchased by the **Authority** for the benefit of the **Authority** and the **Covered Party** and specifically identified in the Declarations.
6. **Cyber liability** shall mean damage or **loss** arising from or related to electronic media or technology errors and omissions, including, but not limited to, property damage, data loss, alteration, corruption, destruction, deletion or damage to or inability to access or transmit data, transmission or failure

prevent transmission of malicious code or virus, damage to electronic data or other property from malicious code or virus, unauthorized access to or distribution of private or confidential information, cyber extortion, data protection, business interruption loss, privacy notification expenses and costs, penalties for regulatory defense or other penalties, or any other **loss**, cost, or damage arising out of or related to the acquisition, storage, security, use, misuse, disclosure, or transmission of electronic data of any kind.

## **SECTION II – COVERAGE AGREEMENT**

1. The **Authority** will reimburse the **Covered Party** named on the Declarations for **losses** to scheduled property that is insured by the terms and conditions of the **purchased insurance or reinsurance**, less any applicable **Covered Party** deductible. All property must be scheduled prior to **loss** or within 90 days of acquisition in order for coverages and limits under the MOPC, or **purchased insurance or reinsurance**, to apply.
2. This MOPC incorporates the terms, provisions, and conditions of the **purchased insurance or reinsurance** except with regard to that portion of any **loss** which is the subject of this MOPC.

## **SECTION III – LIMIT OF LIABILITY**

The limit of liability of the **Authority** for each **loss** shall be the amount of the deductible as specified under the **purchased insurance or reinsurance**, less the applicable **Covered Party** deductible under this MOPC, but in no event more than the amount stated in the Declarations.

The **Authority** will be liable for no more than \$40,000 per occurrence for any **Cyber liability loss**. The **Covered Party** will be liable for the stated deductible found in the Declarations.

## **SECTION IV – DEDUCTIBLE**

The **Authority's** liability under Section III above shall be reduced by any applicable **Covered Party** deductible.

## **SECTION V – COVERAGE PERIOD**

This MOPC applies to **losses** occurring during the coverage period defined in the Declarations.

## SECTION VI – EXCLUSIONS

In addition to any exclusions set forth in the **purchased insurance or reinsurance**, this MOPC does not apply to:

1. Contamination by “pollutants” introduced at any time, into, under or upon land, water, or the atmosphere, or any watercourse or body of water or aquifer. This exclusion applies whether or not the contamination is introduced intentionally or accidentally or gradually or suddenly and whether or not the **Covered Party** or any other person or organization is responsible for the contamination.

“Contamination” includes any unclean, unsafe, or unhealthful condition, either actual or potential, which arises out of the presence in the environment of any “pollutant” whether permanent or transient.

“Environment” includes land, bodies of water, underground water or water table or aquifer, the atmosphere, and any other natural feature of the earth, whether or not altered, developed or cultivated. “Pollutant” means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke vapor, soot, fumes, acids, alkalis, chemicals, airborne particles or fibers, molds and/or fungus, and waste, including materials to be discarded or to be recycled, reconditioned, or reclaimed.

This exclusion does not apply to contamination or dispersal of “pollutants” which is itself caused by fire, lightning, impact from aircraft, explosion, riot, civil commotion, smoke, collapse, vehicles, windstorm, hail, vandalism, malicious mischief or leakage and accidental discharge from automatic fire protective systems.

2. War, whether or not declared, insurrection, rebellion, terrorism, or revolution. Terrorism is defined as an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
3. Nuclear contamination.
4. Damage intentionally caused by or on behalf of a **Covered Party**.
5. All properties that are not scheduled prior to a **loss**, except any acquisition under \$100 million will be automatically covered for up to 90 days.

## SECTION VII - CONDITIONS

1. The **Authority** shall have the same rights as provided to the insurer by the **purchased insurance or reinsurance**.
2. If there is insurance other than the **purchased insurance or reinsurance** applicable to the **loss** incurred, such insurance, unless it specifically states that it is excess of this coverage, shall reduce the liability of this **Authority** by the amount that insurance is liable for such **loss**.
3. In the event of loss covered under this MOPC, the Covered Party shall give immediate notice thereof to the **Authority** of such **loss**.
4. If the **Authority** pursues subrogation of a **loss**, the funds from any recovery shall first be allocated to payment of the expenses of the subrogation and then to reimbursement in full for payment of the claim and adjusting expenses. The **Covered Party** shall be reimbursed its deductible from any remaining funds.

## SUMMARY OF COVERAGE

FOR COVERAGE PERIOD 7/1/20 to 7/1/21

\$500,000,000 Program Limit of Coverage

Including, but not limited to:

Boiler & Machinery	
Accidental Breakdown	\$ 100,000,000
Business Interruption/ Rental Value/ Tax Revenue Interruption	Per Reported Value*
Contingent Business Interruption	\$ 3,000,000
Extra Expense	\$ 50,000,000
Expediting Expenses	\$ 50,000,000
Money and Securities	\$ 2,500,000
Newly acquired property	\$ 25,000,000
Course of Construction	\$ 50,000,000
Off Premises Service Interruption	\$ 25,000,000
Increased Cost of Construction	\$ 50,000,000
Earthquake or Flood Damage to Vehicles or Mobile Equipment	\$ 5,000,000 **
Flood, except Flood Zones A & V	\$ 25,000,000 ** \$ 10,000,000 **
Earthquake	\$ 2,500,000 **
Accidental Contamination	\$ 250,000 **
Landscaping	\$ 1,000,000
Claims Preparation Expense	\$ 1,000,000
Cyber Liability	\$ 5,000,000

\*\*Program Aggregate Limit for Coverage Period

Coverage renews and expires at 12:01 a.m. Standard Time at Roseville, California.

**INSERT YOUR  
MEMORANDUM OF WORKERS' COMPENSATION  
& EMPLOYER LIABILITY COVERAGE  
DECLARATIONS PAGE HERE**

# WORKERS' COMPENSATION & EMPLOYER'S LIABILITY PROGRAM

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**ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY (ACWA JPIA)**

**MEMORANDUM OF WORKERS' COMPENSATION &  
EMPLOYER'S LIABILITY COVERAGE**

**FORM NO. MOWC&EL-070120**

This is a **Memorandum** of understanding between all of the **Member Agencies** of the Association of California Water Agencies Joint Powers Insurance Authority (**Authority**), a California public entities risk pool operating under Sections 990.4 and 990.8 of the California Government Code and other provisions of law. The purpose of this **Memorandum** is to set forth the terms on which the **Authority's Member Agencies** have agreed to pool certain Workers' Compensation risks among their membership, and have agreed to purchase excess insurance (or reinsurance) above the limit of coverage provided by the **Member Agencies'** pooled funds. This **Memorandum** shall be applied according to the principles of contract law, giving full effect to the intent of the **Member Agencies** of the **Authority** in adopting this **Memorandum**. None of the parties to the **Memorandum** are entitled to rely on any contract interpretation principle which would require the interpretation of ambiguous language against the drafter of an agreement. The **Member Agencies** participating in the pool understand and acknowledge that their risk-pooling arrangement governed by this **Memorandum** is not insurance nor is it subject to regulation under the Insurance Code.

Throughout this **Memorandum**, words and phrases that are shown in **bold** type have special meaning and are defined in SECTION I - DEFINITIONS. Words that appear in CAPITAL LETTERS have reference to the like titled section in the **Memorandum**.

**INTRODUCTION**

In return for the payment of the premium and subject to all terms and conditions of this **Memorandum**, we (the **Authority**) agree with you (the **Member Agency** named in the **Declarations**) as follows:

**SECTION I - DEFINITIONS**

**Authority** means the Association of California Water Agencies Joint Powers Insurance Authority.

**Bodily injury** shall have the meaning as provided by the applicable **Workers' Compensation Law**, and include death resulting therefrom, but shall not include **occupational disease**.

**Communicable disease** means a disease caused by an infectious organism, which is transmissible from one source to another, directly or indirectly.

**Coverage Period** means the period of time in which an accident or exposure to disease must occur in order for this **Memorandum** to provide coverage.

**Declarations** means the statements made on page one of this **Memorandum** and presumed to be true and accurate.

**Deposit Premium** means the initial premium which a **Member Agency** must pay for coverage. This premium may be later adjusted as a result of any audit by the **Authority** or its agent.

**Employee** means any person performing work which renders the **Member Agency** legally liable under the Workers' Compensation Act of the State of California, or under the common law of the State of California.

**Member Agency** means the local public agency, designated in the **Declarations**, which is a party signatory to the **Authority**, a participant in its Workers' Compensation Program.

**Memorandum** means this document, the **Memorandum Of Workers' Compensation & Employer's Liability Coverage**.

**Occupational disease** shall have the same meaning as provided by the applicable **Workers' Compensation Law**, and include (1) death resulting therefrom and (2) related cumulative trauma injuries or illnesses.

**Occurrence** means an injury or disease of an **employee** arising out of and in the course of employment, **Bodily Injury**, illness, or disease sustained by one or more **employees** as a result of a single accident, incident or exposure, shall be deemed to arise from a single **occurrence**. The **occurrence** shall be deemed to take place for the earlier of (a) the last day of the last exposure, in the employment of the **Member Agency**, to conditions causing or aggravating the disease, or (b) the date upon which the **employee** first suffered disability and either knew, or in the exercise of reasonable diligence should have known, that such disability was caused by employment with the **Member Agency**. All **occupational disease** sustained by one or more **employees** as result of an outbreak of the same **communicable disease** shall be deemed to arise from a single **occurrence**. An outbreak of the same **communicable disease** that spans more than one **coverage period** shall be deemed to take place during the first such **coverage period**.

**Volunteers** means any person while acting within the course and scope of his or her duties of the **Member Agency**, provided that, prior to the **occurrence**, the governing Board of the **Member Agency** has adopted a resolution as provided in Division 4, Part 1, Chapter 2, Article 2, of the California Labor Code, declaring such volunteer workers to be **employees** of the **Member Agency** for purposes of the Workers' Compensation Act; or provided that such volunteer workers are statutorily deemed by the Workers' Compensation Act to be **employees** for the purposes of workers' compensation.

**Workers' Compensation Law** means the **Workers' Compensation Laws** of the State of California and includes injury by both accidents and diseases. It includes any amendments to those laws which are in effect during the **coverage period**. It does not include the provisions of any law that provides non-occupational disability benefits.

## **SECTION II - GENERAL**

### **A. The Memorandum**

This **Memorandum** includes the **Declarations** and all addenda and schedules attached to it. It is a contract of coverage between you and us. The only agreements relating to this coverage are stated in this **Memorandum**.

Neither the terms nor conditions of this **Memorandum** may be changed, except by addendum issued by us to become part of this **Memorandum**. You are responsible for telling us at once when the information contained in the **Memorandum** is no longer accurate for your operations.

### **B. Who Is Covered**

You are covered for your liability to your **employees** if you are the **Member Agency** named in the **Declarations**, subject to the provisions of this **Memorandum**.

This **Memorandum** does not cover the liability of any employer other than the **Member Agency** named in the **Declarations**.

### **C. Locations**

This **Memorandum** covers all of your workplaces in the United States of America, its territories or possessions, or while **employees** are working temporarily outside the country.

#### D. Qualified Self Insurer

The **Member Agency** represents that it is a duly qualified self-insured under the **Workers' Compensation Law** of the State of California, with a current and valid certificate of self-insurance, and will continue to maintain such qualifications during the term this **Memorandum** is in effect. If the **Member Agency** should fail to qualify or fail to maintain such qualifications, the coverage provided under this **Memorandum** may be terminated the first date of such failure.

### SECTION III - COVERAGE PROVISIONS

#### PART ONE – WORKERS' COMPENSATION COVERAGE

This workers' compensation coverage applies to **bodily injury** by accident or **bodily injury** by disease, includes resulting death, subject to the following conditions:

1. **Bodily injury** by accident must occur during the **coverage period**. A disease is not **bodily injury** by accident unless it results directly from **bodily injury** by accident.
2. **Bodily injury** by disease must be caused or aggravated by the conditions of your employment. Your **employee's** last day of last exposure to those conditions causing or aggravating such **bodily injury** by disease must occur during the **coverage period**. **Bodily injury** by disease does not include disease that results directly from **bodily injury** by accident.

#### PART TWO - EMPLOYER'S LIABILITY COVERAGE

This employer's liability coverage applies to **bodily injury** by accident or **bodily injury** by disease.

1. The **bodily injury** must arise out of and in the course of the covered **employee's** employment by you.
2. The employment must be necessary or incidental to your work in California.
3. **Bodily injury** by accident must occur during the **coverage period**.

4. **Bodily injury** by disease must be caused or aggravated by the conditions of your employment. The **employee's** last day of last exposure to the conditions causing or aggravating such **bodily injury** by disease must occur during the **coverage period**.
5. If you are sued, the original suit and any related legal actions for damages for **bodily injury** by accident or by disease must be brought in the United States of America, its territories or possessions.

#### **A. We Will Pay**

We will pay promptly when due, the benefits required by the **Workers' Compensation Law**, to those eligible under PART ONE - Workers' Compensation Coverage.

We will also pay all sums you legally must pay as damages because of **bodily injury** to your **employees** eligible for benefits under this coverage, provided that the **bodily injury** is covered by the PART TWO - Employers Liability Coverage.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your **employee**;
2. For care and loss of services;
3. For consequential **bodily injury** to a spouse, child, parent, brother or sister of the injured **employee**;

Provided that these damages are the direct consequence of **bodily injury** that arises out of and in the course of the injured **employee's** employment by you; and

4. Because of **bodily injury** to your **employee** that arises out of and in the course of employment claimed against you in a capacity other than as employer.

#### **B. We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this coverage. We also have the right to investigate and settle any such claim, proceeding or suit.

We have no duty to defend a claim, proceeding or suit that is not covered by this **Memorandum** except we hereby assume the duty of defending against claims, proceedings or suits brought under Labor Code Section 132(a) and Serious or Willful Misconduct, Labor Code Sections 4553 and 4553.1. However, even if the defense is unsuccessful, we shall not be obligated to pay any related judgment or award entered on such claims, proceedings or suits nor shall we be obligated to pay any settlement that is either proposed or accepted. We have no duty to defend or continue defending after we have paid our limit of liability under this **Memorandum**.

### **C. We Will Also Pay**

We will pay the following costs, in addition to other amounts payable under this coverage, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in amounts up to twice the amount payable under this coverage;
3. Litigation costs taxed against you;
4. Interest on an award or judgment as required by law; and
5. Expenses we incur.

### **D. Other Coverage Or Insurance**

If there is any other indemnity, insurance or reinsurance protecting against benefits, damages or expenses covered by this **Memorandum**, the coverage afforded by this **Memorandum** shall apply in excess of such other indemnity, insurance or reinsurance unless such other indemnity, insurance or reinsurance specifically applies to this coverage.

### **E. Limit Of Liability**

Our liability to pay for claims is limited.

With regards to PART ONE - Workers' Compensation Coverage: Our limit is shown in the **Declarations**. It is the most we will pay for claims covered by this **Memorandum** because of any one accident or **occurrence**, or series of accidents or **occurrences** arising out of any one event to one or more **employees**.

With regards to PART TWO - Employers Liability Coverage: Our limit is shown in the **Declarations**. It is the most we will pay for all damages covered by this **Memorandum** because of **bodily injury** to one or more **employees** in any one accident or **occurrence**, or series of accidents or **occurrences** arising out of any one event or for disease to any one **employee**.

We will not pay any claims for damages after we have paid the limit of our liability under this **Memorandum** as explained above.

## **F. Exclusions - Payments You Must Make**

### **1. PART ONE - Workers' Compensation Coverage**

You are responsible for any payments in excess of the benefits regularly provided by the **Workers' Compensation Law**, including but not limited to those required because:

- a. Of your serious and willful misconduct;
- b. Of knowingly employing an **employee** in violation of law;
- c. Of knowingly failing to comply with a health or safety law or regulation;
- d. Of discharging, coercing, criticism, evaluation, reassignment, discipline, harassment, discriminating against or termination of any **employee** or any personnel policies, practices, omissions or acts in violation of the law; or
- e. Of fines, penalties, punitive damage or exemplary damages of any kind or imposed for violation of law whether state or federal.

### **2. PART TWO - Employers Liability Coverage**

This Coverage Does Not Apply to:

- a. Liability assumed under a contract;
- b. Punitive or exemplary damages where coverage for such liability is prohibited by law or contrary to public policy;

- c. **Bodily injury** to an **employee** while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
- d. Any obligation imposed by a Workers' Compensation, **Occupational Disease**, Unemployment Compensation or Disability Benefits law, or any similar law;
- e. **Bodily injury** intentionally caused or aggravated by you;
- f. **Bodily injury** occurring outside of the United States of America, or its territories. This exclusion does not apply to **bodily injury** to a citizen or resident of the United States of America who is temporarily outside these countries;
- g. Damages arising out of the discharge of, coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any **employee**, or any personnel practices, policies, acts or omissions; or
- h. Fines or Penalties imposed for violation of law whether state or federal.

### 3. Waiver of Subrogation

This **Memorandum** shall not apply to claims involving a waiver of subrogation approved by a **Member Agency** after the date of injury or illness that resulted in the claim. This exclusion does not apply to a waiver of subrogation in an agreement or contract that was approved by the **Member Agency** prior to the date of injury or illness that resulted in a claim. This exclusion applies to PART ONE and PART TWO as described in SECTION III - COVERAGE PROVISIONS.

## G. Subrogation - Recovery From Others

We may enforce your rights, and the rights of persons entitled to the benefits of this coverage, to recover our payments from anyone liable for injury. You will do everything necessary to protect those rights for us and to help us enforce them.

## H. Statutory Provisions

These statements apply where they are required by law:



1. Your default or bankruptcy or insolvency will not relieve us of our duties under this coverage after an injury occurs.
2. Terms of this coverage that conflict with the **Workers' Compensation Law** are changed by this statement to conform to that Law.

#### **I. Action Against Us**

There will be no right of action against us under this coverage unless:

1. You have complied with all the terms of this **Memorandum**; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This coverage does not give anyone the right to add us as a defendant in an action against you to determine your liability.

### **SECTION IV – YOUR DUTIES IF INJURY OCCURS**

#### **A. Reporting Duties**

The **Member Agency** agrees to give us written notice, immediately if an injury to your **employee** occurs involving:

1. Quadriplegia;
2. Paraplegia;
3. A fatality;
4. A major extremity or multiple minor extremity amputation;
5. Partial or total blindness;
6. Any serious head injury including but not limited to brain stem injury, or unconsciousness exceeding 24 hours;
7. Asbestos, mesothelioma, silicosis or any other disease or condition;
8. Second or third degree burns over 25 percent or more of the body;

9. Any accident which causes serious injury to two or more **employees**.

The **Member Agency** agrees to report every occupational injury or illness which results in medical treatment, beyond the definition of First Aid, or any claim by an **employee** for workers' compensation benefits, to the **Authority**, but in no instance to cause the delay of such report of injury, illness or claim more than five (5) days after date of knowledge or as otherwise required by Labor Code Section 6409.1. The **Member Agency** agrees to give every **employee** a claim form pursuant to Labor Code Section 5401 within one (1) working day of receiving notice or knowledge of a claim or potential claim. Your other duties are listed below:

1. Provide for immediate medical and other services required by the **Workers' Compensation Law**.
2. Give us or our representative the names and addresses of the injured persons and witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us, assist us, and give us any information we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after any injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## **SECTION V – PREMIUM**

### **A. Premium Payments**

You will pay all premiums when due.

### **B. Records**

You will keep records of information needed to compute your **deposit premium**. You will provide us with copies of those records when we ask for them.

### C. **Audit**

You will let us examine and audit all your records that relate to the coverage provided by this **Memorandum**. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records and programs for storing and retrieving data. We may conduct the audits during regular business hours during the **coverage period** and within three years after the **coverage period** ends. Information developed by the audit will be used to determine the final **deposit premium**.

## **SECTION VI – CONDITIONS**

### A. **Inspection**

We have the right, but are not obligated, to inspect your workplaces at any reasonable time. Our inspections help us determine whether to accept the risk of covering your **employees** in their workplaces. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your **employees** or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards.

### B. **Transfer Of Your Rights And Duties**

Your rights or duties under this coverage may not be transferred without our written consent.

### C. **Our Notice To You**

Mailing documents that relate to this coverage to you at the mailing address shown in the **Declarations** or by electronic address on file will be sufficient to prove notice to you of the document.

### D. **Privacy and Confidentiality of Claim Records**

All claim records, including claim files, examiners notes, medical reports, subpoenaed records, correspondence, tapes and films, and whether electronic or hard files, are the property of the **Authority**. Because these records may contain confidential or private medical and/or psychological information related to workers' compensation claims administered by or on behalf of the **Authority**, access to claim files and the information contained therein is restricted to the **Authority** and its agents and assignees, with the exception that the **Member Agency** is entitled to

medical information limited to the diagnosis of the mental or physical condition for which workers' compensation is being claimed and the treatment provided for this condition, or what is necessary for the **Member Agency** to have in order to provide temporary or permanent modification or accommodation of the **employee's** work duties.

## **SECTION VII – DISPUTE RESOLUTION**

### **A. Arbitration**

In the event that the **Authority** denies coverage for defense and/or indemnity on any claim, the **Member Agency** will have the right to appeal to the Workers' Compensation Committee, and if left unresolved to the Executive Committee, the decision to deny coverage. Any dispute concerning the decision of the **Authority** to deny coverage for all or part of a claim shall not be subject to any court action, but shall instead be submitted to binding arbitration. The **Member Agency** must exhaust the right to appeal to the Worker's Compensation Committee and Executive Committee, before requesting arbitration of the dispute.

Arbitration shall be conducted pursuant to the California Code of Civil Procedure. The covered parties and the **Authority** shall attempt to stipulate to an arbitrator, and if they are unable to agree upon an arbitrator one will be appointed by the Superior Court. No arbitrator shall be employed or affiliated with the **Authority** or any **Member Agency**. The decision of the arbitrator shall be final and binding, shall not be subject to further appeal.

HIDDEN VALLEY LAKE CSD  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

120-SEWER ENTERPRISE FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
ALL REVENUE	<u>1,490,929.00</u>	<u>133,418.00</u>	<u>1,468,041.80</u>	<u>22,887.20</u>	<u>98.46</u>
TOTAL REVENUES	1,490,929.00	133,418.00	1,468,041.80	22,887.20	98.46
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	777,716.00	27,807.44	772,102.67	5,613.33	99.28
ADMINISTRATION	402,258.00	36,425.05	275,004.75	127,253.25	68.37
FIELD	417,256.00	28,509.41	246,401.30	170,854.70	59.05
DIRECTORS	44,530.00	2,100.10	20,099.92	24,430.08	45.14
SPECIAL PROJECTS	0.00	18,122.66	186,255.03 (	186,255.03)	0.00
CAPITAL PROJECTS & EQUIP	<u>0.00</u>	<u>0.00</u>	<u>15,535.10 (</u>	<u>15,535.10)</u>	<u>0.00</u>
TOTAL EXPENDITURES	1,641,760.00	112,964.66	1,515,398.77	126,361.23	92.30
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 150,831.00)	20,453.34 (	47,356.97) (	103,474.03)	31.40

HIDDEN VALLEY LAKE CSD  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2021

120-SEWER ENTERPRISE FUND  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-4020 INSPECTION FEES	500.00	100.00	500.00	0.00	100.00
120-4036 DEVELOPER FEES SEWER	0.00	0.00	1,977.00 (	1,977.00)	0.00
120-4040 LIEN RECORDING FEES	0.00	0.00	0.00	0.00	0.00
120-4045 AVAILABILITY FEES	5,500.00	0.00	4,095.60	1,404.40	74.47
120-4050 SALES OF RECLAIMED WATER	110,000.00	3,601.19	83,182.83	26,817.17	75.62
120-4111 COMM SEWER USE	43,113.00	5,775.83	34,786.95	8,326.05	80.69
120-4112 GOV'T SEWER USE	900.00	0.00	389.64	510.36	43.29
120-4116 SEWER USE CHARGES	1,217,940.00	122,026.37	983,327.74	234,612.26	80.74
120-4210 LATE FEE	20,000.00	1,913.71	15,877.11	4,122.89	79.39
120-4300 MISC INCOME	2,500.00	0.90	528.20	1,971.80	21.13
120-4310 OTHER INCOME	0.00	0.00	2,902.00 (	2,902.00)	0.00
120-4320 FEMA/CalOES Grants	88,776.00	0.00	200,968.50 (	112,192.50)	226.38
120-4505 LEASE INCOME	0.00	0.00	0.00	0.00	0.00
120-4550 INTEREST INCOME	1,700.00	0.00	591.99	1,108.01	34.82
120-4580 TRANSFERS IN	0.00	0.00	138,914.24 (	138,914.24)	0.00
120-4591 INCOME APPLICABLE TO PRIOR YRS	0.00	0.00	0.00	0.00	0.00
120-4955 Gain/Loss	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>1,490,929.00</b>	<b>133,418.00</b>	<b>1,468,041.80</b>	<b>22,887.20</b>	<b>98.46</b>
	=====	=====	=====	=====	=====

AS OF: MARCH 31ST, 2021

## 120-SEWER ENTERPRISE FUND

## NON-DEPARTMENTAL

## EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-00-5010 SALARY & WAGES	0.00	0.00	0.00	0.00	0.00
120-5-00-5020 EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00
120-5-00-5021 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00
120-5-00-5024 WORKERS' COMP INSURANCE	15,000.00	0.00	12,990.53	2,009.47	86.60
120-5-00-5025 RETIREE HEALTH BENEFITS	14,000.00	410.20	5,236.69	8,763.31	37.40
120-5-00-5026 COBRA Health & Dental	0.00	0.00	0.00	0.00	0.00
120-5-00-5040 ELECTION EXPENSE	12,000.00	0.00	16.98	11,983.02	0.14
120-5-00-5050 DEPRECIATION	0.00	0.00	0.00	0.00	0.00
120-5-00-5060 GASOLINE, OIL & FUEL	20,000.00	1,028.33	9,570.82	10,429.18	47.85
120-5-00-5061 VEHICLE MAINT	18,000.00	2,638.45	18,461.89 (	461.89)	102.57
120-5-00-5062 TAXES & LIC	800.00	0.00	213.88	586.12	26.74
120-5-00-5074 INSURANCE	54,066.00	0.00	59,153.86 (	5,087.86)	109.41
120-5-00-5075 BANK FEES	21,000.00	1,969.29	17,071.49	3,928.51	81.29
120-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	7,500.00	222.50	11,385.70 (	3,885.70)	151.81
120-5-00-5092 POSTAGE & SHIPPING	7,000.00	947.86	5,755.09	1,244.91	82.22
120-5-00-5110 CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00
120-5-00-5121 LEGAL SERVICES	20,000.00	101.50	10,525.75	9,474.25	52.63
120-5-00-5122 ENGINEERING SERVICES	50,000.00	4,488.75	35,237.28	14,762.72	70.47
120-5-00-5123 OTHER PROFESSIONAL SERVICE	50,000.00	0.00	30,631.35	19,368.65	61.26
120-5-00-5126 AUDIT SERVICES	7,500.00	0.00	5,950.00	1,550.00	79.33
120-5-00-5130 PRINTING & PUBLICATION	5,000.00	475.97	3,040.55	1,959.45	60.81
120-5-00-5135 NEWSLETTER	500.00	0.00	0.00	500.00	0.00
120-5-00-5140 RENTS & LEASES	0.00	0.00	0.00	0.00	0.00
120-5-00-5145 EQUIPMENT RENTAL	5,000.00	178.57	3,733.62	1,266.38	74.67
120-5-00-5148 OPERATING SUPPLIES	48,000.00	3,353.62	40,441.05	7,558.95	84.25
120-5-00-5150 REPAIR & REPLACE	145,000.00	5,545.25	136,617.41	8,382.59	94.22
120-5-00-5155 MAINT BLDG & GROUNDS	8,000.00	202.50	4,788.11	3,211.89	59.85
120-5-00-5156 CUSTODIAL SERVICES	16,500.00	1,143.75	9,202.25	7,297.75	55.77
120-5-00-5157 SECURITY	500.00	0.00	1,082.52 (	582.52)	216.50
120-5-00-5160 SLUDGE DISPOSAL	45,000.00	0.00	28,256.13	16,743.87	62.79
120-5-00-5165 TERTIARY POND MAINTENANCE	50,000.00	0.00	50,000.00	0.00	100.00
120-5-00-5180 UNCOLLECTABLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00
120-5-00-5191 TELEPHONE	11,000.00	1,027.86	8,463.45	2,536.55	76.94
120-5-00-5192 ELECTRICITY	65,000.00	0.00	74,097.26 (	9,097.26)	114.00
120-5-00-5193 OTHER UTILITIES	2,600.00	254.83	2,021.99	578.01	77.77
120-5-00-5194 IT SERVICES	36,500.00	465.00	32,085.06	4,414.94	87.90
120-5-00-5195 ENV/MONITORING	35,000.00	2,722.75	25,373.50	9,626.50	72.50
120-5-00-5196 RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00
120-5-00-5198 ANNUAL OPERATING FEES	2,000.00	0.00	4,742.76 (	2,742.76)	237.14
120-5-00-5310 EQUIPMENT - FIELD	1,000.00	0.00	1,136.70 (	136.70)	113.67
120-5-00-5311 EQUIPMENT - OFFICE	1,000.00	0.00	2,661.95 (	1,661.95)	266.20
120-5-00-5312 TOOLS - FIELD	1,500.00	272.96	283.66	1,216.34	18.91
120-5-00-5315 SAFETY EQUIPMENT	1,500.00	0.00	24,167.51 (	22,667.51)	1,611.17
120-5-00-5510 SEWER OUTREACH	0.00	0.00	0.00	0.00	0.00
120-5-00-5545 RECORDING FEES	250.00	357.50	506.00 (	256.00)	202.40
120-5-00-5580 TRANSFERS OUT	0.00	0.00	97,199.88 (	97,199.88)	0.00
120-5-00-5590 NON-OPERATING OTHER	0.00	0.00	0.00	0.00	0.00
120-5-00-5591 EXPENSES APPLICABLE TO PRI	0.00	0.00	0.00	0.00	0.00
120-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00

HIDDEN VALLEY LAKE CSD  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

120-SEWER ENTERPRISE FUND  
NON-DEPARTMENTAL  
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-00-5700 OVER / SHORT	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	777,716.00	27,807.44	772,102.67	5,613.33	99.28



HIDDEN VALLEY LAKE CSD  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

120-SEWER ENTERPRISE FUND  
ADMINISTRATION  
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-10-5010 SALARIES & WAGES	252,875.00	24,980.02	187,332.60	65,542.40	74.08
120-5-10-5020 EMPLOYEE BENEFITS	91,844.00	6,460.88	48,107.02	43,736.98	52.38
120-5-10-5021 RETIREMENT BENEFITS	47,189.00	4,051.19	34,950.04	12,238.96	74.06
120-5-10-5063 CERTIFICATIONS	500.00	0.00	0.00	500.00	0.00
120-5-10-5090 OFFICE SUPPLIES	4,000.00	143.96	2,271.11	1,728.89	56.78
120-5-10-5170 TRAVEL MILEAGE	1,500.00	0.00	784.23	715.77	52.28
120-5-10-5175 EDUCATION / SEMINARS	4,000.00	785.00	1,455.75	2,544.25	36.39
120-5-10-5179 ADM MISC EXPENSES	350.00	4.00	104.00	246.00	29.71
<b>TOTAL ADMINISTRATION</b>	<b>402,258.00</b>	<b>36,425.05</b>	<b>275,004.75</b>	<b>127,253.25</b>	<b>68.37</b>

HIDDEN VALLEY LAKE CSD  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

## 120-SEWER ENTERPRISE FUND

## FIELD

## EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-30-5010 SALARIES & WAGES	255,455.00	17,113.62	146,433.85	109,021.15	57.32
120-5-30-5020 EMPLOYEE BENEFITS	106,340.00	7,911.98	68,785.89	37,554.11	64.68
120-5-30-5021 RETIREMENT BENEFITS	46,661.00	3,471.31	29,471.69	17,189.31	63.16
120-5-30-5022 CLOTHING ALLOWANCE	1,800.00	0.00	706.72	1,093.28	39.26
120-5-30-5063 CERTIFICATIONS	1,500.00	0.00	250.00	1,250.00	16.67
120-5-30-5090 OFFICE SUPPLIES	1,000.00	0.00	314.73	685.27	31.47
120-5-30-5170 TRAVEL MILEAGE	500.00	0.00	38.64	461.36	7.73
120-5-30-5175 EDUCATION / SEMINARS	4,000.00	12.50	399.78	3,600.22	9.99
<b>TOTAL FIELD</b>	<b>417,256.00</b>	<b>28,509.41</b>	<b>246,401.30</b>	<b>170,854.70</b>	<b>59.05</b>

HIDDEN VALLEY LAKE CSD  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

## 120-SEWER ENTERPRISE FUND

## DIRECTORS

## EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-40-5010 DIRECTORS COMPENSATION	3,000.00	269.15	2,422.35	577.65	80.75
120-5-40-5020 DIRECTOR BENEFITS	230.00	8.00	93.00	137.00	40.43
120-5-40-5030 DIRECTOR HEALTH BENEFITS	36,000.00	1,822.95	17,584.57	18,415.43	48.85
120-5-40-5170 TRAVEL MILEAGE	200.00	0.00	0.00	200.00	0.00
120-5-40-5175 EDUCATION / SEMINARS	1,500.00	0.00	0.00	1,500.00	0.00
120-5-40-5176 DIRECTOR TRAINING	3,600.00	0.00	0.00	3,600.00	0.00
<b>TOTAL DIRECTORS</b>	<b>44,530.00</b>	<b>2,100.10</b>	<b>20,099.92</b>	<b>24,430.08</b>	<b>45.14</b>

HIDDEN VALLEY LAKE CSD  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

## 120-SEWER ENTERPRISE FUND

## SPECIAL PROJECTS

## EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-60-6001 PW LKHVA01	0.00	0.00	0.00	0.00	0.00
120-5-60-6002 PW LKHVB02	0.00	0.00	0.00	0.00	0.00
120-5-60-6003 PW LKHVA81	0.00	0.00	0.00	0.00	0.00
120-5-60-6004 PW LKHVB82	0.00	0.00	0.00	0.00	0.00
120-5-60-6005 PW LKHVF84	0.00	0.00	0.00	0.00	0.00
120-5-60-6006 PW LKHVF83	0.00	0.00	0.00	0.00	0.00
120-5-60-6007 RAINS 2019	0.00	0.00	0.00	0.00	0.00
120-5-60-6009 ACCESS RD	0.00	0.00	137,395.28 (	137,395.28)	0.00
120-5-60-6010 LNU COMPLEX - A	0.00	18,122.66	18,130.96 (	18,130.96)	0.00
120-5-60-6011 LNU COMPLEX - B	0.00	0.00	30,728.79 (	30,728.79)	0.00
TOTAL SPECIAL PROJECTS	0.00	18,122.66	186,255.03 (	186,255.03)	0.00

HIDDEN VALLEY LAKE CSD  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2021

120-SEWER ENTERPRISE FUND  
 CAPITAL PROJECTS & EQUIP  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-70-7101 VAC TRUCK	0.00	0.00	0.00	0.00	0.00
120-5-70-7201 I & I	0.00	0.00	15,535.10 (	15,535.10)	0.00
120-5-70-7203 HEADWORKS RAKE	0.00	0.00	0.00	0.00	0.00
<b>TOTAL CAPITAL PROJECTS &amp; EQUIP</b>	<b>0.00</b>	<b>0.00</b>	<b>15,535.10 (</b>	<b>15,535.10)</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>1,641,760.00</b>	<b>112,964.66</b>	<b>1,515,398.77</b>	<b>126,361.23</b>	<b>92.30</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 150,831.00)</b>	<b>20,453.34</b>	<b>( 47,356.97)</b>	<b>( 103,474.03)</b>	<b>31.40</b>

\*\*\* END OF REPORT \*\*\*

HIDDEN VALLEY LAKE CSD  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2021

130-WATER ENTERPRISE FUND  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
ALL REVENUE	<u>2,175,569.00</u>	<u>181,770.79</u>	<u>1,679,414.02</u>	<u>496,154.98</u>	<u>77.19</u>
TOTAL REVENUES	<u>2,175,569.00</u>	<u>181,770.79</u>	<u>1,679,414.02</u>	<u>496,154.98</u>	<u>77.19</u>
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	1,303,635.00	106,314.66	1,002,548.93	301,086.07	76.90
ADMINISTRATION	432,258.00	36,570.05	275,293.09	156,964.91	63.69
FIELD	387,856.00	28,147.73	261,928.93	125,927.07	67.53
DIRECTORS	51,820.00	2,100.04	20,099.49	31,720.51	38.79
SPECIAL PROJECTS	0.00	18,122.66	59,655.73 (	59,655.73)	0.00
CAPITAL PROJECTS & EQUIP	<u>0.00</u>	<u>0.00</u>	<u>43,986.23 (</u>	<u>43,986.23)</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>2,175,569.00</u>	<u>191,255.14</u>	<u>1,663,512.40</u>	<u>512,056.60</u>	<u>76.46</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	9,484.35)	15,901.62 (	15,901.62)	0.00

HIDDEN VALLEY LAKE CSD  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2021

130-WATER ENTERPRISE FUND  
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-4035 RECONNECT FEE	12,000.00	0.00	70.00	11,930.00	0.58
130-4036 DEVELOPER FEES WATER	0.00	0.00	1,977.00 (	1,977.00)	0.00
130-4038 COMM WATER METER INSTALL	0.00	0.00	0.00	0.00	0.00
130-4039 WATER CONNECTION FEE	0.00	329.00	2,632.00 (	2,632.00)	0.00
130-4040 LIEN RECORDING FEES	1,200.00	4,862.09	5,639.01 (	4,439.01)	469.92
130-4045 AVAILABILITY FEES	22,000.00	0.00	16,442.40	5,557.60	74.74
130-4110 COMM WATER USE	95,295.00	4,064.39	41,991.01	53,303.99	44.06
130-4112 GOV'T WATER USE	6,000.00	453.99	3,689.72	2,310.28	61.50
130-4115 WATER USE	1,968,074.00	169,354.73	1,567,417.06	400,656.94	79.64
130-4117 WATER OVERAGE FEE	0.00	0.00	0.00	0.00	0.00
130-4118 WATER OVERAGE COMM	0.00	0.00	0.00	0.00	0.00
130-4119 WATER OVERAGE GOV	0.00	0.00	0.00	0.00	0.00
130-4210 LATE FEE	32,000.00	2,787.30	26,100.96	5,899.04	81.57
130-4215 RETURNED CHECK FEE	1,000.00	50.00	200.00	800.00	20.00
130-4300 MISC INCOME	3,000.00 (	130.71)	1,306.69	1,693.31	43.56
130-4310 OTHER INCOME	1,500.00	0.00	2,902.00 (	1,402.00)	193.47
130-4320 FEMA/Caloes Grants	30,000.00	0.00	1,462.50	28,537.50	4.88
130-4330 HYDRANT METER USE DEPOSIT	0.00	0.00	0.00	0.00	0.00
130-4505 LEASE INCOME	0.00	0.00	0.00	0.00	0.00
130-4550 INTEREST INCOME	3,500.00	0.00	1,061.17	2,438.83	30.32
130-4580 TRANSFER IN	0.00	0.00	6,522.50 (	6,522.50)	0.00
130-4591 INCOME APPLICABLE TO PRIOR YRS	0.00	0.00	0.00	0.00	0.00
130-4955 Gain/Loss	0.00	0.00	0.00	0.00	0.00
<b>TOTAL REVENUES</b>	<b>2,175,569.00</b>	<b>181,770.79</b>	<b>1,679,414.02</b>	<b>496,154.98</b>	<b>77.19</b>

AS OF: MARCH 31ST, 2021

## 130-WATER ENTERPRISE FUND

## NON-DEPARTMENTAL

## EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-00-5010 SALARY & WAGES	0.00	0.00	0.00	0.00	0.00
130-5-00-5020 EMPLOYEE BENEFITS	0.00	0.00	0.00	0.00	0.00
130-5-00-5021 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00
130-5-00-5024 WORKERS' COMP INSURANCE	15,000.00	0.00	12,990.51	2,009.49	86.60
130-5-00-5025 RETIREE HEALTH BENEFITS	14,000.00	889.66	5,716.19	8,283.81	40.83
130-5-00-5026 COBRA Health & Dental	0.00	0.00	0.00	0.00	0.00
130-5-00-5040 ELECTION EXPENSE	12,000.00	0.00	16.97	11,983.03	0.14
130-5-00-5050 DEPRECIATION	0.00	0.00	0.00	0.00	0.00
130-5-00-5060 GASOLINE, OIL & FUEL	20,000.00	1,028.34	9,679.16	10,320.84	48.40
130-5-00-5061 VEHICLE MAINT	12,500.00	2,638.44	10,263.00	2,237.00	82.10
130-5-00-5062 TAXES & LIC	1,200.00	0.00	213.88	986.12	17.82
130-5-00-5074 INSURANCE	54,055.00	0.00	59,153.84 (	5,098.84)	109.43
130-5-00-5075 BANK FEES	21,000.00	1,969.28	17,111.31	3,888.69	81.48
130-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	24,600.00	222.50	28,245.69 (	3,645.69)	114.82
130-5-00-5092 POSTAGE & SHIPPING	6,500.00	947.85	5,754.97	745.03	88.54
130-5-00-5110 CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00
130-5-00-5121 LEGAL SERVICES	20,000.00	101.50	11,706.25	8,293.75	58.53
130-5-00-5122 ENGINEERING SERVICES	60,000.00	0.00	6,389.37	53,610.63	10.65
130-5-00-5123 OTHER PROFESSIONAL SERVICE	50,000.00	0.00	25,994.95	24,005.05	51.99
130-5-00-5124 WATER RIGHTS	50,000.00	131.25	2,017.85	47,982.15	4.04
130-5-00-5126 AUDIT SERVICES	7,500.00	0.00	5,950.00	1,550.00	79.33
130-5-00-5130 PRINTING & PUBLICATION	7,500.00	475.96	3,076.36	4,423.64	41.02
130-5-00-5135 NEWSLETTER	500.00	0.00	0.00	500.00	0.00
130-5-00-5140 RENT & LEASES	0.00	0.00	0.00	0.00	0.00
130-5-00-5145 EQUIPMENT RENTAL	45,000.00	178.56	5,029.41	39,970.59	11.18
130-5-00-5148 OPERATING SUPPLIES	5,000.00	0.00	3,441.80	1,558.20	68.84
130-5-00-5150 REPAIR & REPLACE	125,000.00	9,528.23	118,813.22	6,186.78	95.05
130-5-00-5155 MAINT BLDG & GROUNDS	12,000.00	202.50	8,696.66	3,303.34	72.47
130-5-00-5156 CUSTODIAL SERVICES	4,200.00	312.50	2,547.75	1,652.25	60.66
130-5-00-5157 SECURITY	5,000.00	0.00	722.51	4,277.49	14.45
130-5-00-5180 UNCOLLECTABLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00
130-5-00-5191 TELEPHONE	11,000.00	1,027.82	8,263.29	2,736.71	75.12
130-5-00-5192 ELECTRICITY	150,000.00	0.00	152,085.57 (	2,085.57)	101.39
130-5-00-5193 OTHER UTILITIES	2,500.00	254.82	2,033.88	466.12	81.36
130-5-00-5194 IT SERVICES	36,500.00	771.00	33,921.03	2,578.97	92.93
130-5-00-5195 ENV/MONITORING	17,000.00	382.00	7,434.00	9,566.00	43.73
130-5-00-5196 RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00
130-5-00-5198 ANNUAL OPERATING FEES	32,000.00	0.00	28,757.69	3,242.31	89.87
130-5-00-5310 EQUIPMENT - FIELD	1,000.00	0.00	1,136.70 (	136.70)	113.67
130-5-00-5311 EQUIPMENT - OFFICE	1,000.00	0.00	2,661.92 (	1,661.92)	266.19
130-5-00-5312 TOOLS - FIELD	1,500.00	272.95	283.65	1,216.35	18.91
130-5-00-5315 SAFETY EQUIPMENT	1,500.00	0.00	6,974.16 (	5,474.16)	464.94
130-5-00-5505 WATER CONSERVATION	9,000.00	100.00	2,800.00	6,200.00	31.11
130-5-00-5520 HYDRANT DEPOSIT REFUND	0.00	0.00	0.00	0.00	0.00
130-5-00-5545 RECORDING FEES	250.00	357.50	506.00 (	256.00)	202.40
130-5-00-5580 TRANSFERS OUT	467,830.00	84,522.00	412,159.39	55,670.61	88.10
130-5-00-5590 NON-OPERATING OTHER	0.00	0.00	0.00	0.00	0.00
130-5-00-5591 EXPENSES APPLICABLE TO PRI	0.00	0.00	0.00	0.00	0.00
130-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00



HIDDEN VALLEY LAKE CSD  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

130-WATER ENTERPRISE FUND  
NON-DEPARTMENTAL  
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
TOTAL NON-DEPARTMENTAL	1,303,635.00	106,314.66	1,002,548.93	301,086.07	76.90

HIDDEN VALLEY LAKE CSD  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

130-WATER ENTERPRISE FUND  
ADMINISTRATION  
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-10-5010 SALARIES & WAGES	282,875.00	24,980.06	187,332.99	95,542.01	66.22
130-5-10-5020 EMPLOYEE BENEFITS	91,844.00	6,460.87	48,106.82	43,737.18	52.38
130-5-10-5021 RETIREMENT BENEFITS	47,189.00	4,051.18	34,993.48	12,195.52	74.16
130-5-10-5063 CERTIFICATIONS	0.00	0.00	0.00	0.00	0.00
130-5-10-5090 OFFICE SUPPLIES	4,000.00	143.94	2,270.86	1,729.14	56.77
130-5-10-5170 TRAVEL MILEAGE	2,000.00	0.00	784.19	1,215.81	39.21
130-5-10-5175 EDUCATION / SEMINARS	4,000.00	930.00	1,700.75	2,299.25	42.52
130-5-10-5179 ADM MISC EXPENSES	350.00	4.00	104.00	246.00	29.71
130-5-10-5505 WATER CONSERVATION	0.00	0.00	0.00	0.00	0.00
<b>TOTAL ADMINISTRATION</b>	<b>432,258.00</b>	<b>36,570.05</b>	<b>275,293.09</b>	<b>156,964.91</b>	<b>63.69</b>

HIDDEN VALLEY LAKE CSD  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

## 130-WATER ENTERPRISE FUND

FIELD  
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-30-5010 SALARIES & WAGES	225,455.00	16,552.79	160,456.34	64,998.66	71.17
130-5-30-5020 EMPLOYEE BENEFITS	106,340.00	7,911.96	68,751.34	37,588.66	64.65
130-5-30-5021 RETIREMENT BENEFITS	46,661.00	3,395.48	30,879.98	15,781.02	66.18
130-5-30-5022 CLOTHING ALLOWANCE	1,800.00	0.00	706.70	1,093.30	39.26
130-5-30-5063 CERTIFICATIONS	600.00	0.00	250.00	350.00	41.67
130-5-30-5090 OFFICE SUPPLIES	1,000.00	0.00	314.68	685.32	31.47
130-5-30-5170 TRAVEL MILEAGE	2,000.00	0.00	38.64	1,961.36	1.93
130-5-30-5175 EDUCATION / SEMINARS	4,000.00	287.50	531.25	3,468.75	13.28
<b>TOTAL FIELD</b>	<b>387,856.00</b>	<b>28,147.73</b>	<b>261,928.93</b>	<b>125,927.07</b>	<b>67.53</b>

HIDDEN VALLEY LAKE CSD  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: MARCH 31ST, 2021

## 130-WATER ENTERPRISE FUND

## DIRECTORS

## EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-40-5010 DIRECTORS COMPENSATION	3,000.00	269.10	2,421.90	578.10	80.73
130-5-40-5020 DIRECTOR BENEFITS	120.00	8.00	93.00	27.00	77.50
130-5-40-5030 DIRECTOR HEALTH BENEFITS	42,000.00	1,822.94	17,584.59	24,415.41	41.87
130-5-40-5080 MEMBERSHIP & SUBSCRIPTION	0.00	0.00	0.00	0.00	0.00
130-5-40-5170 TRAVEL MILEAGE	200.00	0.00	0.00	200.00	0.00
130-5-40-5175 EDUCATION / SEMINARS	1,500.00	0.00	0.00	1,500.00	0.00
130-5-40-5176 DIRECTOR TRAINING	5,000.00	0.00	0.00	5,000.00	0.00
<b>TOTAL DIRECTORS</b>	<b>51,820.00</b>	<b>2,100.04</b>	<b>20,099.49</b>	<b>31,720.51</b>	<b>38.79</b>

HIDDEN VALLEY LAKE CSD  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2021

130-WATER ENTERPRISE FUND  
 SPECIAL PROJECTS  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-60-6010 LNU COMPLEX - A	0.00	18,122.66	18,130.96 (	18,130.96)	0.00
130-5-60-6011 LNU COMPLEX - B	0.00	0.00	41,524.77 (	41,524.77)	0.00
TOTAL SPECIAL PROJECTS	0.00	18,122.66	59,655.73 (	59,655.73)	0.00

HIDDEN VALLEY LAKE CSD  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: MARCH 31ST, 2021

130-WATER ENTERPRISE FUND  
 CAPITAL PROJECTS & EQUIP  
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-70-7101 VAC TRUCK	0.00	0.00	0.00	0.00	0.00
130-5-70-7202 GENERATORS	0.00	0.00	0.00	0.00	0.00
130-5-70-7204 TANK 9	0.00	0.00	8,292.50 (	8,292.50)	0.00
130-5-70-7205 MMN WTR MAIN	0.00	0.00	35,693.73 (	35,693.73)	0.00
<b>TOTAL CAPITAL PROJECTS &amp; EQUIP</b>	<b>0.00</b>	<b>0.00</b>	<b>43,986.23 (</b>	<b>43,986.23)</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>2,175,569.00</b>	<b>191,255.14</b>	<b>1,663,512.40</b>	<b>512,056.60</b>	<b>76.46</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0.00 (</b>	<b>9,484.35)</b>	<b>15,901.62 (</b>	<b>15,901.62)</b>	<b>0.00</b>

\*\*\* END OF REPORT \*\*\*



**Hidden Valley Lake Community Services District**  
**Financial Activity, Cash and Investment Summary**  
**As of March 31, 2021**  
**(Rounded and Unaudited)**

	<b>Operating Checking</b>	<b>Money Market</b>	<b>LAIF</b>	<b>Bond Trustee</b>	<b>Total All Cash/Investment Accounts</b>
	<b>West America Bank 1010</b>	<b>West America Bank 1130</b>	<b>State Treasurer 1133</b>	<b>US Bank 1200</b>	
<b>Financial Activity of Cash/Investment Accounts in General Ledger [1]</b>					
<b>Beginning Balances</b>	\$ 311,026	\$ 1,336,731	\$ 626,660	\$ 175,005	\$ 2,449,422
<b>Cash Receipts</b>					
Utility Billing Deposits	\$ 323,783	\$ 9,537	\$ -	\$ -	
Electronic Fund Deposits	\$ -	\$ -	\$ -	\$ -	
Other Deposits		\$ 87	\$ -	\$ 1,397	
<b>Total Cash Receipts</b>	\$ 323,783	\$ 9,624	\$ -	\$ 176,402	
<b>Cash Disbursements</b>					
Accounts Payable Checks issued	\$ 119,169	\$ -	\$ -	\$ -	
Electronic Fund/Bank Draft Disbursements	\$ 31,950	\$ -	\$ -	\$ -	
Payroll Checks issued - net	\$ 67,342	\$ -	\$ -	\$ -	
Bank Fees	\$ 3,939	\$ -	\$ -	\$ -	
Other Disbursements	\$ -	\$ -	\$ -	\$ -	
<b>Total Disbursements</b>	\$ 222,400	\$ -	\$ -	\$ -	
<b>Transfers Between Accounts</b>					
Transfers In		\$ 84,522	\$ -	\$ -	
Transfers Out	\$ 84,522	\$ -	\$ -	\$ -	
<b>Total Transfers Between Accounts</b>	\$ 84,522	\$ 84,522	\$ -	\$ -	
<b>Ending Balances in General Ledger</b>	\$ 327,888	\$ 1,430,877	\$ 626,660	\$ 176,402	\$ 2,561,827
<b>Reconciling Adjustments to Financial Institutions [2]</b>	\$ -	\$ -	\$ -	\$ -	
<b>Financial Institution Ending Balances</b>	\$ 327,793	\$ 1,430,877	\$ 626,660	\$ 176,402	\$ 2,561,733

**Ending Balances General Ledger Distribution by District Funds**

<b>100</b> Operating	-	-	-	-	-
<b>120</b> Wastewater Operating	147,250	69,525	72,385	-	289,160
<b>130</b> Water Operating	172,047	24,742	107,875	-	304,663
<b>140</b> Flood Enterprise	(666)	-	-	-	(666)
<b>215</b> 2016 Sewer Refinancing Bond	(1,880)	213,047	94,668	176,402	482,237
<b>218</b> 2002 CIEDB Loan	11,137	42,685	12,385	-	66,207
<b>219</b> 2012 USDA Solar COP	-	8,367	881	-	9,248
<b>313</b> Wastewater Operating Reserve	-	81,275	58,964	-	140,239
<b>314</b> Wastewater CIP	-	413,823	95,339	-	509,162
<b>319</b> 2012 USDA Solar COP Reserve	-	31,321	-	-	31,321
<b>320</b> Water CIP	-	268,941	-	-	268,941
<b>325</b> Water Operating Reserve	-	277,152	-	-	277,152
<b>350</b> 2002 CIEDB Loan Reserve	-	-	184,163	-	184,163
<b>712</b> Bond Revolving	-	-	-	-	-
<b>Total Ending Balances in General Ledger</b>	<b>327,888</b>	<b>1,430,877</b>	<b>626,660</b>	<b>176,402</b>	<b>2,561,827</b>

[1] From General Ledger activity by Financial Institution accounts with District Fund accounts consolidated. Checking and Money Market accounts are with West America Bank, Local Agency Investment Account (LAIF) is held by the State Treasurer on behalf of the District and US Bank is the Bond Trustee for the the 2016 Refunding >>>>>>>. All cash accounts have been reconciled to the ending Financial Institution statements.

[2] See Reconciliation Detail Summary for details

**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT  
2020 - 2021 CAPITAL IMPROVEMENT PLAN  
MARCH 2021**

<b>FUND</b>	<b>DESCRIPTION</b>	<b>Budget Expensed</b>	<b>Expense to Date</b>
<b>314</b>  <b>WASTEWATER CAPITAL IMPROVEMENT</b>	Regulatory Compliance/I&I Mitigation	\$ 100,000	\$ 15,535
	Disaster Mitigation/SCADA Upgrade	\$ 30,000	\$ -
	Diaster Recovery/WWTP Access Road Repair	\$ 50,000	\$ 137,395
	Reliable Water Supply/Leak Repair/Mini-Excavator	\$ 50,000	\$ -
	Risk Management Plan/Chlorine Tank Auto Shut-Off FY 21-22	\$ -	\$ -
	Regulatory Compliance/Dump Truck	\$ 75,000	\$ -
	Stormwater Master Planning/Mitigation	\$ 10,000	\$ -
	<b>TOTAL EXPENSE</b>		<b>\$ 152,930</b>
	<b>ENDING FUND BALANCE</b>		<b>\$ 509,162</b>
<b>FUND</b>	<b>DESCRIPTION</b>	<b>Budget Expensed</b>	<b>Expense to Date</b>
<b>320</b>  <b>WATER CAPITAL IMPROVEMENT</b>	<b>BEGINNING FUND BALANCE</b>		
	Wildfire Resilience/Reliable Water Supply/Replace Wooden Tanks	\$ 360,000	\$ 8,293
	Diaster Mitigation/SCADA Upgrade	\$ 30,000	\$ -
	Reliable Water Supply/Automatic Metering Infrastructure	\$ 200,000	\$ -
	Wildfire Resilience/Reliable Water Supply/PSPS Backup Power Supply	\$ 50,000	\$ -
	Reliable Water Supply/Leak Repair Mini-Excavator	\$ 50,000	\$ -
	Regulatory Compliance/Dump Truck	\$ 75,000	\$ -
	<b>TOTAL EXPENSE</b>		<b>\$ 8,293</b>
	<b>ENDING FUND BALANCE</b>		<b>\$ 268,941</b>



# HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

## 2020 - 2021 DEBT SERVICE

MARCH 2021

	DEBT SERVICE REVENUE	FUND	AMOUNT
1)	1995-2 BOND - TAX ASSESSMENT	215	\$ 292,454
2)	CIEDB LOAN - WATER INFRASTRUCTURE	130	152,472
	CIEDB LOAN - WATER CAPACITY FEE	218	18,274
3)	USDA LOAN - SOLAR PROJECT WWTP	120	32,255
	<b>TOTAL DEBT SERVICE REVENUE</b>		<u><u>\$ 495,455</u></u>

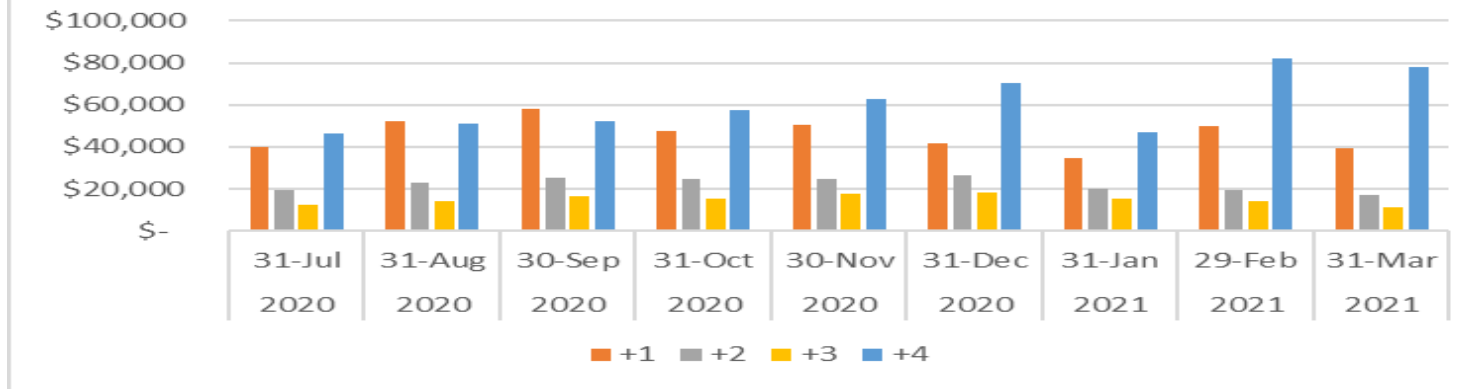
	DEBT SERVICE EXPENSE	FUND	DEBT	AMT PAID	DATE
1)	1995-2 BOND REDEMPTION (PRINCIPAL)	215	\$ 185,000	\$ 185,000	08/14/2020
	1995-2 BOND REDEMPTION (INTEREST)	215	99,994	99,357	01/22/2021
	BOND ADMINISTRATION (ANNUAL FEE)	215	7,460	6,577	12/30/2020
			<u>\$ 292,454</u>	<u>\$ 290,934</u>	

2)	CIEDB (PRINCIPAL)	218	\$ 110,065	\$ 110,065	01/08/2021
	CIEDB (INTEREST)	218	55,865	55,865	01/08/2021
	CIEDB (ANNUAL FEE)	218	4,816	4,815.99	01/08/2021
			<u>\$ 170,746</u>	<u>\$ 170,746</u>	

3)	USDA RUS LOAN (PRINCIPAL)	219	\$ 17,000	\$ 17,000	08/03/2020
	USDA RUS LOAN (INTEREST)	219	15,255	15,255	02/01/2021
			<u>\$ 32,255</u>	<u>\$ 32,255</u>	

TOTAL DEBT	PAID TO DATE
<u><u>\$ 495,455</u></u>	<u><u>\$ 493,935</u></u>

## AGING REPORT MARCH 31, 2021 FY 2020-2021



<b>MARCH</b>	Less than \$100	\$101-\$199	\$200-\$299	\$300-\$399	\$400-\$499	\$500-\$599	\$600-\$699	\$700-\$799	\$800-\$899	\$900-\$1000	\$1000-\$1999	\$2000-\$2999	\$3000 +	<b>TOTAL:</b>
Accounts	2	56	48	46	23	18	10	3	17	3	24	12	7	<b>269</b>
Amount	\$192	\$7,871	\$12,206	\$15,684	\$10,197	\$9,881	\$6,482	\$2,229	\$14,445	\$2,809	\$36,774	\$26,604	\$22,840	<b>\$168,213</b>
Difference Previous Month	-75	-69	10	17	3	-1	-7	0	9	1	N/A	N/A	-1	-113
	-\$5,049	-\$10,220	\$2,708	\$5,459	\$2,264	\$222	-\$4,420	\$2	\$9,453	\$817	N/A	N/A	\$12,758	\$13,993

<b>FEBRUARY</b>	Less than \$100	\$101-\$199	\$200-\$299	\$300-\$399	\$400-\$499	\$500-\$599	\$600-\$699	\$700-\$799	\$800-\$899	\$900-\$1000	\$1000+	\$2000-\$2999	\$3000 +	<b>TOTAL:</b>
Accounts	77	125	38	29	20	19	17	3	8	2	44	0	7	<b>382</b>
Amount	\$5,241	\$18,091	\$9,498	\$10,225	\$7,933	\$9,659	\$10,902	\$2,227	\$4,992	\$1,992	\$73,460	\$0	\$0	<b>\$154,220</b>

Disaster Reimbursements (Federal & State)						
Year of event	Disaster	Project	Description	Completion	Reimbursed?	Reimbursements
2017	4301	LHHVA01	Pump&Dump	100%	100%	\$ 214,133.04
2017	4301	LKHVB01	Repair&Labor	100%	100%	\$ 16,748.90
2017	4308	LKHVA81	Pump&Dump	100%	100%	\$ 390,533.63
2017	4308	LKHVB81	Repair&Labor	100%	100%	\$ 5,317.17
2017	4308	LKHVF83	Repair&Labor	100%	100%	\$ 652,310.53
2019	4434	100063	Pump&Dump	100%	100%	\$ 916,723.31
2019	4434	100118	Repair	100%	100%	\$ 13,101.71
2019	4434	100126	Repair&Labor	100%	100%	\$ 39,032.81
2019	4434	101502	Repair&Labor	100%	100%	\$ 33,321.19
2019	4434	100138	Repair: Chip seal the WWTP Access Materials:	100%	90%	\$ 110,730.00
2020	4482 COVID-19	138890	Purchased for disinfection, and infection prevention	100%	0%	\$ 10,401.87
2020	4558 LNU Complex Fire	Cat B <b>100% (FEMA)</b>	Debris Removal -FireBreak - Chipping&Spreading	100%	0%	\$ 36,245.32
2020	4558 LNU Complex Fire	Cat B <b>75% (FEMA)</b> 18.75% (CalOES)	Debris Removal -FireBreak - Chipping&Spreading	10%	0%	\$ 150,000.00
2020	4558 LNU Complex Fire	Cat B <b>100% (FEMA)</b>	Continuity of Operations - Generators - Smoke Soot and Ash	100%	0%	\$ 20,747.18
2020	4558 LNU Complex Fire	Cat B <b>75% (FEMA)</b> 18.75% (CalOES)	Continuity of Operations - Generators - Smoke Soot and Ash	100%	0%	\$ 47,647.94

Totals:	\$ 2,656,994.60
Actual:	\$ 2,391,952.29

#### Access Road

1/29 Submitted CloseOut documentation, Final Reimbursement Request (\$5,597.36), and Quarterly Update  
3/10 Resubmitted CloseOut documentation, new final reimbursement request is \$8,970.36 (See attached).

#### Debris Removal

1/20 Submitted RFP  
1/29 Reviewed 3 proposals  
2/2 Awarded contract to MFE  
2/5 Category change for projects, potential changes to CalOES reimbursement policy, and extension request.  
2/11 Final calculations on category, and reimbursement policy shows an increase in CSD's financial burden from ~\$14k to ~\$30k  
3/4 Project was re-categorized twice more, and submitted.  
3/5 MFE has begun staging equipment at the end of Eagle Rock Rd.  
3/25 All parcels owners have granted right of entry for chipping&spreading  
3/31 After responding to several RFIs on our behalf, our FEMA PDMG reached out for further clarification. A response was submitted on 4/1 (See attached).  
4/6 MFE began work on the southern firebreak (Ravenhill park).

#### Generators/HVAC

2/5 Category change for projects, potential changes to CalOES reimbursement policy, and extension request.  
2/11 Final calculations on category, and reimbursement policy shows an increase in CSD's financial burden from ~\$14k to ~\$30k.  
3/4 Project was re-categorized twice more, and submitted

Total project costs of 4558 = \$254,640.44

Federally funded, non-disaster projects (HMGP)					
Related Disaster	Project	Description	Completion	Reimbursed?	Reimbursement
4344	512	LHMP: Writing the Plan	100%	95%	\$ 74,404.00
4382	112	Unit 9 Tank: Replacing this tank	0%	0%	\$ 1,300,000.00
4407	57	Generators: Installing at Booster Stations	0%	0%	\$ 1,900,000.00
4558	398	Defensive Space, Ignition Resistant Construction (DSIRC)	0%	0%	\$ 1,400,000.00
4558	428	Water Mains Planning	0%	0%	\$ 500,000.00

Totals:	\$ 5,174,404.00
Actual:	\$ 74,404.00

#### Unit 9 Tank

1/14 Received response from inquiry "project under FEMA EHP review"  
 2/25 CalOES representative reports "I will say, we have been seeing EHP reviews go a lot faster in these last few months. I anticipate hearing an update sooner rather than later.... As soon as I hear from FEMA I will let you know."  
 4/7 After inquiry, CalOES re-iterates the status of this project as "Under EHP review". Additionally, our CalOES point of contact has changed. Also inquired as to the possibility of beginning non-ground disturbing activities.

#### Generators

2/3 Received updated engineer's estimate on a smaller generator project of \$1M

#### Defensive Space, Ignition Resistant Construction (DSIRC)

1/28 Meeting with CalOES & BCA Consultants - consensus to merge and phase projects.  
 1/29 Received documented review of BCA  
 2/1 Meeting with CalOES regarding phased projects  
 3/3 Submitted merged and phased project subapplication.  
 3/25 Submitted response to 3/22 RFI  
 4/5 Submitted response to 4/5 RFI

#### Water Mains Planning

1/15 Notice of invitation to submit project Subapplication  
 2/2 Authorization of GHD to develop Subapplication  
 2/12 Change of scope proposed  
 3/5 Submitted Advanced Assistant Planning Subapplication for Water Mains

State Funded projects (Prop 1, Prop 68)					
Funding Agency	Project	Description	Completion	Reimbursed?	Reimbursement
DWR/IRWM	206	I & I	35%	0%	\$ 187,500.00
DWR/IRWM	205	Unit 9 Tank	5%	0%	\$ 250,000.00
CalOES	PSPS	Generators	0%	0%	\$ 350,000.00
DWSRF	AMI	AMI	5%	0%	\$ 1,600,000.00

Totals:	\$ 2,387,500.00
Actuals:	=

#### I&I, Unit 9 Tank

1/28 Inquiry to Lake County on status is that they have not received an update from the Grant Manager at DWR.  
 2/24 CWSRF IUP published. I&I project not on the fundable list.  
 3/1 IRWM Grant agreement received by Lake County. Sub-agreement in progress.  
 3/29 We have reached final concurrent with EHP, and have a fully executed sub-agreement with the County (See attached).  
 4/5 I&I: CCTV conducted of sewer line, with special attention to cleanouts and laterals.  
 4/7 Unit 9: Investigating possibilities to upgrade project from "Placeholder status".

#### Generators

2/4 This proposal was denied. A score of 90/156 was not competitive enough to win an award of funds.  
 2/19 Received notification that appeal was denied.  
 2/26 Submitted Public records request for winning proposal.

#### AMI

1/28 District's DWSRF contact recommends a construction application be submitted to the DWSRF. They estimate a turnaround time of 6-8 months.  
 2/22 DWSRF considers HVLCSD NOT a DAC, and therefore invites HVLCSD to submit a loan application.  
 3/5 Preliminary planning discussions with InCode.  
 3/11 The American REscue Plan (ARP) was signed into law. Opportunities may exist for federal funding to support infrastructure improvement projects.  
 4/5 The District has placed order for 300 meters to support this project.

Potential projects (LHMP)					
Priority	Funding Agency	Project	Description	Costs	Notes
1	HMGP (FEMA)	SCADA	Technology refresh	\$ 1,000,000	Initial Feasibility discussions underway, Joined Demand Response program to qualify for rebates
1	HMGP (FEMA)	Tanks	Replace wooden tanks	\$ 5,400,000	Subapplication submitted for one tank only, 4558 - NOI
1	HMPG (FEMA)	I & I	Pipe-bursting	\$ 1,000,000	Grant funds awarded for first pipe-bursting
1		RRP, ERP	Requirement of AWIA of 2018	\$ 200,000	Due 3/21, Possible 4482-NOI opportunity
1	HMGP (FEMA)	Water	Correlators, AirVacs, Lines, Meters	\$ 5,500,000	ESCOs can support energy savings projects
2		WMP	Water Master Plan	\$ 100,000	This is 20 years old. Is a reference document for grant applications
2	HMGP (FEMA)	WWTP	EQ Basin, Sludge Beds	\$ 6,000,000	Every flooding disaster in the last 4 years has damaged a portion of the WWTP. Possible developed contributions.
2		SWP	Stormwater Master Plan	\$ 200,000	This is 20 years old. Opportunity for regional benefits.
2		Stormwater	Implement Stormwater Master Plan Improvements	\$ 10,000,000	Phase 1 - Culverts in the Flood detention basin, previous NOI accepted for this activity
2	HMGP (FEMA)	Well	Drill a new well	\$ 4,000,000	Water Resilience, Contamination Mitigation, possible developer assistance
2	FMAG (FEMA)	Fuels Mitigation	Defensible Space, Concrete detention basin, masonry buildings	\$ 400,000	Possible 4558-NOI opportunity
2	FMAG (FEMA)	Hydrants	Improvements	\$ 4,100,000	Previous NOI accepted for this activity
2	PDM (FEMA)	GIS	Fully develop database, O&M	\$ 400,000	Management, maintenance, and communications tool
3		PAP	Public Awareness Program	\$ 200,000	Disaster preparedness, response and recovery
3	HMGP (FEMA)	CL2 valve	Automatic shut-off valve	\$ 50,000	Operator Safety, RMP improvement list
3	HMGP (FEMA)	CL2 Analyzers	Chlorination Basin improvements	\$ 100,000	Flow-based treatment process will streamline WWTP
3	HMGP (FEMA)	Earthquake	Retrofits	\$ 5,000,000	
3		Levee	Certification	TDB	Opportunity for regional benefits, flood insurance
3		Dam	Inundation Mitigation	TDB	Infrastructure improvements

AWIA of 2018

3/31 Attended EPA training webinar for Small Water Utilities

4/2 Began the development of the District's Risk and Resilience Assessment by using the Vulnerability Self Assessment Tool (VSAT Web 2.0) (See attached).

FLASHES

3/15 Ad Hoc meeting to discuss Letter of Commitment (LOC).

4/8 Ad Hoc meeting to review edits to LOC, and introduce Clean Energy Capital to the team.

## REIMBURSEMENT REQUEST FOR LARGE PROJECT EXPENDITURES

Mail Reimbursement Request to:  
 Governor's Office of Emergency Services  
 Grants Processing Unit  
 3650 Schriever Avenue  
 Mather, California 95655

**SUBGRANTEE:** \_\_\_\_\_

**Cal OES ID#:** \_\_\_\_\_

Please mark this box to indicate a change in the Authorized Agent Mailing Address below

<b>Large Project Expenditures</b>			
PW/Project #	Expenditure Period		<b>CUMULATIVE EXPENDITURES TO DATE</b>
	From	To	
<b>TOTAL</b>			

Under penalty of perjury, I certify that:

- I am the duly authorized agent of the claimant herein, as appointed by the Governing Body Resolution. (Cal OES 130)
- By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).
- This claim is for costs incurred within the approved Grant Performance Period.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone No.

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Hidden Valley Lake Community Services District

19400 Hartmann Road  
Hidden Valley Lake, CA 95467  
707.987.9201  
707.987.3237 fax

Request for Information  
Responses  
4/1/21

4/1/21

Eric,

Thank you for the opportunity to clarify items in this Request for Information. Each of the five inquiries is listed below with an explanation, and supporting imagery. Please do not hesitate to call/email with any additional questions.

Inquiry 1: In reviewing the recently attached documents and maps, there appear to be additional firelines that were not listed in the original project. The documents appear to show 7 potentially constructed firelines, instead of the three listed in the original project.

Please provide the exact number of firelines constructed in this project and the Start GPS coordinates and End GPS coordinates for each fireline. For each fireline, please reference the corresponding map that demonstrates its location, approximate dimensions and path, and please state which contract they fall under. Also, please specify whether the maps provided in the RFI are the as-built drawings for the firebreaks or the plans for the firebreaks. As-built drawings would be the most helpful for EHP review.

Response 1: At the onset of the LNU Lightning Complex fire, HVLCSO identified six areas in need of firelines (See Figures 1 – 5).

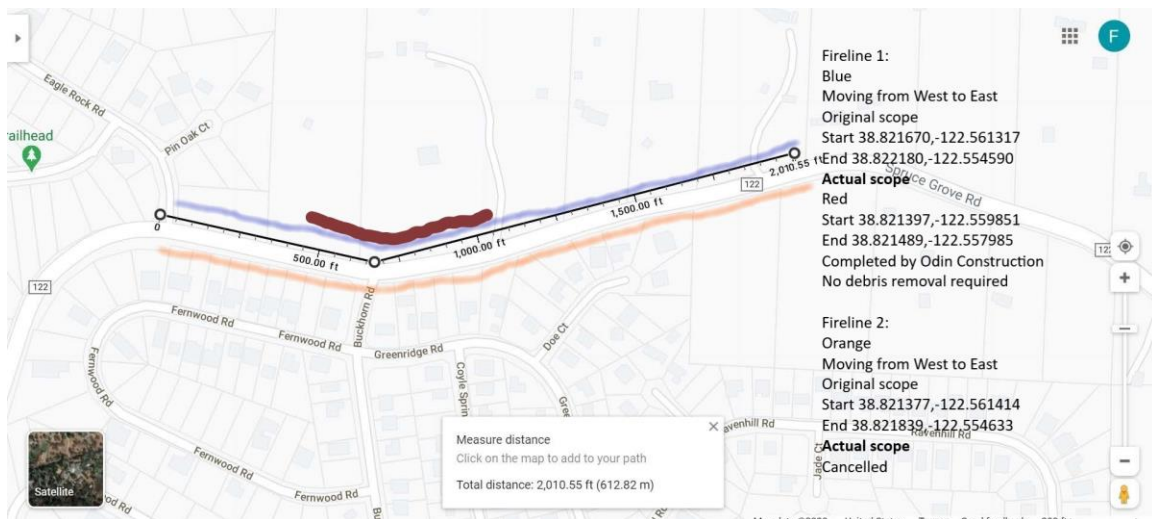


Figure 1 - Firelines 1 & 2





# Hidden Valley Lake Community Services District

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## Request for Information Responses



Figure 2 - Fireline 3

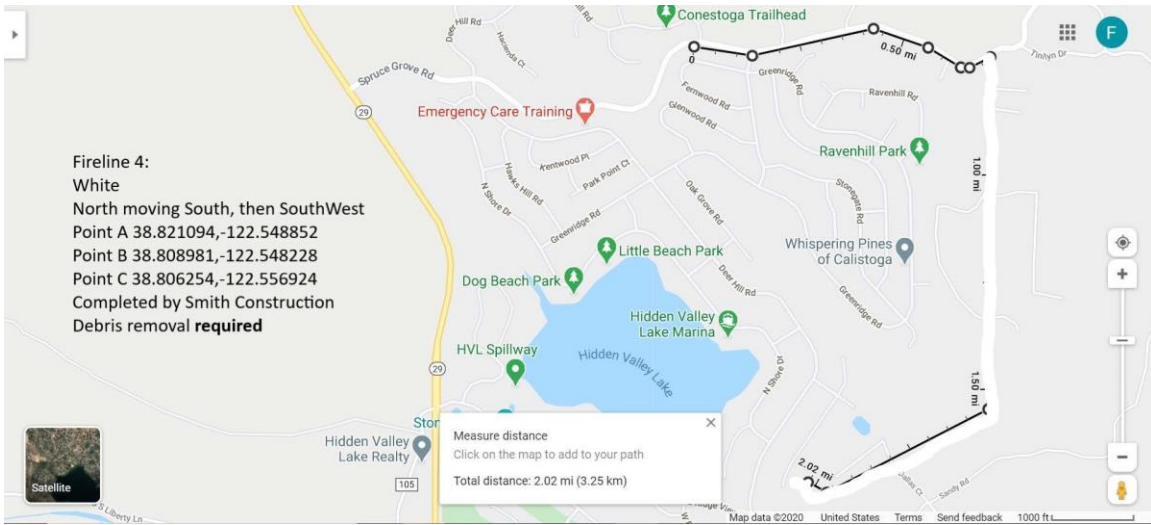


Figure 3 – Fireline 4



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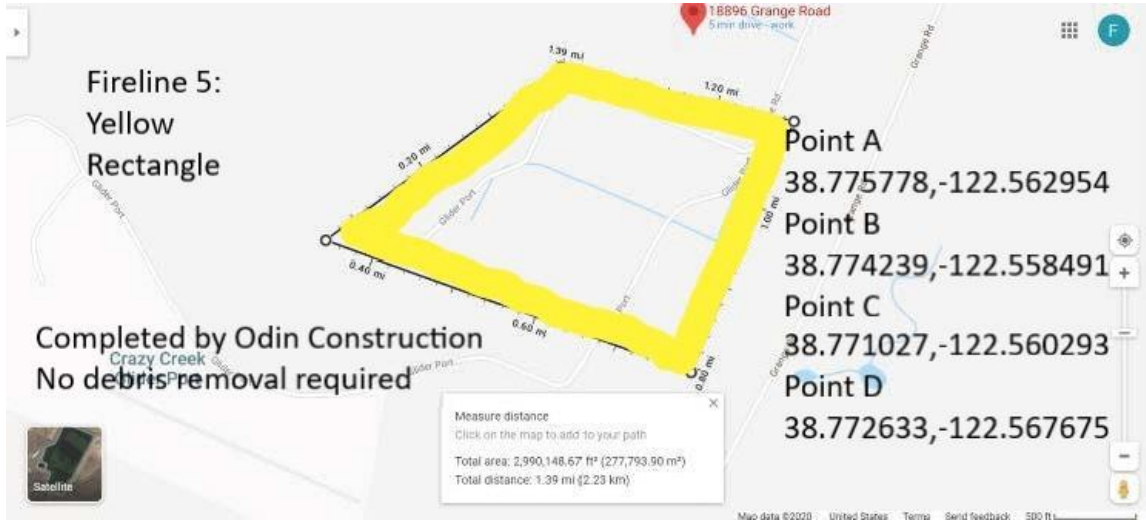


Figure 4 - Fireline 5

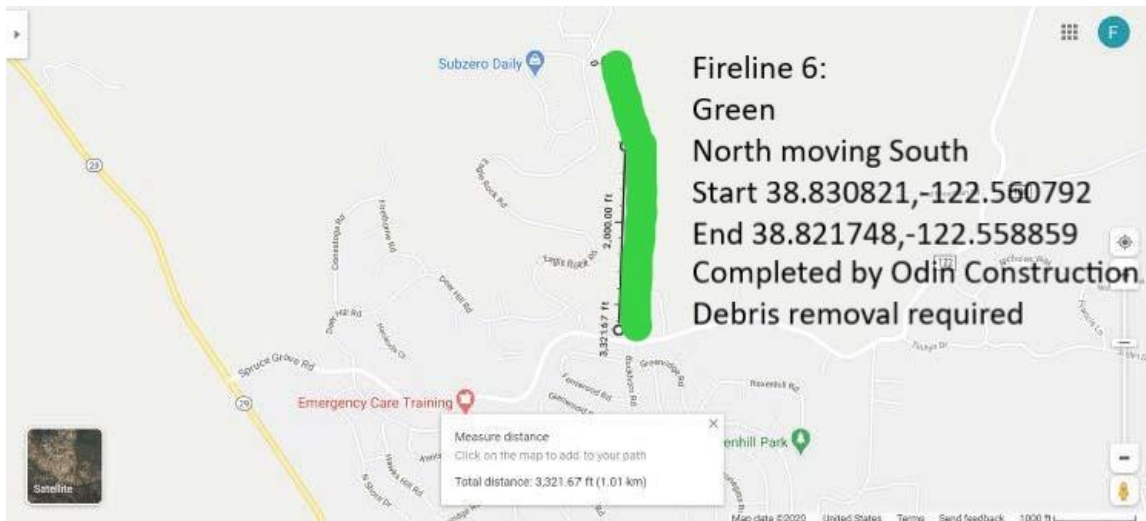


Figure 5 - Fireline 6

In the urgency of the moment, contractors were assigned fireline locations as soon as they could arrive on site. The situation was changing rapidly. The first fireline established was fireline 4, cut by Smith Construction. The fire was moving quickly from East to West, so Smith Construction cut this line where the fire was most likely to breach on 8/22 and 8/23. Once Odin Construction arrived on site, they established the next fireline, Figure 5, fireline 6. Smith Construction was pulled off the contract, to work directly for CalFire. As firefighters fought the blaze, Odin Construction continued building firelines on Spruce Grove road (fireline 1), Eagle Rock Road (fireline 3), and Grange Road (fireline 5).



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## Request for Information Responses 4/1/21

Inquiry #2: Please provide the scopes of work for the two contracts that indicate what work was required for each of them.

Response #2: The original scope for each contract had areas targeted for firelines that appeared in both contracts. In other words, the scopes of work showed *potential* fireline need. This overlap was designed to accommodate the two teams mobilizing and working together to cover as much ground as possible. The exigent circumstances of a quickly approaching wildfire necessitated a team approach that worked well for the situation and resulted in expected changes in scope. Smith Construction was able to complete the first fireline before being pulled off the contract to help CalFire directly. This work is accurately reflected in the Smith Construction invoice (See Figure 6).

Smith Construction & General Engineering, Inc  
Post Office Box 1056  
Middletown, CA 95461

### Invoice

Date	Invoice #
8/24/2020	2020-692



Bill To:

Hidden Valley Community Service District  
19400 Hartmann Road  
Hidden Valley Lake CA 95467

P.O. No.	Terms
HVL	Due on receipt

Quantity	Description	Rate	Amount
	Create Firebreak from Yard at Fiddler North along Greenridge ending at Spruce Grove		
12	CAT D7 Dozer	160.00	1,920.00
12	CAT D4K Dozer	160.00	1,920.00
12	JD 550K Dozer	160.00	1,920.00
1	Move In D7	500.00	500.00
1	Move in D4K	250.00	250.00
1	Move In 550K	250.00	250.00
<b>Total</b>			<b>\$6,760.00</b>

Figure 6 – Smith Construction Invoice



## Hidden Valley Lake Community Services District

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### Request for Information Responses 4/1/21

Fireline two was completely cancelled, and Odin Construction only completed a small portion of fireline 1. Due to changing fire behavior and changing priorities, Odin was re-directed to the northern portion of the community to cut fireline 6. Odin Construction fulfilled their contract by building fireline 3 & 5 around critical infrastructure.

Inquiry #3: Please provide the approximate depth measurement for the topsoil ground disturbance associated with each fireline construction. Topsoil is not a measurement as the depth of topsoil varies.

Response #3: As previously noted, the work done by both contractors took place in a time and location that presented significant adverse conditions to workers. Heavy smoke and wind were challenges to the task at hand, and visibility was low. Pictures of the firelines taken in December 2020 and March 2021 could be used to provide an estimate of ground disturbance. Based on the size of brush removed, and the partially uprooted rootballs, ground disturbance appears to be approximately 6 (See Figure 7 & 8).



Figure 7 - Ground disturbance 1



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Request for Information  
Responses  
4/1/21



**Figure 8 - Ground disturbance 2**

Inquiry #4: Please clarify if any trees were removed in the construction of the firelines. If so, please provide the GPS coordinates for each tree removal location. If rootballs were removed, please provide the amount of rootballs removed, the method of removal, and the source of fill, if used.

Response #4: Fireline 4 & 6 did involve the removal of trees. The project manager of Mountain Enterprises estimates a total of 200 trees were removed (See figure 9).



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## Alyssa Gordon

---

**From:** Jim Finney <jimf@mtfent.com>  
**Sent:** Wednesday, January 6, 2021 1:13 PM  
**To:** Alyssa Gordon  
**Subject:** RE: grinding quote

200+ is my thought.

On January 6, 2021 1:02:39 PM Alyssa Gordon <agordon@hvlcsd.org> wrote:

Ripped out? The ones you included in your quote.

---

**From:** Jim Finney <jimf@mtfent.com>  
**Sent:** Wednesday, January 6, 2021 1:02 PM  
**To:** Alyssa Gordon <agordon@hvlcsd.org>  
**Subject:** RE: grinding quote

Out of the ground? That were ripped out?

On January 6, 2021 12:47:14 PM Alyssa Gordon <agordon@hvlcsd.org> wrote:

Jim,

In your professional opinion, how many stumps do you estimate are in the project area?

Thanks,  
Alyssa

---

**From:** Jim Finney <jimf@mtfent.com>  
**Sent:** Tuesday, December 15, 2020 5:16 PM  
**To:** Alyssa Gordon <agordon@hvlcsd.org>  
**Subject:** grinding quote

Good afternoon Alyssa,

Attached is our quote for grinding all the material along the ROW and leaving on site. I didn't note erosion control- but that would be excluded- but if site was to wet we would not work for that reason. Site already has water bars installed so we would repair those as we crossed them. This is based on certified payroll so that is not an issue with us.

Thanks!

**Jim Finney**  
Project Manager  
Certified Arborist WE 9863A  
Mountain F Enterprises, Inc  
707-775-7577

## Figure 9 - 200 trees

Since the fireline 4 had been cut approximately 15 years ago, a smaller number of trees were removed (50) (See figure 10). The remaining number of trees removed were concentrated in fireline 6 (See figure 11). The method of removal was reduction in mass by chipping. The woodchips are the fill (See figure 12).



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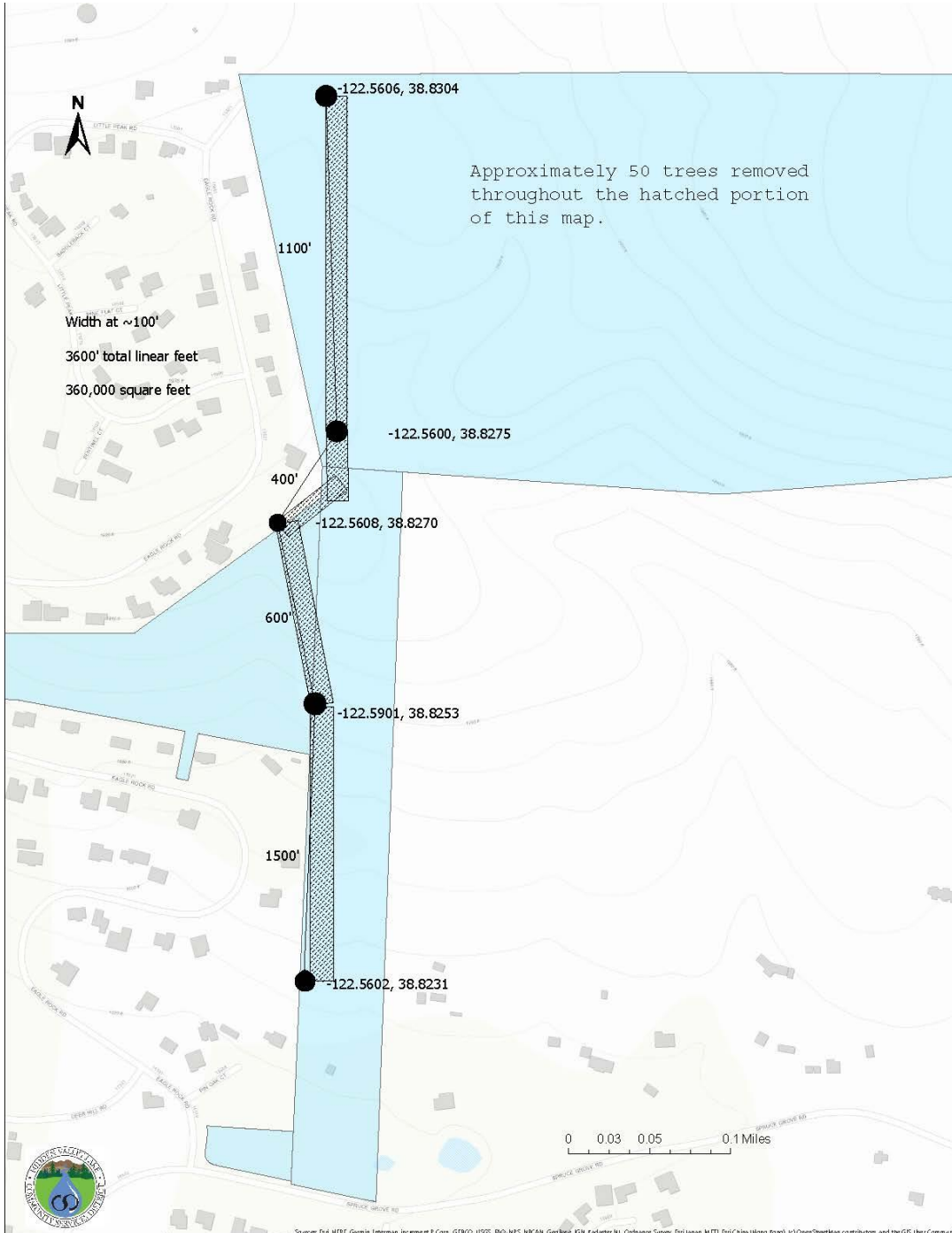


Figure 10 - Fireline 4







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**Figure 12 - Chipping & Fill**

Inquiry #5: Please clarify if there was any equipment staging areas or construction of temporary access roads utilized for the firelines. If so, please provide the GPS coordinates, dimensions, and describe the extent of ground disturbance (length x width x depth), if any. Please indicate whether the equipment staging areas or construction of temporary access roads were temporary or permanent work.

Response #5: There were no equipment staging areas or construction of temporary access roads to cut the firelines. Staging of equipment was only necessary during the debris removal stage of fireline 4 & 6. The staging area was the fireline itself, and no additional ground disturbance took place (See figure 13).



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**Figure 13 - Equipment staging**

Thank you again for this opportunity, and please do not hesitate to reach out with further questions.

Alyssa Gordon  
Project Manager  
HVLCS D

**ACTION OF  
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

**DATE:** April 12, 2021

**AGENDA ITEM:** Review and Discuss: AMI expenditures of approximately \$101,000.

---

**RECOMMENDATIONS:** Recommend the expenditure of ~\$101,000. in support of the AMI project.

---

**FINANCIAL IMPACT:** ~\$101,000.

**FUND:** 320 Capital Improvement, Water

---

**BACKGROUND:**

The 5 year Capital Improvement Plan of 20/21 – 20/25 lists “Reliable Water Supply/Automatic Metering Infrastructure” as a prioritized project. The District currently has 201 water meters with cellular capability being read manually. The handheld devices with which Field Operations manually read meters has long since been unsupported and cannot be replaced/repared. There are only three handheld devices left that are in working order, and six staff members available to read them. The software that uploads the meter read data from the handhelds will no longer be supported within the next 12 months.

The first pilot installation of these meters occurred in 2015. Subsequently multiple vendors have presented solutions that either depended on grant funding or took ownership of the equipment once installed. Several budgetary changes have occurred since this project was piloted 6 years ago. The District is now in a position to upgrade our antiquated hardware and software with an easy to manage, highly efficient, Advanced Metering Infrastructure solution.

The first step to move this project along is ordering enough meters to remove three “books” of manual reads from the old handheld devices. Staff is also in communication with our billing vendor Incode, and our meter vendor, Beacon to align the software needs with these new meters.

Staff is interested in purchasing 300 meters in this fiscal year, so as to not require funds encumbrance during the fiscal year 21/22.

<b>AMI Expenditures 20/21</b>			
Description	Quantity	Price	Total
100 cellular meters	3	\$ 32,216.00	\$ 96,648.00
Billing integration	1	\$ 1,575.00	\$ 1,575.00
Engagement fee	1	\$ 2,500.00	\$ 2,500.00
		Totals:	\$ 100,723.00

The billing integration fee cost has been provided to the District by Badger Meter at a 50% discount from normal pricing. This includes the costs for automatically read meter data in BeaconAMA.net to integrate with the InCode Utility Billing module.

The engagement fee is the discount made available to the District when a large portion of meters (AMI project) is purchased. This one-time fee once paid, will bring down the per meter cost from \$3 to \$.89.

**ACTION OF  
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

**DATE:** April 13, 2021

**AGENDA ITEM:** Review and Discuss: Recommend approval of four Temporary Meter Replacement Technicians for the AMI Project

---

**RECOMMENDATIONS:** Staff asks that the Finance Committee recommend that the full Board approve four Temporary Meter Replacement Technicians for the AMI Project

---

**FINANCIAL IMPACT:** . Were the District to hire four temporary employees, labor for 6 months would be estimated at a total cost of \$65,280. (includes estimated mgt fees) broken into 3 phases.

---

**BACKGROUND:**

Staff propose to hire four temporary employees through a Temp Agency, using the proposed Meter Replacement Technician Job Description.

To estimate the number of meters temporary staff would be able to replace, an average of 45 minutes per meter replacement was used. With this average timeframe in mind, and accounting for an 8-hour day, four temporary staff members should be able to replace 30 meters per day. At this rate, the project would be completed in approximately 2-3 months.

**ACTION OF  
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

**DATE:** April 13, 2021

**AGENDA ITEM:** Review and Discuss: Recommendation for approval of a Part-Time Accounts Representative and one additional Operator I

---

**RECOMMENDATIONS:** Staff asks that the Finance Committee recommend that the full Board approve the addition of a Part-Time Accounts Representative and one additional Operator I

---

**FINANCIAL IMPACT:** (Annual Impact with Salary and Benefits)

\$20,723 Part-Time Accounts Representative

\$91,840 Operator I

---

**BACKGROUND:**

The Part-Time Accounts Representative would be responsible for entering AMI data and support to front staff. Position will be evaluated at the completion of the project, for consideration of retaining or dissolving the part-time position.

With the addition of an Operator I, field staff would have a designated staff member assigned to complete meter service order throughout the Meter replacement project. The position will come into play, as the District enters into more projects that will be completed in-house, saving the District considerable cost due to outsourcing contractors at prevailing wage.



# Hidden Valley Lake Community Services District

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[www.hvlcsd.org](http://www.hvlcsd.org)

## RESIDENTIAL WATER LEAK BILLING ADJUSTMENT APPLICATION

If you have a property side leak and your water bill is high (as defined below), please review the *Residential Water Leak Adjustment Policy*, fill out this form, and promptly submit to HVLCSD.

This application provides the opportunity for qualified residential customers to receive a billing adjustment due to a leak resulting in high usage. In order to qualify, all criteria must be met, and the form filled out in full.

Customer Name:	Date:
Property Address:	Mailing address (if different):
Phone:	Email:
Date leak detected:	Date leak was repaired:
Repair invoice included: <input type="checkbox"/>	Leak repair confirmed by HVLCSD: <input type="checkbox"/>

Water Leak Adjustment Program:

Rules governing the Residential Water Leak Billing Adjustment Application are outlined in the *Residential Water Leak Adjustment Policy*. If you need additional information, please call us at (707)987-9201. To complete the application for a water leak adjustment, please submit this form and any accompanying documentation to: Hidden Valley Lake Community Services District at the address shown above.

Upon receipt, of a correctly completed Residential Water Leak Billing Adjustment Application, the District will review the account for compliance with the program conditions. (Please see the back of this form for the program conditions.) If the program conditions are met, and approved, the General Manager (or designee) will provide an adjustment.

I certify that I understand the requirements in this form and that to the best of my knowledge the above information is true.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR DISTRICT USE ONLY	
Account#:	Notes:
Date:	
Approved by:	
Denied by:	
Date Customer Notified:	Staff Initial:

## Residential Water Leak Billing Adjustment Criteria

The General Manager, or other person delegated the responsibility by the General Manager, may adjust water billings when all of the following requirements are met:

1. Customer shall notify the District and complete the Courtesy Leak Adjustment Application within 30 days from the bill due date for the period in which the loss occurred.
2. Verification of the leak must be confirmed by:
  - a. Providing a copy of the repair bill or other invoices/receipts related to the repair,  
**AND/OR**
  - b. Confirmation by an on-site inspection by a representative from the Hidden Valley Lake CSD.
3. The policy permits only one property side leak adjustment in each 24-month period.
4. Leaks that are eligible for homeowner's insurance will not be considered.
5. The customer's account must be in good standing at the time of the Courtesy Leak Adjustment Application submission. The General Manager has the discretion to consider special circumstances on a case-by-case basis.
6. The property side billing adjustment shall be limited to one billing period. For example, if a leak persisted over more than one billing cycle, the customer shall only receive relief for excess water usage that occurred during one billing cycle. A billing cycle is 30 days.
7. The amount of the excess usage shall be determined by the District. Normal Consumption shall be determined by using historical averages when available.
8. Adjustments are limited to the water usage portion of the bill only.
9. Adjustments are not to exceed 50% of the cost for water delivered in excess of the customer's normal usage and which does not include fixed service or meter charges. No adjustment shall be made for any charge, penalty, or fee not based on the quantity of water delivered.
10. Upon approval of the application by the General Manager or designee, any adjustment will be applied to the forthcoming water bill. Credit will be applied to the account; no refund check will be issued. Hidden Valley Lake CSD will absorb 1/2 (50%) **not to exceed \$500.00** of the overages for water delivered in excess of average usage (as determined by a review of the customer's account).





POLICY TITLE:	<b>Residential Water Leak Billing Adjustment Policy</b>	
POLICY #: <b>2001</b>	ADOPTED DATE: October 18, 2011 President: Herndon RESCINDED: BY, Resolution 2015-18 August 19, 2015	REVISION DATE:  President:

The Board of Directors revised and adopted this policy at its public meeting on the latest revision date. This version of the Policy supersedes all other previous versions.

**2001.1 Purpose and Scope:**

The purpose of this policy is to provide Hidden Valley Lake Community Services District (District) with a written policy regarding providing billing adjustments for water leaks on the customer (or property) side of the meter, or significant abnormalities in water consumption. This policy does not apply to commercial water customers.

**2001.2 Policy:**

Customers are responsible for the service and fittings to the Water Utility System beginning at the coupling on the customer’s side of the meter. Any leaks in the line which are the responsibility of the customers must be repaired, by the customer, solely at their expense.

No adjustment or credit will be applied to the water bill for the customer or property side leaks, damage or deterioration or other factors except as defined within this policy.

The customer is responsible for monitoring higher than expected usage. Customers must investigate higher than expected usage to determine if the usage was caused by a property side leak. Upon request, District staff will provide a no charge, on-site visit. Customers should promptly repair leaks.

**2001.3 Residential Water Leak Billing Adjustment Criteria:**

The General Manager, or other person delegated the responsibility by the General Manager, may adjust water billings when all of the following requirements are met:

1. Customer shall notify the District and complete the Courtesy Leak Adjustment Application within 30 days from the bill due date for the period in which the loss occurred.
2. Verification of the leak must be confirmed by:
  - a. Providing a copy of the repair bill or other invoices/receipts related to the repair,  
**AND/OR**
  - b. Confirmation by an on-site inspection by a representative from the Hidden Valley Lake CSD.
3. The policy permits only one property side leak adjustment in each 24-month period.
4. Leaks that are eligible for homeowner’s insurance will not be considered.

5. The customer's account must be in good standing at the time of the Residential Water Leak Billing Adjustment Application submission. The General Manager has the discretion to consider special circumstances on a case-by-case basis.
6. The property side billing adjustment shall be limited to one billing period. For example, if a leak persisted over more than one billing cycle, the customer shall only receive relief for excess water usage that occurred during one billing cycle. A billing period for customers is 30 days.
7. The amount of the excess usage shall be determined by the District. Normal Consumption shall be determined by using historical averages when available.
8. Adjustments are limited to the water usage portion of the bill only.
9. Adjustments are not to exceed 50% of the cost for water delivered in excess of the customer's normal usage and which does not include fixed service or meter charges. No adjustment shall be made for any charge, penalty, or fee not based on the quantity of water delivered.
10. Upon approval of the application by the General Manager or designee, any adjustment will be applied to the forthcoming water bill. Credit will be applied to the account; no refund check will be issued. Hidden Valley Lake CSD will absorb 1/2 (50%) **not to exceed \$500.00** of the overages for water delivered in excess of average usage (as determined by a review of the customer's account).

Month	Date	Read		Total	Reading		Occupant
		Previous	Current	Consumption	Flag	Source	
<b>Year : 2021 Total 2</b>							
Mar	3/23/2021	175407	175682	275	Regular	Hand Held	03
Feb	02/22/2021	175057	175407	350	Regular	Hand Held	03
Jan	01/25/2021	174577	175057	480	Regular	Hand Held	03
<b>Year : 2020 Total 12</b>							
Dec	12/23/2020	174242	174577	335	Regular	Hand Held	03
Nov	11/19/2020	174031	174242	211	Regular	Hand Held	03
Oct	10/26/2020	171760	174031	2271	Regular	Hand Held	03
Sep	09/24/2020	148969	171760	22791	Regular	Hand Held	03
Aug	08/26/2020	147530	148969	1439	Regular	Hand Held	03
Jul	07/27/2020	146841	147530	689	Regular	Hand Held	03
Jun	06/24/2020	146576	146841	265	Regular	Hand Held	03
May	05/26/2020	146346	146576	230	Regular	Hand Held	03
Apr	04/27/2020	146067	146346	279	Regular	Hand Held	03
Mar	03/24/2020	145820	146067	247	Regular	Hand Held	03
Feb	02/24/2020	145635	145820	185	Regular	Hand Held	03
Jan	01/27/2020	145458	145635	177	Regular	Hand Held	03
<b>Year : 2019 Total 10</b>							
Dec	12/23/2019	145192	145458	266	Regular	Hand Held	03
Nov	11/20/2019	145049	145192	143	Regular	Hand Held	03
Oct	10/24/2019	144819	145049	230	Regular	Hand Held	03
Sep	09/23/2019	144630	144819	189	Regular	Hand Held	03
Aug	08/26/2019	144187	144630	443	Regular	Hand Held	03
Jul	07/24/2019	144156	144187	31	Regular	Hand Held	03
Jun	06/24/2019	143954	144156	202	Regular	Hand Held	03
May	05/23/2019	143683	143954	271	Regular	Hand Held	03
Apr	04/23/2019	143481	143683	202	Regular	Hand Held	03
Mar	03/25/2019	143319	143481	162	Regular	Hand Held	03
				<b>Avg 1337</b>			

5,862 Consumption from March 2019 - March 2021 eliminating Aug/Sept/Oct 2020

266 Average monthly consumption eliminateing Aug/Sept/Oct 2020

**August/ September/October are considered to be "EXCESSIVE" usage (criteria item #6)**

Policy would allow staff to adjust 50% in excess of the normal usage (criteria item #9).

EXAMPLE:

September 2020 consumption	22,791	cubic feet
Customer 24 month average	<u>266</u>	cubic feet
Excess amount	22,525	cubic feet
50% adjustment of excess	11,263	cubic feet

September 2020 water bill amount	\$ 650.38
50% adjustment amount	\$ 301.85
<b>Customer's new adjusted bill amount</b>	<b>\$ 348.53</b>

**Proposed Capital Project Budget 2021-2022**

<b>WASTEWATER CAPITAL PROJECT DESCRIPTIONS</b>	<b>FY 2021/2022</b>
Regulatory Compliance/I&I Mitigation	\$ 100,000
Diaster Mitigation/SCADA Upgrade	\$ 30,000
Diaster Recovery	\$ -
Mini-Excavator	\$ 25,000
Risk Management Plan/Chlorine Tank Auto Shut-Off	\$ 45,000
Regulatory Compliance/Dump Truck	\$ 37,500
IT Upgrades/Records Retentin/Increase Storage Capacity	\$ -
Stormwater Master Planning/Mitigation	\$ 10,000
Regulatory Compliance/Manhole Rehap	\$ 50,000
	<b>\$ 297,500</b>
<b>WATER CAPITAL PROJECT DESCRIPTIONS</b>	<b>FY 2021/2022</b>
Wildfire Resilience/Reliable Water Supply/Replace Wooden Tanks	\$ 405,000
Diaster Mitigation/SCADA Upgrade	\$ 30,000
Reliable Water Supply/Automatic Metering Infrastructure	\$ 372,500
Wildfire Resilience/Reliable Water Supply/PSPS Backup Power Supply	\$ 50,000
IT Upgrade/Records Retention/Increase Storage Capacity	\$ 10,000
Reliable Water Supply/Leak Repair Mini-Excavator	\$ -
Regulatory Compliance/Dump Truck	\$ -
	<b>\$ 867,500</b>

# HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

## 2021-2022 DEBT SERVICE

### PROPOSED BUDGET

	DEBT REVENUE SOURCE	FUND	AMOUNT
1)	1995-2 BOND - TAX ASSESMENT	215	\$ 293,494
2)	CIEDB LOAN - WATER INFRASTRUCTURE	130	170,746
3)	USDA LOAN - SOLAR PROJECT WWTP	120	32,255
	<b>TOTAL DEBT SERVICE REVENUE SOURCE</b>		<u>\$ 496,495</u>

	DEBT SERVICE EXPENSE	FUND	AMOUNT
1)	1995-2 BOND REDEMPTION (PRINCIPAL)	215	\$ 185,000
	1995-2 BOND REDEMPTION (INTEREST)	215	99,994
	BOND ADMINISTRATION (ANNUAL FEE)	215	8,500
			<u>\$ 293,494</u>
	CIEDB (PRINCIPAL)	218	\$ 110,065
	CIEDB (INTEREST)	218	55,865
2)	CIEDB (ANNUAL FEE)	218	4,816
			<u>\$ 170,746</u>
	USDA SOLAR LOAN (PRINCIPAL)	219	\$ 17,000
	USDA SOLAR LOAN (INTEREST)	219	15,255
3)			<u>\$ 32,255</u>
	<b>TOTAL ANNUAL DEBT SERVICE EXPENSE</b>		<u>\$ 496,495</u>

**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT  
SEWER ENTERPRISE FUND**

4/9/2021  
11:55 AM

<b>SEWER INTERPRISE FUND REVENUE</b>	<b>2020-2021 Budget 7/1/2020</b>	<b>2020-2021 To Date 3/26/2021</b>	<b>Difference</b>	<b>2021-2022 Proposed 7/1/2021</b>
120-4020 PERMIT & INSPECTION FEES	500	500	-	500
120-4036 DEVELOPER SEWER FEES	-	1,977	(1,977)	-
120-4040 LIEN RECORDING FEES	-	-	-	-
120-4045 AVAILABILITY FEES	5,500	4,096	1,404	5,500
120-4050 SALES OF RECLAIMED WATER	110,000	79,582	30,418	138,000
120-4111 COMMERCIAL SEWER USE	43,113	29,011	14,102	89,966
120-4112 GOVERNMENT SEWER USE	900	390	510	1,200
120-4116 SEWER USE CHARGES	1,217,940	983,081	234,859	1,495,786
120-4210 LATE FEE 10%	20,000	15,877	4,123	22,000
120 4300 MISC INCOME	2,500	528	1,972	2,500
120-4310 OTHER INCOME	-	2,902	(2,902)	2,600
120-4320 FEMA/CalOES Grants	88,776	200,969	(112,193)	-
120-4550 INTEREST INCOME	1,700	592	1,108	2,000
120-4580 TRANSFER IN	-	138,914	(138,914)	-
<b>TOTAL REVENUE</b>	<b>1,490,929</b>	<b>1,458,418</b>	<b>32,511</b>	<b>1,760,051</b>

**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT  
SEWER ENTERPRISE FUND**

4/9/2021  
11:55 AM

<b>SEWER INTERPRISE FUND EXPENSES</b>	<b>2020-2021 Budget 7/1/2020</b>	<b>2020-2021 To Date 3/26/2021</b>	<b>Difference</b>	<b>2021-2022 Proposed 7/1/2021</b>
120-5-10-5010 ADMIN SALARY & WAGES	252,875	187,333	65,542	292,584
120-5-30-5010 FIELD SALARY & WAGES	255,455	146,434	109,021	244,081
120-5-40-5010 DIRECTORS SALARY & WAGES	3,000	2,422	578	3,000
120-5-10-5020 ADMIN EMPLOYEE BENEFITS (HEALTH)	91,844	48,107	43,737	84,772
120-5-30-5020 FIELD EMPLOYEE BENEFITS (HEALTH)	106,340	68,786	37,554	127,922
120-5-40-5020 DIRECTOR BENEFITS (TAXES)	230	93	137	230
120-5-10-5021 ADMIN RETIREMENT BENEFITS (Pers)	47,189	34,950	12,239	56,902
120-5-30-5021 FIELD RETIREMENT BENEFITS (Pers)	46,661	29,472	17,189	54,648
120-5-30-5022 FIELD CLOTHING ALLOWANCE	1,800	707	1,093	2,000
120-5-00-5024 WORKERS' COMP INSURANCE	15,000	12,991	2,009	15,000
120-5-00-5025 RETIREE HEALTH BENEFITS	14,000	6,126	7,874	8,189
120-5-40-5030 DIRECTOR HEALTH BENEFITS	36,000	17,585	18,415	24,178
120-5-00-5040 ELECTION EXPENSE	12,000	17	11,983	-
120-5-00-5060 GASOLINE, OIL & FUEL	20,000	9,571	10,429	20,000
120-5-00-5061 VEHICLE MAINT	18,000	18,462	(462)	18,000
120-5-00-5062 TAXES & LICENSE	800	214	586	800
120-5-10-5063 ADMIN CERTIFICATIONS	500	-	500	500
120-5-30-5063 FIELD CERTIFICATIONS	1,500	250	1,250	1,500
120-5-00-5074 PROPERTY/LIABILITY INSURANCE	54,066	59,154	(5,088)	71,000
120-5-00-5075 BANK FEES	21,000	17,071	3,929	21,000
120-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	7,500	11,386	(3,886)	11,000
120-5-10-5090 ADMIN OFFICE SUPPLIES	4,000	2,271	1,729	4,000
120-5-30-5090 FIELD OFFICE SUPPLIES	1,000	315	685	1,000
120-5-00-5092 POSTAGE & SHIPPING	7,000	5,755	1,245	7,000
120-5-00-5110 CONTRACTUAL SERVICES	-	-	-	-
120-5-00-5121 LEGAL SERVICES	20,000	10,526	9,474	12,000
120-5-00-5122 ENGINEERING SERVICES	50,000	35,237	14,763	50,000
120-5-00-5123 OTHER PROFESSIONAL SERVICE	50,000	30,631	19,369	20,000
120-5-00-5126 AUDIT SERVICES	7,500	5,950	1,550	7,500
120-5-00-5130 PRINTING & PUBLICATION	5,000	3,041	1,959	5,000
120-5-00-5135 NEWSLETTER	500	-	500	500
120-5-00-5145 EQUIPMENT RENTAL	5,000	3,734	1,266	5,000
120-5-00-5148 OPERATING SUPPLIES	48,000	40,411	7,589	48,000
120-5-00-5150 REPAIR & REPLACE	145,000	136,617	8,383	145,000
120-5-00-5155 MAINT BLDG & GROUNDS	8,000	4,788	3,212	8,000
120-5-00-5156 CUSTODIAL SERVICES	16,500	9,202	7,298	16,500
120-5-00-5157 SECURITY	500	1,083	(583)	600
120-5-00-5160 SLUDGE DISPOSAL	45,000	28,256	16,744	45,000
120-5-10-5170 ADMIN TRAVEL MILEAGE	1,500	784	716	2,500
120-5-30-5170 FIELD TRAVEL MILEAGE	500	39	461	500
120-5-40-5170 DIRECTORS TRAVEL MILEAGE	200	-	200	200

**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT  
SEWER ENTERPRISE FUND**

4/9/2021  
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<b>SEWER INTERPRISE FUND EXPENSES</b>	<b>2020-2021 Budget 7/1/2020</b>	<b>2020-2021 To Date 3/26/2021</b>	<b>Difference</b>	<b>2021-2022 Proposed 7/1/2021</b>
120-5-10-5175 ADMIN EDUCATION/SEMINARS	4,000	1,456	2,544	4,000
120-5-30-5175 FIELD EDUCATION/SEMINARS	4,000	400	3,600	4,000
120-5-40-5175 DIRECTORS EDUCATION/SEMINARS	1,500	-	1,500	1,500
120-5-40-5176 DIRECTOR TRAINING	3,600	-	3,600	3,600
120-5-10-5179 ADM MISC EXPENSE	350	104	246	350
120-5-00-5165 TERTIARY PONT MAINTENANCE	50,000	50,000	-	50,000
120-5-00-5191 TELEPHONE	11,000	8,463	2,537	12,000
120-5-00-5192 ELECTRICITY	65,000	74,097	(9,097)	95,000
120-5-00-5193 OTHER UTILITIES	2,600	2,022	578	2,500
120-5-00-5194 IT SERVICES	36,500	32,085	4,415	38,000
120-5-00-5195 ENV/MONITORING	35,000	25,374	9,627	35,000
120-5-00-5196 RISK MANAGEMENT	-	-	-	-
120-5-00-5198 ANNUAL OPERATING FEES	2,000	4,743	(2,743)	5,000
120-5-00-5310 EQUIPMENT - FIELD	1,000	1,137	(137)	1,200
120-5-00-5311 EQUIPMENT - OFFICE	1,000	2,662	(1,662)	3,000
120-5-00-5312 TOOLS - FIELD	1,500	11	1,489	1,500
120-5-00-5315 SAFETY EQUIPMENT	1,500	24,168	(22,668)	3,500
120-5-00-5545 RECORDING FEES	250	506	(256)	250
120-5-00-5580 TRANSFER OUT	-	97,200	(97,200)	-
120-5-00-5590 NON-OPERATING OTHER	-	-	-	-
120-5-00-5600 CONTINGENCY	-	-	-	-
120-5-60-60010 LNU COMPLEX A- Debris (Firebreak/Chip	-	18,131	(18,131)	-
120-5-60-6011 LNU COMPLEX B- EPS (HVAC/Generators	-	30,729	(30,729)	-
120-5-70-7201 I & I	-	15,535	(15,535)	-
219 USDA SOLAR PRINCIPAL	17,000	17,000	-	17,500
219 USDA SOLAR INTEREST	15,255	15,255	-	14,738
<b>TOTAL EXPENDITURES</b>	<b>1,896,810</b>	<b>1,592,522</b>	<b>304,556</b>	<b>1,728,243</b>



HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT  
SEWER ENTERPRISE FUND

4/9/2021  
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SEWER				
	Revenue	CSD Total	NBS Proposed	Difference
	Sewer	1,586,951	1,586,951	0
	Recycled	138,000	137,984	16
	Other	35,100	35,117	(17)
	Interest			-
	<b>Total</b>	<b>1,760,051</b>	<b>1,760,052</b>	<b>(1)</b>

SEWER					
	Expense		CSD Total	NBS Proposed	Difference
	Salary	Benefits			
	539,665	356,840	896,505	899,927	(3,422)
	All Other Expenses				-
			799,500	794,589	4,911
	Sub Total		1,696,005	1,694,516	1,489
	Debt				
			32,238	32,238	-
	Reserve Funded Capital Expense				
			297,500	-	297,500
	<b>TOTAL REVENUE</b>		<b>1,760,051</b>	<b>1,760,052</b>	
	<b>TOTAL EXPENSES</b>		<b>2,025,743</b>	<b>1,726,754</b>	
	<b>Difference (OP Reserves)</b>		<b>(265,691)</b>	<b>33,298</b>	

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT  
WATER ENTERPRISE FUND

4/9/2021  
11:48 AM

<b>WATER INTERPRISE FUND REVENUE</b>	<b>Budget 7/1/2020</b>	<b>To Date 3/26/2021</b>	<b>Difference</b>	<b>Proposed 7/1/2021</b>
130-4035 RECONNECT FEES	12,000	70	11,930	5,000
130-4036 DEVELOPER FEES WATER	-	1,977	(1,977)	-
130-4038 COMM WATER METER INSTALL	-	-	-	-
130-4039 WATER CONNECTION FEE (METER)	-	2,632	(2,632)	57,576
130-4040 LIEN RECORDING FEES	1,200	5,639	(4,439)	1,200
130-4045 AVAILABILITY FEES	22,000	16,442	5,558	22,000
130-4110 COMMERCIAL WATER USE	95,295	37,927	57,368	127,686
130-4112 GOVERNMENT WATER USE	6,000	3,236	2,764	6,200
130-4115 WATER USE CHARGES	1,968,074	1,561,619	406,455	2,462,899
130-4210 LATE FEE 10%	32,000	26,108	5,892	32,000
130 4215 RETURNED CHECK FEE	1,000	200	800	200
130-4300 MISC INCOME	3,000	1,567	1,433	1,500
130-4310 OTHER INCOME	1,500	2,902	(1,402)	1,500
130-4320 FEMA/CalOES GRANTS	30,000	1,463	28,538	-
130-4550 INTEREST INCOME	3,500	1,061	2,439	4,052
130-4580 TRANSFER IN	-	6,523	(6,523)	-
	-	-	-	-
<b>TOTAL REVENUE</b>	<b>2,175,569</b>	<b>1,669,365</b>	<b>506,204</b>	<b>2,721,813</b>

**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT  
WATER ENTERPRISE FUND**

4/9/2021  
11:48 AM

<b>WATER INTERPRISE FUND</b>	<b>Budget</b>	<b>To Date</b>	<b>Difference</b>	<b>Proposed</b>
<b>EXPENSES</b>	<b>7/1/2020</b>	<b>3/26/2021</b>		<b>7/1/2021</b>
130-5-10-5010 ADMIN SALARY & WAGES	282,875	187,333	95,542	292,584
130-5-30-5010 FIELD SALARY & WAGES	225,455	160,456	64,999	244,081
130-5-40-5010 DIRECTORS SALARY & WAGES	3,000	2,422	578	3,000
130-5-10-5020 ADMIN EMPLOYEE BENEFITS (HEALTH)	91,844	48,107	43,737	84,772
130-5-30-5020 FIELD EMPLOYEE BENEFITS (HEALTH)	106,340	68,751	37,589	127,922
130-5-40-5020 DIRECTOR BENEFITS (TAXES)	120	93	27	230
130-5-10-5021 ADMIN RETIREMENT BENEFITS (Pers)	47,189	34,993	12,196	56,902
130-5-30-5021 FIELD RETIREMENT BENEFITS (Pers)	54,648	30,880	23,768	54,648
130-5-30-5022 FIELD CLOTHING ALLOWANCE	1,800	707	1,093	2,000
130-5-00-5024 WORKERS' COMP INSURANCE	15,000	12,991	2,009	15,000
130-5-00-5025 RETIREE HEALTH BENEFITS	14,000	6,126	7,874	8,189
130-5-40-5030 DIRECTOR HEALTH BENEFITS	42,000	17,585	24,415	24,178
130-5-00-5040 ELECTION EXPENSE	12,000	17	11,983	-
130-5-00-5060 GASOLINE, OIL & FUEL	20,000	9,679	10,321	20,000
130-5-00-5061 VEHICLE MAINT	12,500	10,263	2,237	12,500
130-5-00-5062 TAXES & LICENSE	1,200	214	986	1,200
130-5-10-5063 ADMIN CERTIFICATIONS	-	-	-	200
130-5-30-5063 FIELD CERTIFICATIONS	600	250	350	600
130-5-00-5074 PROPETY/LIABILITY INSURANCE	54,055	59,154	(5,099)	71,000
130-5-00-5075 BANK FEES	21,000	17,111	3,889	21,000
130-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	24,600	28,246	(3,646)	28,000
130-5-10-5090 ADMIN OFFICE SUPPLIES	4,000	2,271	1,729	4,000
130-5-30-5090 FIELD OFFICE SUPPLIES	1,000	315	685	1,000
130-5-00-5092 POSTAGE & SHIPPING	6,500	5,755	745	7,000
130-5-00-5110 CONTRACTUAL SERVICES	-	-	-	-
130-5-00-5121 LEGAL SERVICES	20,000	11,706	8,294	65,000
130-5-00-5122 ENGINEERING SERVICES	60,000	6,389	53,611	65,000
130-5-00-5123 OTHER PROFESSIONAL SERVICE	50,000	25,945	24,055	45,000
130-5-00-5124 WATER RIGHTS	50,000	2,018	47,982	-
130-5-00-5126 AUDIT SERVICES	7,500	5,950	1,550	7,500
130-5-00-5130 PRINTING & PUBLICATION	7,500	3,076	4,424	7,500
130-5-00-5135 NEWSLETTER	500	-	500	500
130-5-00-5140 RENT & LEASES	-	-	-	-
130-5-00-5145 EQUIPMENT RENTAL	45,000	5,029	39,971	10,000
130-5-00-5148 OPERATING SUPPLIES	5,000	3,441	1,559	5,000
130-5-00-5150 REPAIR & REPLACE	125,000	118,813	6,187	164,000
130-5-00-5155 MAINT BLDG & GROUNDS	12,000	8,697	3,303	12,000
130-5-00-5156 CUSTODIAL SERVICES	4,200	2,548	1,652	5,000
130-5-00-5157 SECURITY	5,000	723	4,277	5,000
130-5-10-5170 ADMIN TRAVEL MILEAGE	2,000	784	1,216	2,000
130-5-30-5170 FIELD TRAVEL MILEAGE	2,000	39	1,961	2,000

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT  
WATER ENTERPRISE FUND

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<b>WATER INTERPRISE FUND</b>	<b>Budget</b>	<b>To Date</b>	<b>Difference</b>	<b>Proposed</b>
<b>EXPENSES</b>	<b>7/1/2020</b>	<b>3/26/2021</b>		<b>7/1/2021</b>
130-5-40-5170 DIRECTORS TRAVEL MILEAGE	200	-	200	200
130-5-10-5175 ADMIN EDUCATION/SEMINARS	4,000	1,519	2,481	4,000
130-5-30-5175 FIELD EDUCATION/SEMINARS	4,000	531	3,469	4,000
130-5-40-5175 DIRECTORS EDUCATION/SEMINARS	1,500	-	1,500	1,500
130-5-40-5176 DIRECTOR TRAINING	5,000	-	5,000	5,000
130-5-10-5179 ADM MISC EXPENSE	350	104	246	350
130-5-00-5191 TELEPHONE	11,000	8,263	2,737	11,000
130-5-00-5192 ELECTRICITY	150,000	152,086	(2,086)	178,000
130-5-00-5193 OTHER UTILITIES	2,500	2,034	466	2,500
130-5-00-5194 IT SERVICES	36,500	33,921	2,579	40,000
130-5-00-5195 ENV/MONITORING	17,000	7,434	9,566	17,000
130-5-00-5196 RISK MANAGEMENT	-	-	-	-
130-5-00-5198 ANNUAL OPERATING FEES	32,000	28,758	3,242	33,000
130-5-00-5310 EQUIPMENT - FIELD	1,000	1,137	(137)	1,000
130-5-00-5311 EQUIPMENT - OFFICE	1,000	2,662	(1,662)	1,000
130-5-00-5312 TOOLS - FIELD	1,500	284	1,216	1,500
130-5-00-5315 SAFETY EQUIPMENT	1,500	6,974	(5,474)	3,000
130-5-00-5505 WATER CONSERVATION	9,000	2,800	6,200	5,000
130-5-00-5545 RECORDING FEES	250	506	(256)	250
130-5-00-5580 TRANSFER OUT	467,830	412,159	55,671	-
130-5-00-5600 CONTINGENCY	-	-	-	-
130-5-60-6010 LNU COMPLEX-A Debris (Firebreak/Chip	-	18,131	(18,131)	-
130-5-60-6011 LNU COMPLEX-B EPS (HVAC/Generator)	-	41,525	(41,525)	-
130-5-70-7101 VAC TRUCK	-	-	-	-
130-5-70-7202 GENERATORS	-	-	-	-
130-5-70-7204 TANK 9	-	8,293	(8,293)	-
130-5-70-7205 MMN WATER MAIN	-	35,694	(35,694)	-
218 CIEDB INTEREST LONG TERM DEBT	55,865	55,865	-	52,036
218 CIEDB LOAN ANNUAL FEE	4,816	4,816	-	4,486
218 CIEDB PRINCIPAL PMT	110,065	110,065	-	113,895
<b>TOTAL EXPENDITURES</b>	<b>2,354,302</b>	<b>1,834,436</b>	<b>519,866</b>	<b>1,954,222</b>

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT  
WATER ENTERPRISE FUND

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<b>WATER</b>				
	<b>Revenue</b>	<b>CSD Total</b>	<b>NBS Proposed</b>	<b>Difference</b>
	Water	2,462,899	2,462,899	-
	Non-Rate Revenue	120,976	72,827	48,149
	Interest	4,052	4,052	-
	<b>Total</b>	<b>2,587,927</b>	<b>2,539,778</b>	<b>48,149</b>

<b>WATER</b>				
	<b>Expense</b>	<b>CSD Total</b>	<b>NBS Proposed</b>	<b>Difference</b>
	<b>Salary</b>			
	539,665			
	<b>Benefits</b>			
	356,840	896,505	910,366	(13,861)
	<b>Water Rights</b>			
		-	51,420	(51,420)
	<b>Repair &amp; Replace</b>			
		164,000	128,625	35,375
	<b>Electricity</b>			
		178,000	153,000	25,000
	<b>All Other Expenses</b>			
		545,300	521,586	23,714
	<b>Sub Total</b>	<b>1,783,805</b>	<b>1,764,997</b>	<b>18,808</b>
	<b>Debt</b>			
		170,417	170,075	342
	<b>Rate/Reserve Funded Capital Expense</b>			
		867,500	867,500	-
	<b>TOTAL REVENUE</b>	<b>2,587,927</b>	<b>2,539,778</b>	
	<b>TOTAL EXPENSES</b>	<b>2,821,722</b>	<b>2,802,572</b>	
	<b>Difference (OP Reserves)</b>	<b>(233,795)</b>	<b>(262,794)</b>	