



# **AGENDA MATERIALS**

## **TRI-DAM PROJECT**



## **TRI-DAM POWER AUTHORITY**



## **BOARD MEETING**

**July 20, 2023**

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**REGULAR BOARD MEETING  
AGENDA  
TRI-DAM PROJECT**  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
**JULY 20, 2023**  
**9:00 A.M.**

**Tri-Dam Project  
31885 Old Strawberry Rd.  
Strawberry, CA 95375  
Maintenance Building**

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A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)) ON MONDAY, JULY 17, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)).

Members of the public may also submit public comments in advance by e-mailing [gmodrell@tridamproject.com](mailto:gmodrell@tridamproject.com) by 3:30 p.m., Wednesday, July 19, 2023.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Finance Assistant at (209) 965-3996 ext. 113, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn  
Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

**PUBLIC COMMENT**

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**CONSENT CALENDAR**

**ITEMS 1 - 3**

1. Approve the regular board meeting minutes of June 15, 2023.
  2. Approve the January financial statements.
  3. Approve the June statement of obligations.
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## **ACTION CALENDAR**

## **ITEMS 4 - 8**

4. Discussion and possible action to approve selected 2023/2024 insurance policies. - *This item will be hand carried.*
  5. Discussion and possible action to authorize the General Manager to execute a legal services agreement with CalNeva Water Service.
  6. Discussion and possible action regarding payment of the CalPERS Unfunded Accrued Liability Payment.
  7. Discussion and possible action to approve relay testing proposal – Granger Engineering Services.
  8. Discussion and possible action to replace Beardsley & Tulloch CAISO meters.
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## **COMMUNICATIONS**

## **ITEMS 9 - 12**

9. Staff reports as follows:
    - a. General Manager Report
    - b. Operations Report
    - c. Maintenance Report
    - d. Compliance Report
  10. Generation Report
  11. Fisheries studies on the Lower Stanislaus River
  12. Directors' Comments
- 

## **CLOSED SESSION**

## **ITEM 13**

13. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code § 54956.9(d)(1)
    1. *Lee Tyler et al. v. Oakdale Irrigation; et al.*  
Calaveras Superior Court Case No. 17CV42319
    2. *Tri-Dam v. Scott Frazier*  
Eastern District of California No: 1:20-CV-00408-SKO
    3. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*  
County of Sacramento Superior Court  
Case No. JCCP 5013
  - b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation  
Government Code § 54956.9(d)(2)  
One (1) case
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**ADJOURNMENT**

**ITEM 14**

14. Adjourn to the next regularly scheduled meeting



# BOARD AGENDA REPORT

Date: 7/20/2023  
Staff: Genna Modrell

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**SUBJECT:** Tri-Dam Project June 2023 Minutes

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**RECOMMENDED ACTION:** Review and possible approval of June 15, 2023 Minutes

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**BACKGROUND AND/OR HISTORY:**

Draft minutes attached.

**FISCAL IMPACT:** None

**ATTACHMENTS:** June 15, 2023 Minutes

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM PROJECT  
MINUTES OF THE JOINT BOARD  
OF DIRECTORS REGULAR MEETING**

June 15, 2023  
Manteca, California

The Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District met in joint session at the office of South San Joaquin Irrigation District in Manteca, California, on the above date for the purpose of conducting business of the Tri-Dam Project, pursuant to the resolution adopted by each of the respective Districts on July 29, 1955.

President Weststeyn called the meeting to order at 9:00 a.m.

**OID DIRECTORS**

**SSJID DIRECTORS**

***DIRECTORS PRESENT:***

ED TOBIAS  
LINDA SANTOS  
TOM ORVIS  
HERMAN DOORNENBAL

JOHN HOLBROOK  
MIKE WESTSTEYN  
DAVID KAMPER  
DAVID ROOS

**Also Present:**

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Genna Modrell, Finance Asst., Tri-Dam Project; Vera Whittenburg, Finance Manager, Tri-Dam Project; Sonya Williams, Finance & Admin. Manager, SSJID; Mia Brown, Counsel, SSJID

**PUBLIC COMMENT**

No public comment.

**CONSENT CALENDAR**

- ITEM #1** Approve the regular board meeting minutes of May 17, 2023.  
**ITEM #2** Approve the May statement of obligations.

Director Tobias moved to approve items one and two as presented. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

## **ACTION CALENDAR**

### **ITEM #3 Discussion and possible action to approve 2022 Audited Financial Statements – Presentation by C.J. Brown & Company.**

Chris Brown from C.J. Brown & Company discussed the audit process and presented Tri-Dam Project's 2022 audited financial statements, noting that his firm has issued an unqualified opinion. Mr. Brown advised that there were no difficulties or issues encountered during the audit.

Director Orvis moved to approve as presented. Director Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

*President Weststeyn recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 9:18 a.m.*

*The Tri-Dam Project meeting resumed at 9:30 a.m. after the Tri-Dam Power Authority meeting adjourned.*

### **ITEM #4 Discussion and possible action to approve selected 2023/2024 Insurance policies – Presentation by Alliant Insurance Services.**

Robert Crawford of Alliant Insurance Services presented the insurance renewal proposal, detailing the Project's (and Authority's) coverages and related premiums. Mr. Crawford presented the quotes he has received from various carriers. In general, it has been a difficult renewal process for Tri-Dam's property insurance and the market continues to worsen, leading to increased premiums.

Director Kamper moved to authorize the General Manager to negotiate premiums and authorize the Advisory Committee to bind coverage. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

### **ITEM #5 Discussion and possible action to approve the 2023 unrepresented employee cost of living adjustment.**

Summer Nicotero presented the unrepresented employee salary schedule reflecting the recommended CPI increase effective for the full pay period that includes July 1, 2023.

Director Orvis moved to approve the cost of living increase of 3.56% as presented. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

**ITEM #6 Discussion and possible action to authorize the General Manager to obtain a design consultant to scope the remodel of the Sonora office space.**

Summer Nicotero presented the idea of hiring a consultant now to do the design which will enable staff to move forward once the inspections are completed and escrow closes.

Director Tobias moved to approve as presented. Director Roos seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

**ITEM #7 Discussion and possible action to approve the FERC annual headwater benefit assessment.**

Summer Nicotero presented the headwater benefit invoice and responded to Director questions.

Director Santos moved to approve as presented. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: Doornenbal

ABSTAINING: None

ABSENT: DeBoer, Spyksma

**ITEM #8 Discussion and possible action to authorize the General Manager to sign the Power of Attorney and approve the disposal of surplus property and consider adoption of Resolution TDP 2023-05 Surplus Property.**

Vera Whittenburg presented an item to be declared surplus and responded to Director questions.

TRI-DAM PROJECT  
Oakdale Irrigation District  
South San Joaquin Irrigation District

RESOLUTION NO. TDP 2023-05

**RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY**

BE IT RESOLVED, that the Board of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District meeting as the Joint Board of Directors of the Tri-Dam Project adopt this Resolution.

WHEREAS, the Tri-Dam Project, hereinafter referred to as the "Project" may, under the provisions of Section 22500 of the Water Code, dispose of property of the PROJECT which it finds no longer necessary for PROJECT purposes; and

WHEREAS, the Joint Board of Directors find that the property listed is no longer necessary for PROJECT purposes, and that it is in the best interest of the PROJECT to dispose of the surplus property identified as:

#1 (2017122-07) 2018 Chevy Silverado 3500 VIN # 1GB5KYCY7JZ168929 -- 94,026 miles

WHEREAS, the vehicle is in “totaled” conditioned and insurance has an adjusted settlement value of \$58,010

NOW THEREFORE BE IT RESOLVED that the Joint Board of Directors

1. Authorizes Tri-Dam Project staff to dispose of said surplus and salvage property through the insurance settlement.

Director Holbrook moved to approve as presented. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

**ITEM #9 Consider adoption of Resolution TDP 2023-06 Surplus Property.**

Vera Whittenburg presented an item to be declared surplus and responded to Director questions.

TRI-DAM PROJECT  
Oakdale Irrigation District  
South San Joaquin Irrigation District

RESOLUTION NO. TDP 2023-06

**RESOLUTION AUTHORIZING DISPOSAL OF SURPLUS PROPERTY**

BE IT RESOLVED, that the Board of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District meeting as the Joint Board of Directors of the Tri-Dam Project adopt this Resolution.

WHEREAS, the Tri-Dam Project, hereinafter referred to as the “Project” may, under the provisions of Section 22500 of the Water Code, dispose of property of the PROJECT which it finds no longer necessary for PROJECT purposes; and

WHEREAS, the Joint Board of Directors find that the property listed is no longer necessary for PROJECT purposes, and that it is in the best interest of the PROJECT to dispose of the surplus property identified as:

#1 (2012055) ENCO Milling Machine

WHEREAS, the milling machine is in “poor” condition,

NOW THEREFORE BE IT RESOLVED that the Joint Board of Directors

1. Authorizes Tri-Dam Project staff to dispose of said surplus and salvage property

Director Santos moved to approve as presented. Director Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

**ITEM #10 Discussion and possible action to approve the purchase of log booms for Donnells and approve capital budget increase.**

Summer Nicotero explained our license requires that we return to the river, when possible, the debris that is caught in each reservoir. This year we separated the middle section of the log booms at Donnells Dam to ease the load of the predicted debris. However, as a result of the high flows and amount of material, the remaining log booms on the north side suffered a mechanical failure and were swept through the spillway. She presented the quote and a capital budget increase of \$25,000.

Director Kamper moved to approve as presented. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

**ITEM #11 Discussion and possible action to approve WECC/NERC Compliance Audit – Rocky Mountain Power Service, Inc.**

Summer Nicotero presented the compliance quote and responded to Director questions.

Director Orvis moved to approve as presented. Director Roos seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

**ITEM #12 Discussion and possible action to approve Tulloch generator and exciter testing – Rocky Mountain Power Service, Inc.**

Summer Nicotero presented the testing quote and responded to Director questions.

Director Santos moved to approve as presented. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

**ITEM #13 Discussion and possible action to approve a Capital Project to install a CyberLock Security System and approve the purchase of additional CyberLocks.**

Vera Whittenburg explained that this item was previously presented as a purchase when in fact it is a project. Staff is requesting an additional \$8,000 and a budget amendment to move \$42,000 in labor and overhead to capital.

Director Tobias moved to approve the additional \$8,000 and a budget amendment to move \$42,000 in labor and overhead to capital. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn  
NOES: Doornenbal  
ABSTAINING: None  
ABSENT: DeBoer, Spyksma

**ITEM #14 Discussion and possible action to approve the purchase of five (5) truck replacements.**

Summer Nicotero explained the difficulties in obtaining two Chevrolet trucks that were approved in 2022 and have now been pushed to 2024.

Director Holbrook moved to approve \$495,000 and authorized the General Manager to purchase trucks currently on the lot. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn  
NOES: None  
ABSTAINING: None  
ABSENT: DeBoer, Spyksma

**ITEM #15 Consider adoption of Resolution TDP 2023-07 authorizing the General Manager to execute all necessary documents related to the acquisition of the property at 14800 & 14830 Mono Way, Sonora, CA (APN # 043-110-026 & 043-110-032). *This item will be taken after closed session.***

TRI-DAM PROJECT  
Oakdale Irrigation District  
South San Joaquin Irrigation District

RESOLUTION NO. TDP 2023-07

**RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY**

WHEREAS, the Tri-Dam Project is a joint venture of the Oakdale Irrigation District and the South San Joaquin Irrigation District (collectively, "Districts"); and

WHEREAS, the Tri-Dam Board of Directors is comprised of the Board of Directors of both Districts; and

WHEREAS, the Districts may, under the authority provided under Section 22425 of the California Water Code, acquire real property to carry out district purposes; and

WHEREAS, the Districts desire to purchase certain parcels real property situate in the City of Sonora, County of Tuolumne, located at 14800 and 14830 Mono Way, and identified by Assessor's Parcel Numbers 043-110-026 and 043-110-032 (Subject Property"), for the purposes of locating the principal place of business for the Tri-Dam Project and Tri-Dam Authority; and

WHEREAS, the record owner of the Subject Property, the Billie Jean Tichenor Trust, has agreed to sell the Subject Property to the Districts under the terms and conditions;

NOW THEREFORE, the Board of Directors of the Tri-Dam Project hereby finds, determines, declares, orders, and resolves:

1. The purchase of the Subject Property, with title to be taken jointly by both Districts, is authorized under the following terms and conditions:
  - a. The purchase price to be paid shall be One Million, Six Hundred Ninety-Five Thousand Dollars and 00/100 (\$1,695,000.00);

- b. The Districts, as the buyers, shall be responsible for all costs related to the transfer of the title of the Subject Property, included but not limited to closing costs, title fees, brokerage fees, survey costs, transfer fees, recording fees and administration fees, as set forth in that Purchase and Sale Agreement between the parties; and
- c. The sale is not contingent upon an appraisal, and
- d. The sale shall comply with any applicable provisions of the Government Code.

2. Tri-Dam Project General Manager, Summer Nicotero, is authorized to execute all documents on behalf of Tri-Dam and the Districts, including the Purchase and Sale Agreement, deeds or other instruments of conveyance, and all other forms or documents necessary or convenient to effectuate the purchase of the Subject Property and the transfer title thereto.

3. Tri-Dam Project General Manager, Summer Nicotero, is authorized and directed to take all actions and do all things necessary and proper to effectuate the purchase of the Subject Property and the transfer of title thereto, including, but not limited to, recording instruments of conveyance and other related documents with the County Recorder's Office.

Director Kamper moved to authorize the General Manager to execute all necessary documents related to the property acquisition as presented. Director Orvis seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

## **COMMUNICATIONS**

### **ITEM #16 Staff Reports:**

- A. General Manager, Summer Nicotero
  - Summer Nicotero provided a brief summary of her report.
- B. Operations and Maintenance Manager, Summer Nicotero
  - Summer Nicotero did not have anything to add to her report.
- C. License Compliance Coordinator, Susan Larson
  - Susan Larson did not have anything to add to her report.

### **ITEM #17 Generation Report**

No report.

### **ITEM #15 Fisheries Studies on the Lower Stanislaus River**

No report.

### **ITEM #18 Directors Comments**

The Directors thanked Sharon Cisneros, Summer Nicotero, Vera Whittenburg and staff on successfully completing the 2022 audit.

President Weststeyn announced before closed session that the following items would be discussed. The Board took a brief recess at 11:38 a.m. and convened to Closed Session at 12:30 p.m.



## ITEM #17 Closed Session

17. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code § 54956.9(d)(1)
  1. *Lee Tyler et al. v. Oakdale Irrigation; et al.*  
Calaveras Superior Court Case No. 17CV42319
  2. *San Joaquin Tributaries Authority, et al v. California State Water Resources Control Board*  
County of Sacramento Superior Court  
Case No. JCCP 5013
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation  
Government Code § 54956.9(d)(2)  
One (1) case
- c. PUBLIC EMPLOYMENT  
Government Code sec. 54957(b)
  1. Unrepresented Employees
- d. REAL PROPERTY NEGOTIATIONS  
Government Code § 54956.8  
Property: 043-110-026 and 043-110-032  
Agency Negotiator: General Manager  
Negotiating Parties: Billie Jean Tichenor Trust  
Under Negotiation: Price and Terms

At the hour of 1:06 p.m., the Board reconvened to open session.

Disclosure of reportable actions taken in Closed Session, pursuant to Government Code Section 54957.1: There were no reportable actions taken in closed session.

### **ADJOURNMENT**

President Weststeyn adjourned the meeting at 1:09 p.m.

The next regular board meeting is scheduled for July 20, 2023, at the offices of Tri-Dam Project beginning at 9:00 a.m.

ATTEST:

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Summer Nicotero, Secretary  
Tri-Dam Project

# BOARD AGENDA REPORT

Date: 7/20/2023  
Staff: Vera Whittenburg

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**SUBJECT: Tri-Dam Project Financial Statements for the Month ending January 31, 2023**

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**RECOMMENDED ACTION:** Approve the Financial Statements for the Month ending January 31, 2023.

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**BACKGROUND AND/OR HISTORY:**

As of the financial statement date of January 31, 2023, the Tri-Dam Project (TDP) cash and investments increased by \$5.7M combined over the prior year due primarily the delay in the distribution of 2022 distributions to the Districts and the increase in Power sales over the prior year. Reserve Funds in investments total \$13.9M for a combined total of \$15M in the two entities.

TDP has realized 19.6% of its Year-to-date budgeted operating revenues for 2023, and utilized 9.1% of its budgeted operating expenses. Investment earnings are currently 50% of the annual budget.

Further details are available in the attachments.

**FISCAL IMPACT:** none

**ATTACHMENTS:** Financial Statements 1/31/2023 (unaudited)

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



# Tri-Dam Project

## Statement of Net Position

January 31, 2023  
(unaudited)

|  | January 31, 2023     | January 31, 2022     |
|--|----------------------|----------------------|
| <b>Assets</b>                                      |                      |                      |
| 1 Cash   | \$ 4,507,999         | \$ 4,280,903         |
| 2 Investment Securities & Money Market             | 13,970,016           | 8,481,393            |
| 3 Accounts Receivable                              | 6,455,620            | 3,141,074            |
| 4 Due from Tri-Dam Power Authority                 | 130,493              | 219,674              |
| 5 Prepaid Expenses                                 | -                    | 354,896              |
| 6 Capital Assets                                   | 115,003,741          | 112,140,512          |
| 7 Accumulated Depreciation                         | (56,511,549)         | (54,338,630)         |
| 8 Intangible Assets                                | 8,213,938            | 8,213,938            |
| 9 Accumulated Amortization - Intangibles           | (2,877,250)          | (2,624,257)          |
| 10 Deferred Outflows - Pension Related             | 2,064,993.00         | 610,452              |
| 11 <b>Total Assets &amp; Deferred Outflows</b>     | <b>90,958,001</b>    | <b>80,479,955</b>    |
| <b>Liabilities</b>                                 |                      |                      |
| 12 Accounts Payable                                | 1,050,925            | 23,890               |
| 13 Unearned Revenue                                | 190,184              | 187,334              |
| 14 Deposits  | 71,000               | 68,000               |
| 15 Other Current Liabilities                       | 110,157              | 102,653              |
| 16 Long-Term Liabilities                           | 560,839              | 1,404,201            |
| 17 Net Pension Liability                           | 3,635,864            | 459,338              |
| 18 Deferred Inflows - Pension Related & Leases     | 838,658              | 547,447              |
| 19 <b>Total Liabilities &amp; Deferred Inflows</b> | <b>6,457,628</b>     | <b>2,792,863</b>     |
| <b>Net Position</b>                                |                      |                      |
| 20 Net Position - Beginning of Year                | 89,023,629           | 84,331,592           |
| 22 Distributions                                   | (8,760,000)          | (8,000,000)          |
| 23 YTD Net Revenues                                | 4,236,744            | 1,355,499            |
| 24 <b>Total Net Position</b>                       | <b>84,500,373</b>    | <b>77,687,091</b>    |
| 25 <b>Total Liabilities and Net Position</b>       | <b>\$ 90,958,001</b> | <b>\$ 80,479,955</b> |



**Tri-Dam Project**  
**Statement of Revenues and Expenses**  
**Month to Date for January 31, 2023**

|  | <b>MTD<br/>Budget</b> | <b>MTD<br/>Actual</b> | <b>MTD Budget<br/>Variance</b> | <b>Budget<br/>Variance %</b> | <b>Prior Year<br/>Actual</b> | <b>Prior Year<br/>Variance</b> | <b>Prior Year<br/>Variance %</b> | <b>2023<br/>Budget</b> |
|--|-----------------------|-----------------------|--------------------------------|------------------------------|------------------------------|--------------------------------|----------------------------------|------------------------|
| <b>1 Operating Revenues</b>                      |                       |                       |                                |                              |                              |                                |                                  |                        |
| 2 Power Sales                                    | \$ 2,166,667          | \$ 5,123,632          | \$ 2,956,965                   | 136.5%                       | \$ 2,361,475                 | \$ 2,762,157                   | 117.0%                           | \$ 26,000,000          |
| 4 Headwater Benefit                              | 30,000.00             | 30,000                | -                              | 0.0%                         | -                            | 30,000                         | 0.0%                             | 360,000                |
| <b>5 Total Operating Revenues</b>                | <b>2,196,667</b>      | <b>5,153,632</b>      | <b>2,956,965</b>               | <b>134.6%</b>                | <b>2,361,475</b>             | <b>2,792,157</b>               | <b>118%</b>                      | <b>26,360,000</b>      |
| <b>7 Operating Expenses</b>                      |                       |                       |                                |                              |                              |                                |                                  |                        |
| 8 Salaries and Wages                             | 224,008               | 75,489                | (148,519)                      | -66.3%                       | 87,177                       | (11,688)                       | -13.4%                           | 2,688,100              |
| 9 Benefits and Overhead                          | 148,658               | 101,078               | (47,581)                       | -32.0%                       | 879,741                      | (778,663)                      | -88.5%                           | 1,783,900              |
| 10 Operations                                    | 82,458                | 206,392               | 123,933                        | 150.3%                       | 244                          | 206,147                        | 84341.4%                         | 989,500                |
| 11 Maintenance                                   | 139,157               | 65,774                | (73,382)                       | -52.7%                       | 17,923                       | 47,851                         | 267.0%                           | 1,669,880              |
| 12 General & Administrative                      | 269,892               | 508,329               | 238,438                        | 88.3%                        | 35,624                       | 472,706                        | 1326.9%                          | 3,238,700              |
| 13 Depreciation & Amortization                   | 187,500               | 187,468               | (32)                           | 0.0%                         | (380)                        | 187,848                        | -49466.2%                        | 2,250,000              |
| <b>14 Total Operating Expenses</b>               | <b>1,051,673</b>      | <b>1,144,531</b>      | <b>92,857</b>                  | <b>8.8%</b>                  | <b>1,020,330</b>             | <b>124,201</b>                 | <b>12%</b>                       | <b>12,620,080</b>      |
| <b>16 Net Income From Operations</b>             | <b>1,144,993</b>      | <b>4,009,101</b>      | <b>2,864,108</b>               | <b>250.1%</b>                | <b>1,341,145</b>             | <b>2,667,956</b>               | <b>198.9%</b>                    | <b>13,739,920</b>      |
| <b>18 Nonoperating Revenues (Expenses)</b>       |                       |                       |                                |                              |                              |                                |                                  |                        |
| 19 Investment Earnings (Expenses)                | 11,083                | 66,564                | 55,481                         | 500.6%                       | 73                           | 66,491                         | 90735.4%                         | 133,000                |
| 20 Lawsuit Settlement Proceeds                   | -                     | -                     | -                              | 0.0%                         | -                            | -                              | -                                | -                      |
| 21 Change in Market Value of Investments         | -                     | 123,588               | 123,588                        | 0.0%                         | -                            | 123,588                        | 0.0%                             | -                      |
| 22 Water Sales                                   | 16,667                | 16,667                | 0                              | 0.0%                         | -                            | 16,667                         | 0.0%                             | 200,000                |
| 23 Rental Income                                 | 8,167                 | 3,955                 | (4,211)                        | -51.6%                       | 4,056                        | (100)                          | -2.5%                            | 98,000                 |
| 24 Gain/(Loss) on Asset Disposal                 | -                     | 5,509                 | 5,509                          | 0.0%                         | -                            | 5,509                          | 0.0%                             | -                      |
| 25 Reimbursements/Govt Entities                  | 20,000                | 9,437                 | (10,563)                       | -52.8%                       | -                            | 9,437                          | 0.0%                             | 240,000                |
| 26 Other Nonoperating Revenue                    | 2,000                 | 1,922                 | (78)                           | -3.9%                        | 10,225                       | (8,303)                        | -81.2%                           | 24,000                 |
| <b>27 Total Nonoperating Revenues (Expenses)</b> | <b>57,917</b>         | <b>227,642</b>        | <b>169,726</b>                 | <b>293.1%</b>                | <b>14,354</b>                | <b>213,288</b>                 | <b>1486%</b>                     | <b>695,000</b>         |
| <b>29 Net Revenues</b>                           | <b>\$ 1,202,910</b>   | <b>\$ 4,236,744</b>   | <b>\$ 3,033,834</b>            | <b>252%</b>                  | <b>\$ 1,355,499</b>          | <b>\$ 2,881,244</b>            | <b>212.6%</b>                    | <b>\$ 14,434,920</b>   |
| <b>33 Memo:</b>                                  |                       |                       |                                |                              |                              |                                |                                  | <b>2023<br/>Budget</b> |
| 34 Capital Expenditures                          | 198,942               | 174,116               | (24,825)                       |                              |                              |                                |                                  | \$ 2,387,300           |
| 35 Tulloch Day Use Site                          | 8,333                 | 5,464                 | (2,869)                        |                              |                              |                                |                                  | \$ 100,000             |

# BOARD AGENDA REPORT

Date: 7/20/2023  
Staff: Genna Modrell

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**SUBJECT:** Tri-Dam Project June Statement of Obligations

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**RECOMMENDED ACTION:** Recommend Approval of June Statement of Obligations

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**BACKGROUND AND/OR HISTORY:**

Submitted for approval is the June Statement of Obligations for Tri-Dam Project.

**FISCAL IMPACT:** See Attachments

**ATTACHMENTS:** Tri-Dam Project Statement of Obligations

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

# Tri-Dam Project

## Statement of Obligations

Period Covered

**June 1, 2023 to June 30, 2023**

**TRI-DAM PROJECT  
STATEMENT OF OBLIGATIONS**

**Period Covered  
June 1, 2023 to June 30, 2023**

|   |                               |
|---|-------------------------------|
| <b>One-Half Oakdale Irrigation District</b>           | <b>\$ 1,525,415.01</b>        |
| <b>One-Half South San Joaquin Irrigation District</b> | <b>\$ 1,525,415.02</b>        |
| <b>Total Obligations</b>                              | <b><u>\$ 3,050,830.03</u></b> |

**CERTIFICATION**

**OAKDALE IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis

\_\_\_\_\_  
Ed Tobias

\_\_\_\_\_  
Linda Santos

\_\_\_\_\_  
Herman Doornenbal

\_\_\_\_\_  
Brad DeBoer

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

\_\_\_\_\_  
John Holbrook

\_\_\_\_\_  
Dave Kamper

\_\_\_\_\_  
David Roos

\_\_\_\_\_  
Glenn Spyksma

\_\_\_\_\_  
Mike Weststeyn

Each of the undersigned certifies that he is President or Secretary of his respective District;  
That the amounts designated above have been properly incurred as an obligation of the Tri-Dam Project; that  
checks for payment of said amounts have been drawn on a Tri-Dam Project account at Oak Valley Community  
Bank, Sonora, California.

**OAKDALE IRRIGATION DISTRICT  
PRESIDENT,**

\_\_\_\_\_  
Thomas D. Orvis

**SECRETARY,**

\_\_\_\_\_  
Scot A. Moody

Date

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
PRESIDENT,**

\_\_\_\_\_  
Mike Weststeyn

**SECRETARY,**

\_\_\_\_\_  
Peter M. Rietkerk

Date

# Tri Dam Project Statement of Obligations

**Period Covered**  
**From To**  
June 1, 2023 to June 30, 2023

|   | <u>No. Chks.</u>     | <u>Amount</u>                     |
|---|----------------------|-----------------------------------|
| <b><u>Vendor Check Register Report</u></b><br>(Please see attached Check Listing) | 96                   | \$2,835,467.12                    |
| <br><b><u>Payrolls - Net Charges</u></b>  |                      |                                   |
| <u>Pay Date</u>   | <u>Type</u>          | <u>Payroll Amount</u>             |
| 8-Jun-23  | Payroll              | \$ 113,212.83                     |
| 22-Jun-23   | Payroll              | \$ 102,150.08                     |
| <br>Total Net Payroll   | <br>                 | <br>                              |
|   | <u>\$ 215,362.91</u> | <br>                              |
| <br><b>Total Disbursements for the Period</b>                                     |                      | <br><u><u>\$3,050,830.03</u></u>  |
| <br><b>Distribution Between Districts ~</b>                                       |                      |                                   |
| Oakdale Irrigation District   |                      | \$ 1,525,415.01                   |
| South San Joaquin Irrigation District   |                      | \$ 1,525,415.02                   |
| <br><b>Total Districts</b>  |                      | <br><u><u>\$ 3,050,830.03</u></u> |



# Project

## June Checks



| Check Number | Vendor No | Vendor Name                               | Check Date | Description  | Amount       |
|--------------|-----------|---|------------|--|--------------|
| Wire         |           | Fidelity Title Company                    | 06/29/2023 | Purchase Sonora properties   | 1,683,983.74 |
| 130015       | 11457     | AT&T - CalNet                             | 06/01/2023 |  | 522.23       |
| 130016       | 10133     | CA Dept. Water Resources                  | 06/01/2023 | Annual Dam Fees  | 313,903.00   |
| 130017       | 11456     | Co Occupational Medical Partners          | 06/01/2023 |  | 115.00       |
| 130018       | 10227     | Del Oro Water Co. Inc.                    | 06/01/2023 |  | 627.97       |
| 130019       | 10993     | Dillon and Murphy Consulting Civil Engine | 06/01/2023 | Day Use Site - Final   | 4,419.00     |
| 130020       | 10333     | Grainger Inc. W. W.                       | 06/01/2023 | Quick connect harness, batteries, filters                                      | 1,146.91     |
| 130021       | 10938     | Great America Financial Svcs.             | 06/01/2023 |  | 290.46       |
| 130022       | 10402     | Kamps - High Country Propane              | 06/01/2023 | Utilities  | 1,683.28     |
| 130023       | 10439     | McMaster-Carr Supply Co.                  | 06/01/2023 |  | 238.93       |
| 130024       | 10466     | Mountain Oasis Water Systems & Btl Co L   | 06/01/2023 |  | 279.75       |
| 130025       | 11396     | Hydra Pro                                 | 06/01/2023 |  | 800.00       |
| 130026       | 10514     | Pacific Gas & Electric Co.                | 06/01/2023 | Utilities  | 5,661.96     |
| 130027       | 10883     | Paddock Appraisal Service, Inc.           | 06/01/2023 | Sonora property appraisal  | 4,000.00     |
| 130028       | 11160     | Pape Machinery                            | 06/01/2023 |  | 194.25       |
| 130029       | 10933     | Smile Business Products                   | 06/01/2023 |  | 187.64       |
| 130030       | 10696     | T & C Signs                               | 06/01/2023 |  | 137.40       |
| 130031       | 10749     | UPS                                       | 06/01/2023 |  | 27.78        |
| 130032       | 10778     | Watermark Engineering Inc.                | 06/01/2023 | Streamgaging   | 6,250.00     |
| 130033       | 10013     | Acme Rigging and Supply Co. Inc.          | 06/08/2023 |  | 639.19       |
| 130034       | 11086     | Benefit Resource, LLC                     | 06/08/2023 |  | 150.00       |
| 130035       | 11459     | C & R Royal SVC, Inc.                     | 06/08/2023 |  | 288.81       |
| 130036       | 11010     | Calaveras County Water District           | 06/08/2023 |  | 356.27       |
| 130037       | 10154     | Calaveras Telephone Co.                   | 06/08/2023 |  | 229.44       |
| 130038       | 10935     | Data Path, Inc.                           | 06/08/2023 | Network Support  | 3,187.75     |
| 130039       | 10289     | Federal Energy Reg. Commission            | 06/08/2023 | Annual Headwater Benefit   | 91,599.00    |
| 130040       | 11379     | Foust Heat Air Refrigeration              | 06/08/2023 |  | 175.00       |
| 130041       | 10319     | General Plumbing Supply Co Inc.           | 06/08/2023 | Water truck, south main stem, water heater repairs                             | 2,127.28     |
| 130042       | 10320     | General Supply Co.                        | 06/08/2023 |  | 984.86       |
| 130043       | 11049     | Hunt & Sons, Inc.                         | 06/08/2023 | Fuel   | 9,695.77     |
| 130044       | 11430     | Landrum, Inc.                             | 06/08/2023 |  | 592.67       |
| 130045       | 10879     | Lowe's                                    | 06/08/2023 | Donnells bridge hand rail, Mt. Eliz. AC, Tulloch spillway & irrigation repairs | 1,038.20     |
| 130046       | 10439     | McMaster-Carr Supply Co.                  | 06/08/2023 |  | 424.33       |
| 130047       | 10466     | Mountain Oasis Water Systems & Btl Co L   | 06/08/2023 |  | 161.00       |
| 130048       | 10500     | OID ~ Routine                             | 06/08/2023 | Admin / Finance Services   | 6,503.01     |
| 130049       | 11343     | Tim O'Laughlin, PLC                       | 06/08/2023 | Legal Fees   | 47,140.00    |
| 130050       | 11160     | Pape Machinery                            | 06/08/2023 | Air/oil filtes, hydraulic oil - Grader   | 2,330.65     |
| 130051       | 11367     | Safeguard Business Systems, Inc.          | 06/08/2023 |  | 239.71       |
| 130052       | 10618     | Sierra Motors                             | 06/08/2023 |  | 21.19        |
| 130053       | 11005     | Sonora Lumber Company                     | 06/08/2023 |  | 83.93        |
| 130054       | 10665     | Staples Credit Card                       | 06/08/2023 |  | 812.42       |
| 130055       | 11063     | UTLTRN Design                             | 06/08/2023 |  | 75.43        |
| 130056       | 11258     | Verizon                                   | 06/08/2023 |  | 409.10       |
| 130057       | 10776     | Waste Mgmt of Cal Sierra Inc.             | 06/08/2023 |  | 410.59       |
| 130058       | 10183     | Cal PERS S457 Plan                        | 06/08/2023 | EE Retirement Plan   | 1,743.41     |
| 130059       | 10815     | Cal PERS System                           | 06/08/2023 | EE/ER Retirement Plan  | 18,060.11    |
| 130060       | 10811     | IBEW                                      | 06/08/2023 | EE Union Dues  | 1,254.99     |
| 130061       | 10812     | Nationwide Retirement Solution            | 06/08/2023 | EE Retirement Plan   | 3,252.72     |
| 130062       | 10813     | ACWA Joint Powers Insurance Authority     | 06/22/2023 | Health Benefits  | 50,860.77    |
| 130063       | 10183     | Cal PERS S457 Plan                        | 06/22/2023 | EE Retirement Plan   | 1,743.41     |
| 130064       | 10815     | Cal PERS System                           | 06/22/2023 | EE/ER Retirement Plan  | 18,169.20    |
| 130065       | 10811     | IBEW                                      | 06/22/2023 | EE Union Dues  | 1,254.99     |
| 130066       | 10812     | Nationwide Retirement Solution            | 06/22/2023 | EE Retirement Plan   | 3,253.36     |
| 130067       | 10663     | Standard Insurance Co.                    | 06/22/2023 | STD/LTD Insurance  | 1,249.13     |
| 130068       | 11466     | Jim Burke Ford                            | 06/22/2023 | 2023 Ford F350 Truck and Cab & Chassis   | 152,654.29   |

|          |       |   |            |   |           |
|----------|-------|---|------------|---|-----------|
| 130069   | 11467 | Rush Truck Center                       | 06/22/2023 | 2022 Ford F350  | 72,288.37 |
| 130070   | 11457 | AT&T - CalNet                           | 06/26/2023 |   | 187.83    |
| 130071   | 10068 | AT&T Corp - Data Link                   | 06/26/2023 |   | 14.90     |
| 130072   | 11333 | C.J. Brown & Company, CPAs              | 06/26/2023 | Auditing Services   | 6,110.00  |
| 130073   | 10986 | Cal-Waste Recovery Systems, LLC         | 06/26/2023 |   | 27.14     |
| 130074   | 10250 | Downey Brand Attorneys LLP.             | 06/26/2023 | Tulloch Litigation  | 1,187.50  |
| 130075   | 11048 | Fastenal (Vending)                      | 06/26/2023 |   | 752.45    |
| 130076   | 10294 | FISHBIO Environmental LLC               | 06/26/2023 | Fish Studies  | 66,464.51 |
| 130077   | 10333 | Grainger Inc. W. W.                     | 06/26/2023 | Two way radio, supplies, small tools, sign kit, coolers                     | 2,367.16  |
| 130078   | 11315 | Guaranty Holdings of California         | 06/26/2023 | Tulloch Performance Deposit Refund  | 3,000.00  |
| 130079   | 10846 | H & S Parts & Service                   | 06/26/2023 |   | 66.28     |
| 130080   | 11049 | Hunt & Sons, Inc.                       | 06/26/2023 |   | 466.85    |
| 130081   | 10364 | Hurst Ranch Feed                        | 06/26/2023 |   | 170.74    |
| 130082   | 11458 | JM Equipment Company, Inc.              | 06/26/2023 | Big Joe LXE40 Forklift  | 36,257.50 |
| 130083   | 11465 | Kimberly Koza                           | 06/26/2023 | Tulloch Performance Deposit Refund  | 3,000.00  |
| 130084   | 11430 | Landrum, Inc.                           | 06/26/2023 |   | 915.80    |
| 130085   | 10004 | LK Lehman Trucking Inc.                 | 06/26/2023 | 12 yds concrete - Black Creek pole replacement                              | 2,178.33  |
| 130086   | 10428 | M C I                                   | 06/26/2023 |   | 27.70     |
| 130087   | 10439 | McMaster-Carr Supply Co.                | 06/26/2023 |   | 712.35    |
| 130088   | 10466 | Mountain Oasis Water Systems & Btl Co L | 06/26/2023 |   | 314.25    |
| 130089   | 11464 | Susan Muston                            | 06/26/2023 | Tulloch Performance Deposit Refund  | 3,000.00  |
| 130090   | 11353 | Nates Saw and Mower, LLC                | 06/26/2023 |   | 91.99     |
| 130091   | 11004 | Pacific Gas & Electric                  | 06/26/2023 |   | 103.06    |
| 130092   | 11438 | Pacific Gas & Electric                  | 06/26/2023 |   | 48.58     |
| 130093   | 11463 | Greg Patterson                          | 06/26/2023 | Tulloch Performance Deposit Refund  | 3,000.00  |
| 130094   | 11152 | Qualitrol Company LLC                   | 06/26/2023 | AC/DC Seal in relay   | 1,862.72  |
| 130095   | 11461 | SGS North America OCM                   | 06/26/2023 |   | 210.00    |
| 130096   | 10632 | Slakey Brothers Inc.                    | 06/26/2023 |   | 98.24     |
| 130097   | 10641 | Sonora Airco Gas & Gear                 | 06/26/2023 |   | 658.02    |
| 130098   | 10904 | Sonora Ford                             | 06/26/2023 |   | 989.82    |
| 130099   | 11005 | Sonora Lumber Company                   | 06/26/2023 | GM House Repairs & Black Creek Gate/Pole Replacment                         | 2,854.01  |
| 130100   | 11462 | Kyle Stewart                            | 06/26/2023 | EE boot reimbursement   | 400.00    |
| 130101   | 10696 | T & C Signs                             | 06/26/2023 |   | 141.82    |
| 130102   | 10749 | UPS                                     | 06/26/2023 |   | 41.40     |
| 130103   | 11468 | Big Valley Ford                         | 06/27/2023 | 2023 Ford F350  | 72,086.94 |
| 130104   | 11469 | Elk Grove Ford                          | 06/27/2023 | 2023 Ford F350 Crew Cab   | 86,897.56 |
| 20230003 | 11435 | VISA                                    | 06/08/2023 | Day use signage, meals, switching/grounding training (2), trash receptacles | 18,832.02 |

Report Total: \$ 2,835,467.12

# BOARD AGENDA REPORT

Date: 7/20/2022  
Staff: Summer Nicotero

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**SUBJECT:** Insurance Renewal 2023/2024 – Approval of Insurance

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**RECOMMENDED ACTION:** Discussion and possible action to approve 2023/2024 insurance policies

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**BACKGROUND AND/OR HISTORY:**

The Tri Dam Commercial policies expire on August 1. At Board Packet printing we did not have the quotes. Staff expects to receive the quotes for approval to be hand carried and distributed at the meeting.

**FISCAL IMPACT:**

**ATTACHMENTS:**

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

# BOARD AGENDA REPORT

Date: July 20, 2023  
Staff: Summer Nicotero

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**SUBJECT:** CalNeva Water Legal Service Agreement

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**RECOMMENDED ACTION:** Authorize General Manager to Execute a Legal Services Agreement with CalNeva Water Service

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**BACKGROUND AND/OR HISTORY:**

Tri Dam has relied on the legal services of Tim O’Laughlin for many years. In anticipation of his retirement, Stephanie Morris of CalNeva Water has been identified as a replacement. Morris will be working with O’Laughlin to ease into a smooth transition.

Staff recommends the Board authorize the General Manager to execute the Legal Services Contract for water and PG&E related legal services in order to provide continuity to the Board and staff.

**FISCAL IMPACT:** None - included in annual expense budget

**ATTACHMENTS:** Legal Services Agreement

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

## **LEGAL SERVICES AGREEMENT**

CalNeva Water, A Professional Law Corporation ("LAW CORP") and the Tri-Dam Project ("CLIENT") hereby enter into this legal services agreement ("AGREEMENT") regarding the retention of LAW CORP by CLIENT to provide legal advice and services.

### **SECTION ONE**

#### **Scope of Representation**

CLIENT retains LAW CORP to act as its counsel. CLIENT intends and expects that LAW CORP shall provide all legal advice and services that it requires, in accordance with, and except as expressly provided by, the terms and conditions of this AGREEMENT. In accordance with California Rules of Professional Conduct Rule 3-600, the Tri-Dam Project, acting by and through its governing body, is the CLIENT for purposes of this AGREEMENT.

A. Non-Litigation Matters.

- (1) LAW CORP shall provide written and oral advice to CLIENT on matters pertaining to all aspects of the client's water rights to the Stanislaus River. This includes all aspects of client's water rights including but not limited to ESA, CWA, WQCP, 401, 404, State Water Board proceedings, contracts and water transfers. This may include work before the SWB, CVRWQCB, and all Federal and State courts.

B. Litigation Matters.

- (1) As directed by client, and agreed to by LAW CORP, the LAW CORP shall file suit in any Federal or State court or defend lawsuits to protect Client's interest.

### **SECTION TWO**

#### **Attorney's Fees**

Compensation for LAW CORP's advice and legal services shall be based upon an hourly fee arrangement.

A. Hourly Fee.

- (1) LAW CORP will be paid for its advice and legal services based on the number of hours expended on behalf of CLIENT multiplied by LAW CORP's hourly rate of \$450.00 per hour for services provided by Stefanie Morris.

(2) LAW CORP shall charge no more than the hourly rate quoted above unless otherwise agreed in a written agreement signed by the LAW CORP and the CLIENT.

(3) Time charges will be computed and billed to the tenth of an hour.

B. Reimbursable Expenses.

(1) CLIENT agrees to pay the actual and reasonable costs and expenses incurred by LAW CORP in the performance of its advice and legal services, including multi-party long-distance conference calls, photocopying, overnight or expedited delivery fees, court fees, process servers' fees and court reporter's fees.

C. Non-reimbursable Expenses.

(1) LAW CORP shall not charge CLIENT for meals, overtime, word processing or computer charges, library materials, stationery, office supplies or utilities.

(2) LAW CORP shall pass through to CLIENT the actual costs of any reimbursable expense incurred by LAW CORP through an outside vendor, and will not add any mark-up or surcharge for such services.

(3) LAW CORP shall not charge CLIENT for any item which is properly considered LAW CORP's overhead.

D. Experts and Consultants.

(1) To aid the LAW CORP in the provision of advice and legal services to CLIENT, LAW CORP may need to retain experts, consultants or investigators. LAW CORP will not hire such persons unless CLIENT agrees to pay their fees and charges.

(2) LAW CORP will be responsible for selecting and managing the services of any expert, consultant or investigator.

## **SECTION THREE**

### **Billing Agreement**

A. Unless otherwise agreed to in writing, LAW CORP shall issue monthly bills within fifteen (15) days after the close of each month.

(1) The monthly bill shall clearly identify each person performing services in conjunction with each entry.

- (2) The monthly bill shall record the time expended by each person in conjunction with each entry.
  - (3) The monthly bill will describe, within each itemized daily task entry, in sufficient detail, the project or task each service relates to, the subject and purpose of each service, and the names of others who were present or communicated with in the course of performing the service.
- B. CLIENT will not be billed for LAW CORP's time in the preparation or discussion of this AGREEMENT or in discussions concerning questions regarding the monthly bill.
  - C. CLIENT shall not be required to provide LAW CORP with a retainer or other advance fee.
  - D. LAW CORP's monthly bills are due and payable upon receipt, subject to their consideration and approval by the CLIENT. LAW CORP's monthly bills will be placed on the agenda for consideration and approval at the next scheduled public meeting of the CLIENT's governing body.
  - E. Unless advance CLIENT approval is obtained, LAW CORP will not have more than one person bill for court appearances, attendance at depositions, meetings and internal conferences.
  - F. LAW CORP shall receive no other compensation in any manner of form than that provided for expressly by this AGREEMENT.

#### **SECTION FOUR**

##### **Cooperation and Withdrawal**

- A. CLIENT agrees to disclose truthfully all relevant information to LAW CORP upon request.
- B. CLIENT will make its management and staff, and any documents, or things under its control, available to LAW CORP at reasonable times and places for such conferences, inspections, discussions or legal proceedings as may be necessary from time to time.
- C. CLIENT will promptly notify LAW CORP of any change in CLIENT's address or telephone number.
- D. CLIENT may terminate the services of LAW CORP at any time, with or without cause.
- E. Failure of CLIENT to seek counsel of LAW CORP before taking any action which may affect the course of any matter for which LAW CORP is providing CLIENT with advice and legal services represents sufficient grounds for LAW CORP withdrawal from employment.

- F. LAW CORP shall not withdraw from employment unless it has provided CLIENT with a written notice, identifying the reasons for withdrawal, at least sixty (60) days prior to withdrawal.
- G. All documents presented by CLIENT to LAW CORP remain the exclusive property of CLIENT and must be returned upon demand. LAW CORP expressly relinquishes all general, possessory or retaining liens known to the common or statutory law.

**SECTION FIVE**

**Disputes**

- A. LAW CORP and CLIENT recognize the benefits of maintaining a harmonious working relationship. Both agree to discuss openly any cause of dissatisfaction and to seek reconciliation. CLIENT will not be billed for these types of discussions.
- B. Should either party believe itself to be seriously wronged or believe that the terms of this AGREEMENT have been substantially violated, resolution shall be sought through binding arbitration by a third party mutually agreed to by both LAW CORP and CLIENT.

**SECTION SIX**

**Disclaimer of Warranty**

No warranties have been made by LAW CORP with respect to the successful termination of any matter for which LAW CORP is providing advice or legal services. All expressions made by LAW CORP about the possible outcome of such matters represent only the LAW CORP's opinion.

**SECTION SEVEN**

**Confidentiality and Public Relations**

- A. LAW CORP is not authorized to waive or release any privilege or other protection of information, confidential, secret or otherwise, obtained from or on behalf of CLIENT. LAW CORP is to keep all confidential, privileged or secret information confidential, even after termination of the relationship between LAW CORP and CLIENT.
- B. LAW CORP is not authorized to communicate with the public, including the press, about CLIENT or any matter undertaken at the behest or on the behalf of CLIENT without the prior approval of CLIENT.

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**SECTION EIGHT**

**Notice**

Any notice required under this AGREEMENT shall be in writing and shall be deemed to have been duly served if delivered in person, or if delivered at or sent by first class mail to the business address of the person for whom it is intended, as follows:

To LAW CORP:                    CalNeva Water  
   Stefanie Morris  
   930 Tahoe Blvd Ste 802-PMB 356  
   Incline Village, NV 89451

To CLIENT:                      Summer Nicotero, General Manager  
   Tri-Dam Project  
   P.O. Box 1158  
   Pinecrest, CA 95364

**SECTION NINE**

**Governing Law**

The laws of the State of California shall govern the construction and interpretation of this AGREEMENT.

**SECTION TEN**

**Term**

This AGREEMENT is effective July , 2023 and shall continue until terminated by either CLIENT or LAW CORP.

**SECTION ELEVEN**

**Modification**

This AGREEMENT shall not be modified in any way absent the express, written consent of both CLIENT and LAW CORP.

**SECTION TWELVE**

**Entire Agreement**

This represents the entire agreement of the CLIENT and LAW CORP.

*[Signatures on following page]*

# BOARD AGENDA REPORT

Date: 7/20/2023  
Staff: Vera Whittenburg

**SUBJECT: CalPERS Unfunded Accrued Liability Payments**

**RECOMMENDED ACTION:** Discussion and action regarding payment of the CalPERS Unfunded Accrued Liability Payments

## BACKGROUND AND/OR HISTORY:

Annually, in July, the California Public Employees' Retirement System (CalPERS) issues statements to participating employers advising them of their Annual Unfunded Accrued Liability (UAL). The calculation is based upon the prior year Actuarial Valuation Report and also calculates in any additional payments made.

The UAL must be paid in full to remain in good standing with CalPERS, however, it can either be paid in monthly installments, or in one lump sum in the month of July. If the lump sum payment there is a savings realized of 3.2% of the annual payment as opposed to paying it on a monthly basis.

Staff recommends that the annual payment be made this year and every year to capture the cash savings on the required payment.

The amount due by the end of July for each plan is detailed below:

|              | Monthly Payment     | Annual Cost Paid Monthly | Lump Sum Payment     | Savings            | % of Savings |
|--------------|---------------------|--------------------------|----------------------|--------------------|--------------|
| Classic Plan | \$ 22,486.83        | \$ 269,841.96            | \$ 261,110.00        | \$ 8,731.96        | 3.2%         |
| PEPRA Plan   | \$ 0                | \$ 0                     | \$ 0                 | \$ 0               | 0%           |
|              | <u>\$ 22,486.83</u> | <u>\$ 269,841.96</u>     | <u>\$ 261,110.00</u> | <u>\$ 8,731.96</u> |              |

**FISCAL IMPACT:** \$261,110

**ATTACHMENTS:** CalPERS Unfunded Accrued Liability Payment Notices

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)**

**SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)**



California Public Employees' Retirement System  
P.O. Box 942715, Sacramento, CA 94229-2715

888 CalPERS (or 888-225-7377)  
TTY: (877) 249-7442 Fax: (800) 959-6545  
www.calpers.ca.gov

California Public Employees' Retirement System

July 01, 2023

Vera Lucia Whittenburg  
Tri-Dam Project  
P.O. BOX 1158  
PINECREST, CA 95364-0158

Business Unit: 1900  
CalPERS ID: 7579927706  
Invoice Number: 100000017214492  
Invoice Date: July 01, 2023  
Payment Due Date: July 31, 2023

| Description  | Amount             |          |             |               |  |
|--|--------------------|----------|-------------|---------------|--|
| <p>Annual Unfunded Accrued Liability as of the June 30, 2021 Actuarial Valuation for Rate Plan Identifier 419.</p> <p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table data-bbox="201 1003 763 1071"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$22,486.83</td> <td>July 31, 2023</td> </tr> </table> <p>If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$261,110.00 to the invoice number above by July 31, 2023 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2021 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting <a href="http://www.mycalpers.ca.gov">www.mycalpers.ca.gov</a></p> <p>Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).</p> <p><b>For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.</b></p> | Amount             | Due Date | \$22,486.83 | July 31, 2023 |  |
| Amount   | Due Date           |          |             |               |  |
| \$22,486.83  | July 31, 2023      |          |             |               |  |
| <b>Total Due</b>   | <b>\$22,486.83</b> |          |             |               |  |



Please pay this statement using Electronic Funds Transfer (EFT) debit or Automated Clearing House (ACH) credit method. Please visit [www.mycalpers.ca.gov](http://www.mycalpers.ca.gov) to schedule a debit EFT payment or call our CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**) for information regarding EFT ACH credit payments. Please allow two banking days prior to the due date for payments to be received at CalPERS on time.

If you need to pay by check or money order, make sure it includes your agency's CalPERS ID, Invoice Number, and is payable to the California Public Employees' Retirement System. Please mail to the following address:

CalPERS  
Financial Reporting & Accounting Services Division  
Cash and Payment Processing Unit  
P.O. Box 942703  
Sacramento, CA 94229-2703

California Public Employees' Retirement System  
[www.calpers.ca.gov](http://www.calpers.ca.gov)





California Public Employees' Retirement System  
Actuarial Office

400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744  
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | [www.calpers.ca.gov](http://www.calpers.ca.gov)

July 2022

**PEPRA Miscellaneous Plan of the Tri-Dam Project (CalPERS ID: 7579927706)  
Annual Valuation Report as of June 30, 2021**

Dear Employer,

Attached to this letter, you will find the June 30, 2021 actuarial valuation report for the rate plan noted above. **Provided in this report is the determination of the minimum required employer contributions for fiscal year (FY) 2023-24.** In addition, the report contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Because this plan is in a risk pool, the following valuation report has been separated into two sections:

- Section 1 contains specific information for the plan including the development of the current and projected employer contributions, and
- Section 2 contains the Risk Pool Actuarial Valuation appropriate to the plan as of June 30, 2021.

Section 2 can be found on the CalPERS website ([www.calpers.ca.gov](http://www.calpers.ca.gov)). From the home page, go to "Forms & Publications" and select "View All". In the search box, enter "Risk Pool" and from the results list download the Miscellaneous Risk Pool Actuarial Valuation Report for June 30, 2021.

Your June 30, 2021 actuarial valuation report contains important actuarial information about your pension plan at CalPERS. The plan actuary whose signature is in the Actuarial Certification is available to discuss.

Actuarial valuations are based on assumptions regarding future plan experience including investment return and payroll growth, eligibility for the types of benefits provided, and longevity among retirees. The CalPERS Board of Administration (board) adopts these assumptions after considering the advice of CalPERS actuarial and investment teams and other professionals. Each actuarial valuation reflects all prior differences between actual and assumed experience and adjusts the contribution requirements as needed. This valuation is based on an investment return assumption of 6.8%, which was adopted by the board in November 2021. Other assumptions used in this report are those recommended in the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021.

**Required Contribution**

The table below shows the minimum required employer contributions and the Employee PEPRA Rate for FY 2023-24 along with estimates of the required contributions for FY 2024-25. Employee contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. **The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.**

| Fiscal Year              | Employer Normal Cost Rate | Employer Amortization of Unfunded Accrued Liability | PEPRA Member Rate |
|--------------------------|---------------------------|---|-------------------|
| 2023-24                  | 7.68%                     | \$0   | 7.75%             |
| <i>Projected Results</i> |                           |   |                   |
| 2024-25                  | 7.7%                      | \$0   | TBD               |

# BOARD AGENDA REPORT

Date: 7/20/2023  
Staff: Summer Nicotero

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**SUBJECT:** Donnells, Beardsley, and Tulloch Compliance Testing

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**RECOMMENDED ACTION:** Discussion and possible action to approve relay testing proposal –  
Granger Engineering Services

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## BACKGROUND AND/OR HISTORY:

Donnells, Beardsley, and Tulloch are due for compliance testing per section G2 of the PG&E interconnection handbook. The required testing intervals are as follows:

- Interconnection relays, relay CTs and PTs - every four years.
- Interconnection breaker or circuit switcher testing, maintenance and trip checks - every eight years.
- Main Transformer bank, switches and disconnects, and insulation tests - every four years.

This is a sole source quote. We have done multiple projects with Granger Engineering Services, formerly known as California Electrical Services (CES). They have a test program written for our relays which greatly reduces the amount of time they spend at each site. Granger was able to keep the hourly rate the same as when they did our compliance testing in 2019.

**Fiscal Impact:** Budget \$30,000 1-1-04-97-59700  
Tulloch 2024 Budget \$14,000 to be completed during 2024 annual maintenance

## ATTACHMENTS:

2023-06-05 Relay Testing Proposal \$37,350

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## Board Motion:

Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_

## VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**CONTRACT  
FOR  
Relay Maintenance Testing for Beardsley, Donnells and Tulloch Powerhouse**

This contract (“Contract”) is made and entered into this July of 20, 2023, by and between the Tri-Dam Project, a partnership of the Oakdale and South San Joaquin Irrigation Districts (“Tri-Dam”) whose principal place of business is located at 31885 Old Strawberry Road, Strawberry, California 95375; and Jim Markward, P.E. dba Granger Electrical Engineering Services-a Sole Proprietorship (“Contractor”) whose principal place of business is located at 578 Sutton Way, Suite 220, Grass Valley, CA 94945.

**RECITALS**

Tri-Dam intends to award the Contractor with this Contract for doing the Work and furnishing the materials and equipment for performing relay maintenance testing for the Beardsley, Donnells and Tulloch projects.

This Contract is for the performance of that work, as specified in Section 1.2 of this Contract, below.

The Contractor represents that it is fully qualified to perform the specified Work and further represents that it is willing to accept responsibility to perform all obligations under this Contract in accordance with the terms and conditions set forth herein.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, District and Contractor agree as follows:

**1. Definitions**

- 1.1. “Contract Documents and Scope of Work:” The Contract Documents consist of this Contract and Contractor’s Bid Proposal and Scope of Work, dated Mary 10, 2023, which is attached hereto as “**Exhibit A**,” and fully incorporated herein by this reference.
- 1.2 “Contract Sum:” The total sum which the Tri-Dam agrees to pay Contractor in consideration for the full performance of all the Work specified under this Contract is Thirty-Seven Thousand, Three Hundred Fifty Dollars (\$37,350.00 [Beardsley: \$11,200.00, Donnells: \$12,150.00 and Tulloch: \$14,000.00]).
  - 1.2.1 Any additional Work under this Agreement that may be necessary as a result of the issuance of any Change Order that exceeds the Contract Sum shall be paid on a time and materials basis, based on Contractor’s Standard Fee Schedule included in Contractor’s Proposal. No such additional Work shall be performed without the prior written consent of Tri-Dam.

**2. The Work of this Contract.** The Contractor agrees to do all the Work and furnish all the labor, material, equipment and appliances to complete the Work as described in the Scope of



Work. Contractor shall completely and totally perform the Contract Work in a good workmanlike manner, to the satisfaction of Tri-Dam and in complete accordance with any plans and specifications provided by Tri-Dam.

**3. Term.** This Contract shall be effective on July 20, 2023 and shall remain in effect until the Work described herein is completed.

#### **4. Payments**

##### 4.1 Payments

4.1.1 Payment will be made within thirty (30) days following invoicing for such work, with the exception of a five percent (5%) retention. The retention shall be released within sixty (60) days after completion of the Work. Contractor may substitute securities in lieu of retention.

4.1.2 It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to Tri-Dam by the Contractor upon the request of Tri-Dam.

##### 4.2 Claims

4.2.1 A "Claim" means a separate demand by Contractor sent by registered or certified mail with return receipt requests, for one or more of the following:

- a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Tri-Dam under a contract for a public works project.
- b. Payment by Tri-Dam of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- c. Payment of an amount that is disputed by Tri-Dam.

4.2.2 Claims shall be submitted, addressed, and resolved pursuant to the procedural requirements set forth in California Public Contract Code section 9204.

##### 4.3 Notice of Third-Party Claims

Tri-Dam shall notify Contractor as soon as is practical, but in no event more than five (5) days of receipt of any third party claim related to this Contract.

#### **5. Permits**

5.1 Permits and licenses necessary for the performance of the Work under this Contract shall be secured and paid for by the Contractor unless otherwise specified.

5.2 Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, and codes regarding the Work as specified. If the Contractor

observes that the drawings and specifications are at variance with any of the aforementioned laws, ordinances, rules, regulations and codes, it shall promptly notify Tri-Dam in writing. Any necessary changes shall be made by Change Order, and compensated as set forth in Section 1.2.1 of this Contract.

## 6. General Provisions

- 6.1 Contractor shall possess a current contractor's license of the appropriate classification at the time it submitted its Proposal to perform the Work under this Contract, and that such license shall have been issued in accordance with the laws of the State of California. Contractor shall be responsible for ensuring all subcontractors possess current and appropriately classified contractor's and/or other licenses at the time it submitted its Proposal.
- 6.2 For all contracts exceeding \$25,000.00, Contractor shall provide Tri-Dam with payment and labor & materials bonds for one hundred percent (100%) of the contract price. Said bonds shall be in a form acceptable to District, and issued by a surety authorized in the state of California, with an AM Best rating of "A" or better.
- 6.3 If the Work under this Contract requires trenching to a depth of four (4) or more feet, Contractor shall:
  - a. Notify Tri-Dam of hazardous materials, subsurface or latent physical site conditions different from those indicated in information about the site made available to Contractor, and any unusual site conditions.
  - b. Upon notice, Tri-Dam shall investigate the site.
  - c. Disputes involving the original Contract Sum and additional costs estimated in the event of conditions in subsection (a), above, shall be negotiated and shall be addressed by change order.
- 6.4 8 hours' labor constitutes a day's work.
- 6.5 Pursuant to Labor Code section 1773.2, Contractor agrees to pay to each craft, classification or type of workman the prevailing wage determined by the State of California, Director of Industrial Relations, in the published wage scale determination, a copy of which is available at <https://www.dir.ca.gov/oprl/2018-2/PWD/index.htm>.
- 6.6 Contractor shall be responsible for compliance with the statutory requirements of Labor Code section 1776, relating to maintaining certified copies of payroll records, their certification, and availability for inspection.
- 6.7 The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

- 6.8 Contractor shall not perform Work under this Contract utilizing any subcontractor who is ineligible to do so, pursuant to Section 1777.1 or 1777.7 of the California Labor Code.
- 6.9 This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.10 Except for projects qualifying for the “small project exemption” under Labor Code section 1725.5(d), no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code section 1725.5. To register, log on to the DIR website:  
<https://efiling.dir.ca.gov/pwcr/actionservlet?action=displaypwregistrationform>
- 6.11 Except for projects qualifying for the “small project exemption” under Labor Code section 1725.5(d), no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- 6.12 All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- 6.13 All provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA), as amended, shall be adhered to.
- 6.14 The provisions of Labor Code §§1777.5 and 1777.6 shall apply to the employment of apprentices by Contractor or any subcontractor under him.
- 6.15 Contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.
- 6.16 In entering into this Contract, Contractor offers and agrees to assign to Tri-Dam all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment is made and becomes effective at the time Tri-Dam tenders final payment to the Contractor, without further acknowledgment by the parties.
- 6.17 Contractor shall guarantee that the Work it performs shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Contractor shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract which shall become defective within one (1) year after completion of the Work it performs. The correction of such Work shall

include, without additional charge, all additional expenses and damages (excluding consequential and punitive damages) in connection with such removal or replacement of all or any part of the Work, and/or the building and/or other areas which may be damaged or disturbed thereby.

- 6.18 Contractor shall repair any damage to District's facilities caused by Contractor at Contractor's own expense
- 6.19 It is expressly understood and agreed that a waiver of any of the conditions or covenants of this Contract shall not be considered a waiver of any of the other provisions hereof.

**7. Insurance Coverage to Be Maintained by Contractor.**

- 7.1 Contractor shall maintain at its own expense during the life of this Contract, insurance coverage no less than the indicated amounts, and under the terms and conditions as follows:

- 7.1.1 Workers' Compensation and Employer's Liability:

- Workers' Compensation coverage as required by law.  
Employers' Liability limits of at least \$1,000,000.00 per occurrence.

- Contractor shall comply with Labor Code §3700, and the certification by Contractor of such compliance must be completed and attached to this Contract as Exhibit "C."

- 7.1.2 Comprehensive General Liability:

- Minimum Combined Single Limit - \$1,000,000.00 for each occurrence.

- 7.1.3 Automobile Liability:

- Combined Single Limit - \$1,000,000.00 per accident, for bodily injury and property damage.

- 7.2 The automobile and general comprehensive liability policies may be combined in a single policy with a combined single limit of \$2,000,000.00 per occurrence/accident.
- 7.3 The Contractor shall provide Tri-Dam with a copy of each underlying insurance policy and all of its endorsements. Each policy shall contain an endorsement providing written notice shall be given to Tri-Dam at least 30 calendar days prior to termination, cancellation, or reduction of coverage in the policy.
- 7.4 The Workers' Compensation and Employer's Liability policy shall evidence the following endorsements to the policy of insurance:
  - 7.4.1 District shall be named as an additional insured under the policy.

- 7.4.2 The policy shall not be subject to cancellation except after written notice to Tri-Dam not less than thirty (30) days prior to the effective date thereto.
- 7.4.3 The insurer shall waive all rights of subrogation and contribution against the additional insureds.
- 7.5 The Bodily Injury and Property Damage Liability policies shall contain the following provisions:
  - 7.5.1 Tri-Dam and its respective officials, officers, attorneys, agents, employees, and volunteers shall be named as additional insureds under the policy. The additional insureds have no liability for the payment of any premiums or assessments under the policy.
  - 7.5.2 The insurance coverages afforded the additional insureds under the policy shall be primary insurance, and no other insurance maintained by the additional insureds shall be called upon to contribute with the insurance coverages' provided by the policy.
  - 7.5.3 Each insurance coverage under the policy shall apply separately to each additional insured against whom claim is made or suit is brought except with respect to the limits of the insurance company's liability.
- 7.6 Insurance policies required under this contract shall be issued by an insurer licensed or authorized to issue policies in the state of California, with a rating of at least "A" in the latest edition of A.M. Best's Insurance Guide.
- 7.7 Nothing in the contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims; i.e., in the same manner as if separate policies had been issued to each insured. This provision shall not operate to increase or replicate the insurance company's limits of liability as provided under the policy.
- 7.8 The insurance afforded by the policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) shall include the liability assumed by the Contractor under the indemnification and hold harmless provisions executed in conjunction with the written contract between the Contractor and the additional insureds.
- 7.8 The insurance company shall waive all rights of subrogation and contribution against the additional insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to the contract with regard to operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the additional insureds.
- 7.9 The laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of any contract of insurance.

- 7.10 Promptly on execution of the Contract and prior to commencement of any work, the Contractor shall deliver to District copies of all required certificates, policies and endorsements thereto.
- 7.11 The Contractor shall require and verify similar insurance on the part of its Subcontractors, including a provision waiving the subcontractor's and its insurer's rights of subrogation against District and its co-indemnitees as provided above.
- 7.12 The foregoing requirements as to the types, limits, and District approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
- 7.13 The cost of all insurance is the sole responsibility of the Contractor.

## **8. Indemnification**

- 8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Contract. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.
- 8.2 District shall have the right to offset against the amount of any compensation due to Contractor under this Contract any amount due District from Contractor as a result of the Contractor's failure to pay District promptly any indemnification arising under this Section and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Contract or (ii) comply with applicable worker's compensation laws.
- 8.3 The obligations of Contractor under this Section will not be limited by the provisions of any Worker's Compensation Act or similar act. Contractor expressly waives any statutory immunity under such statutes or laws as to District, its officers, agents, employees and volunteers.
- 8.4 District does not, and shall not; waive any rights that it may possess against Contractor because of acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 8.5 Contractor shall provide satisfactory evidence of payments for Work completed upon request of District and to indemnify, defend, and hold harmless Tri-Dam from all suits, liens, or other claims of any nature arising from its failure to make such payments.

## 9. Claims and Dispute Resolution

- 9.1 "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by Tri-Dam.
- 9.2 Claim submittals and related procedures shall be in accordance with California Public Contract Code sections 20104 *et. seq.*
- 9.3 Tri-Dam shall notify Contractor in writing within ten (10) days of receipt of any third-party claims related to this Contract.
- 9.4 Should any unresolved claim result in litigation, the venue shall be the Superior Court of the County of San Joaquin.

## 10. Termination or Suspension

### 10.1 Termination by Tri-Dam for Cause

#### 10.1.1 Tri-Dam may terminate the Contract if the Contractor:

- a. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and subcontractors;
- c. Repeatedly disregards applicable law, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.

#### 10.1.2 When any of the above reasons exist, Tri-Dam, may without prejudice to any other rights or remedies of Tri-Dam and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 10.1.2.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 10.1.2.2 Accept assignment of subcontracts;
- 10.1.2.3 Finish the Work by whatever reasonable method Tri-Dam may deem expedient. Upon written request of the Contractor, Tri-Dam shall furnish to the Contractor a

detailed accounting of the costs incurred by Tri-Dam in finishing the work.

10.1.3 When Tri-Dam terminates the Contract for one of the reasons stated in Section 10.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

- 11. **Amendment.** This Contract shall not be modified except by written document executed by each of the parties hereto.
- 12. **Assignment.** Contractor shall not assign or transfer its duties, responsibilities or interest pursuant to this Contract without the express written consent of Tri-Dam.
- 13. **Survival.** The indemnity provisions of this Contract shall survive the expiration or other termination of this Contract.
- 14. **Governing Law.** This Contract shall be governed by the laws of the State of California.
- 15. **Entire Agreement.** This instrument and any attachments hereto constitute the entire Contract between Tri-Dam and Contractor concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the day and year first written above.

**“TRI-DAM”**

Tri-Dam Project, a partnership of the Oakdale  
and South San Joaquin Irrigation Districts

**“CONTRACTOR”**

Granger Engineering Services

By: \_\_\_\_\_  
Summer Nicotero, General Manager

By: \_\_\_\_\_  
Jim Markward, P.E., Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A  
CONTRACTOR'S BID/PROPOSAL & SCOPE OF WORK

EXHIBIT B  
WORKERS COMPENSATION CERTIFICATION

Labor Code section 3700 provides, in pertinent part:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. .  
.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

“CONTRACTOR”

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



578 Sutton Way #220  
Phone (530) 205-5080

Grass Valley, CA 95945  
jim@damhydroguys.com

6 June, 2023  
Mr. Dan Hogue  
Electrical Maintenance Supervisor  
Tridam Project  
PO Box 1158  
Pinecrest, CA 95364  
(209) 965-3996

RE: Relay Maintenance Testing for Beardsley, Sandbar, Donnells and Tulloch Powerhouses

Dear Dan;

Listed below is the work description and proposal pricing to complete the protective relay testing for the Beardsley, Sandbar and Donnells Power facilities.

#### Scope of Work

The 2023 Outage dates as scheduled for the work are:

Beardsley Fall 2023

Sandbar Powerhouses Fall 2023

Donnells Powerhouse Fall 2023

Tulloch Powerhouse Fall 2023

#### 1. Sandbar Protective relay, Transformer and Line Breaker Testing Estimated Cost

Estimated Cost:

52 hours @ \$200 / hour = \$10,400

Travel and Lodging Costs = \$800

Total Estimated Costs for Sandbar = \$ 11,200

#### 2. Beardsley Protective relay, Transformer and Line Breaker Estimated Cost

Estimated Cost:

52 hours @ \$200 / hour = \$10,400

Travel and Lodging Costs = \$800

Total Estimated Costs for Beardsley = \$ 11,200

#### 3. Donnells Protective relay, Transformer and Line Breaker Testing Estimated Cost:

56 hours @ \$200 / hour = \$11,200

Travel and Lodging Costs = \$950

Total Estimated Costs for Donnells = \$ 12,150



4. Tulloch Protective relay, Transformer and Line Breaker Testing

Estimated Cost:

66 hours @ \$200 / hour = \$13,200

Travel and Lodging Costs = \$800

Total Estimated Costs for Tulloch = \$ 14,000

Thank you for the opportunity to present this work scope proposal to Tridam. If you have any questions regarding this proposal please feel free to contact myself.

Best Regards,

JIM MARKWARD, P.E.

California Electrical Services, Inc.

Principal Engineer, Hydropower Services

578 Sutton Way, Suite 220 | Grass Valley, CA 95945

direct: 530.205-5080

Jim@DamHydroGuys.com

# BOARD AGENDA REPORT

Date: 7/20/2023  
Staff: Summer Nicotero

---

**SUBJECT:** Beardsley and Tulloch CAISO Meter Replacement

---

**RECOMMENDED ACTION:** Approve the quote to Replace Beardsley and Tulloch CAISO Meters.

---

**BACKGROUND AND/OR HISTORY:**

The revenue meters data log all generation, which includes Watts, VAR's, Amps, and other electrical output the generator produces when the generator is running. The generation information is sent to CAISO via the RIG (remote intelligent gateway) where the generation information is processed and sent to our service provider, Silicon Valley Power. The generation information is then used to pay the Tri-Dam Project. The existing revenue meters are no longer supported and need to be replaced. This purchase authorization is for the replacement, calibration, and certification of two new revenue meters per powerhouse and appropriate RIG reconfiguration.

This is a sole source quote. We have done multiple projects with Ulteig. They are familiar with our current RIG programming and site layout which helps make these projects run smooth and quick.

**Fiscal Impact:** Included in 2023 Capital Budget - \$80,000

**ATTACHMENTS:**

|  |          |
|--|----------|
| 23.23813_Tri-Dam_Beardsley Meter Replacement Proposal_Rev0 | \$38,270 |
| 23.23815_Tri-Dam_Tulloch Meter Replacement Proposal_Rev0   | \$38,270 |

---

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**CONTRACT  
FOR  
CAISO METER REPLACEMENT PROJECT FOR BEARDSLEY AND TULLOCH  
RESERVOIRS**

This contract (“Contract”) is made and entered into this day of July 20, 2023, by and between the Tri-Dam Project, a partnership of the Oakdale and South San Joaquin Irrigation Districts (“Tri-Dam”) whose principal place of business is located at 31885 Old Strawberry Road, Strawberry, California 95375; and Ulteig Engineers, Inc., a Delaware Corporation (“Contractor”) whose principal place of business is located at 11040 White Road, Suite 100, Rancho Cordova, CA 95670.

**RECITALS**

Tri-Dam intends to award the Contractor with this Contract for doing the Work and furnishing the materials and equipment for replacement of California independent System Operator (“CAISO”) metering, Remote Intelligent Gateway (“RIG”) services and New Resource Implementation (“NRI”) services for the Beardsley and Tulloch projects.

This Contract is for the performance of that work, as specified in Section 1.2 of this Contract, below.

The Contractor represents that it is fully qualified to perform the specified Work and further represents that it is willing to accept responsibility to perform all obligations under this Contract in accordance with the terms and conditions set forth herein.

**AGREEMENT**

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions herein contained, District and Contractor agree as follows:

**1. Definitions**

- 1.1. “Contract Documents and Scope of Work:” The Contract Documents consist of this Contract and Contractor’s Bid Proposal and Scope of Work, dated Mary 10, 2023, which is attached hereto as “**Exhibit A,**” and fully incorporated herein by this reference.
- 1.2 “Contract Sum:” The total sum which the Tri-Dam agrees to pay Contractor in consideration for the full performance of all the Work specified under this Contract is Seventy-Six Thousand Five Hundred Forty Dollars, maximum total for both Beardsley and Tulloch projects. (Beardsley: \$38, 270.00, and Tulloch: \$38,270.00)
  - 1.2.1 Any additional Work under this Agreement that may be necessary as a result of the issuance of any Change Order that exceeds the Contract Sum shall be paid on a time and materials basis, based on Contractor’s Standard Fee Schedule included in Contractor’s Proposal. No such additional Work shall be performed without the prior written consent of Tri-Dam.

**2. The Work of this Contract.** The Contractor agrees to do all the Work and furnish all the labor, material, equipment and appliances to complete the Work as described in the Scope of Work. Contractor shall completely and totally perform the Contract Work in a good workmanlike manner, to the satisfaction of Tri-Dam and in complete accordance with any plans and specifications provided by Tri-Dam.

**3. Term.** This Contract shall be effective on July 20, 2023 and shall remain in effect until the Work described herein is completed.

#### **4. Payments**

##### 4.1 Payments

4.1.1 Payment will be made within thirty (30) days following invoicing for such work, with the exception of a five percent (5%) retention. The retention shall be released within sixty (60) days after completion of the Work. Contractor may substitute securities in lieu of retention.

4.1.2 It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to Tri-Dam by the Contractor upon the request of Tri-Dam.

##### 4.2 Claims

4.2.1 A "Claim" means a separate demand by Contractor sent by registered or certified mail with return receipt requests, for one or more of the following:

- a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Tri-Dam under a contract for a public works project.
- b. Payment by Tri-Dam of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- c. Payment of an amount that is disputed by Tri-Dam.

4.2.2 Claims shall be submitted, addressed, and resolved pursuant to the procedural requirements set forth in California Public Contract Code section 9204.

##### 4.3 Notice of Third-Party Claims

Tri-Dam shall notify Contractor as soon as is practical, but in no event more than five (5) days of receipt of any third party claim related to this Contract.

#### **5. Permits**

5.1 Permits and licenses necessary for the performance of the Work under this Contract shall be secured and paid for by the Contractor unless otherwise specified.

- 5.2 Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, and codes regarding the Work as specified. If the Contractor observes that the drawings and specifications are at variance with any of the aforementioned laws, ordinances, rules, regulations and codes, it shall promptly notify Tri-Dam in writing. Any necessary changes shall be made by Change Order, and compensated as set forth in Section 1.2.1 of this Contract.

## **6. General Provisions**

- 6.1 Contractor shall possess a current contractor's license of the appropriate classification at the time it submitted its Proposal to perform the Work under this Contract, and that such license shall have been issued in accordance with the laws of the State of California. Contractor shall be responsible for ensuring all subcontractors possess current and appropriately classified contractor's and/or other licenses at the time it submitted its Proposal.
- 6.2 For all contracts exceeding \$25,000.00, Contractor shall provide Tri-Dam with payment and labor & materials bonds for one hundred percent (100%) of the contract price. Said bonds shall be in a form acceptable to District, and issued by a surety authorized in the state of California, with an AM Best rating of "A" or better.
- 6.3 If the Work under this Contract requires trenching to a depth of four (4) or more feet, Contractor shall:
- a. Notify Tri-Dam of hazardous materials, subsurface or latent physical site conditions different from those indicated in information about the site made available to Contractor, and any unusual site conditions.
  - b. Upon notice, Tri-Dam shall investigate the site.
  - c. Disputes involving the original Contract Sum and additional costs estimated in the event of conditions in subsection (a), above, shall be negotiated and shall be addressed by change order.
- 6.4 8 hours' labor constitutes a day's work.
- 6.5 Pursuant to Labor Code section 1773.2, Contractor agrees to pay to each craft, classification or type of workman the prevailing wage determined by the State of California, Director of Industrial Relations, in the published wage scale determination, a copy of which is available at <https://www.dir.ca.gov/oprl/2018-2/PWD/index.htm>.
- 6.6 Contractor shall be responsible for compliance with the statutory requirements of Labor Code section 1776, relating to maintaining certified copies of payroll records, their certification, and availability for inspection.



- 6.7 The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.
- 6.8 Contractor shall not perform Work under this Contract utilizing any subcontractor who is ineligible to do so, pursuant to Section 1777.1 or 1777.7 of the California Labor Code.
- 6.9 This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.10 Except for projects qualifying for the “small project exemption” under Labor Code section 1725.5(d), no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code section 1725.5. To register, log on to the DIR website:  
<https://efiling.dir.ca.gov/pwcr/actionservlet?action=displaypwcregistrationform>
- 6.11 Except for projects qualifying for the “small project exemption” under Labor Code section 1725.5(d), no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- 6.12 All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- 6.13 All provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA), as amended, shall be adhered to.
- 6.14 The provisions of Labor Code §§1777.5 and 1777.6 shall apply to the employment of apprentices by Contractor or any subcontractor under him.
- 6.15 Contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.
- 6.16 In entering into this Contract, Contractor offers and agrees to assign to Tri-Dam all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment is made and becomes effective at the time Tri-Dam tenders final payment to the Contractor, without further acknowledgment by the parties.
- 6.17 Contractor shall guarantee that the Work it performs shall be free from any defects in workmanship and materials for a period of not less than one (1) year

from the date of completion thereof. Contractor shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract which shall become defective within one (1) year after completion of the Work it performs. The correction of such Work shall include, without additional charge, all additional expenses and damages (excluding consequential and punitive damages) in connection with such removal or replacement of all or any part of the Work, and/or the building and/or other areas which may be damaged or disturbed thereby.

- 6.18 Contractor shall repair any damage to District's facilities caused by Contractor at Contractor's own expense.
- 6.19 It is expressly understood and agreed that a waiver of any of the conditions or covenants of this Contract shall not be considered a waiver of any of the other provisions hereof.

## **7. Insurance Coverage to Be Maintained by Contractor.**

- 7.1 Contractor shall maintain at its own expense during the life of this Contract, insurance coverage no less than the indicated amounts, and under the terms and conditions as follows:
  - 7.1.1 Workers' Compensation and Employer's Liability:

Workers' Compensation coverage as required by law.  
Employers' Liability limits of at least \$1,000,000.00 per occurrence.

Contractor shall comply with Labor Code §3700, and the certification by Contractor of such compliance must be completed and attached to this Contract as Exhibit "C."
  - 7.1.2 Comprehensive General Liability:

Minimum Combined Single Limit - \$1,000,000.00 for each occurrence.
  - 7.1.3 Automobile Liability:

Combined Single Limit - \$1,000,000.00 per accident, for bodily injury and property damage.
- 7.2 The automobile and general comprehensive liability policies may be combined in a single policy with a combined single limit of \$2,000,000.00 per occurrence/accident.
- 7.3 The Contractor shall provide Tri-Dam with a copy of each underlying insurance policy and all of its endorsements. Each policy shall contain an endorsement providing written notice shall be given to Tri-Dam at least 30 calendar days prior to termination, cancellation, or reduction of coverage in the policy.

- 7.4 The Workers' Compensation and Employer's Liability policy shall evidence the following endorsements to the policy of insurance:
- 7.4.1 District shall be named as an additional insured under the policy.
  - 7.4.2 The policy shall not be subject to cancellation except after written notice to Tri-Dam not less than thirty (30) days prior to the effective date thereto.
  - 7.4.3 The insurer shall waive all rights of subrogation and contribution against the additional insureds.
- 7.5 The Bodily Injury and Property Damage Liability policies shall contain the following provisions:
- 7.5.1 Tri-Dam and its respective officials, officers, attorneys, agents, employees, and volunteers shall be named as additional insureds under the policy. The additional insureds have no liability for the payment of any premiums or assessments under the policy.
  - 7.5.2 The insurance coverages afforded the additional insureds under the policy shall be primary insurance, and no other insurance maintained by the additional insureds shall be called upon to contribute with the insurance coverages' provided by the policy.
  - 7.5.3 Each insurance coverage under the policy shall apply separately to each additional insured against whom claim is made or suit is brought except with respect to the limits of the insurance company's liability.
- 7.6 Insurance policies required under this contract shall be issued by an insurer licensed or authorized to issue policies in the state of California, with a rating of at least "A" in the latest edition of A.M. Best's Insurance Guide.
- 7.7 Nothing in the contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims; i.e., in the same manner as if separate policies had been issued to each insured. This provision shall not operate to increase or replicate the insurance company's limits of liability as provided under the policy.
- 7.8 The insurance afforded by the policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) shall include the liability assumed by the Contractor under the indemnification and hold harmless provisions executed in conjunction with the written contract between the Contractor and the additional insureds.
- 7.8 The insurance company shall waive all rights of subrogation and contribution against the additional insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to the contract with regard to operations performed by or on

behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the additional insureds.

- 7.9 The laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of any contract of insurance.
- 7.10 Promptly on execution of the Contract and prior to commencement of any work, the Contractor shall deliver to District copies of all required certificates, policies and endorsements thereto.
- 7.11 The Contractor shall require and verify similar insurance on the part of its Subcontractors, including a provision waiving the subcontractor's and its insurer's rights of subrogation against District and its co-indemnitees as provided above.
- 7.12 The foregoing requirements as to the types, limits, and District approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
- 7.13 The cost of all insurance are the sole responsibility of the Contractor.

## **8. Indemnification**

- 8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Contract. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.
- 8.2 District shall have the right to offset against the amount of any compensation due to Contractor under this Contract any amount due District from Contractor as a result of the Contractor's failure to pay District promptly any indemnification arising under this Section and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Contract or (ii) comply with applicable worker's compensation laws.
- 8.3 The obligations of Contractor under this Section will not be limited by the provisions of any Worker's Compensation Act or similar act. Contractor expressly waives any statutory immunity under such statutes or laws as to District, its officers, agents, employees and volunteers.
- 8.4 District does not, and shall not; waive any rights that it may possess against Contractor because of acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

- 8.5 Contractor shall provide satisfactory evidence of payments for Work completed upon request of District and to indemnify, defend, and hold harmless Tri-Dam from all suits, liens, or other claims of any nature arising from its failure to make such payments.

## **9. Claims and Dispute Resolution**

- 9.1 "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by Tri-Dam.
- 9.2 Claim submittals and related procedures shall be in accordance with California Public Contract Code sections 20104 *et. seq.*
- 9.3 Tri-Dam shall notify Contractor in writing within ten (10) days of receipt of any third-party claims related to this Contract.
- 9.4 Should any unresolved claim result in litigation, the venue shall be the Superior Court of the County of San Joaquin.

## **10. Termination or Suspension**

- 10.1 Termination by Tri-Dam for Cause

10.1.1 Tri-Dam may terminate the Contract if the Contractor:

- a. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and subcontractors;
- c. Repeatedly disregards applicable law, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.

10.1.2 When any of the above reasons exist, Tri-Dam, may without prejudice to any other rights or remedies of Tri-Dam and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 10.1.2.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

- 10.1.2.2 Accept assignment of subcontracts;
- 10.1.2.3 Finish the Work by whatever reasonable method Tri-Dam may deem expedient. Upon written request of the Contractor, Tri-Dam shall furnish to the Contractor a detailed accounting of the costs incurred by Tri-Dam in finishing the work.

10.1.3 When Tri-Dam terminates the Contract for one of the reasons stated in Section 10.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

- 11. **Amendment.** This Contract shall not be modified except by written document executed by each of the parties hereto.
- 12. **Assignment.** Contractor shall not assign or transfer its duties, responsibilities on interest pursuant to this Contract without the express written consent of Tri-Dam.
- 13. **Survival.** The indemnity provisions of this Contract shall survive the expiration or other termination of this Contract.
- 14. **Governing Law.** This Contract shall be governed by the laws of the State of California.
- 15. **Entire Agreement.** This instrument and any attachments hereto constitute the entire Contract between Tri-Dam and Contractor concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the day and year first written above.

**“TRI-DAM”**  
 Tri-Dam Project, a partnership of the Oakdale  
 and South San Joaquin Irrigation Districts

**“CONTRACTOR”**  
 Ulteig Engineers, Inc.  
 Sacramento Office

By: \_\_\_\_\_  
 Summer Nicotero, General Manager

By: \_\_\_\_\_  
 Joe Butterfield, Associate Director, AISP

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
CONTRACTOR'S BID/PROPOSAL & SCOPE OF WORK

EXHIBIT B  
WORKERS COMPENSATION CERTIFICATION

Labor Code section 3700 provides, in pertinent part:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. .  
.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

“CONTRACTOR”

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# EXHIBIT A

PROPOSAL TO PROVIDE

## Beardsley CAISO Meter Replacement

**Ulteig**

We listen. We solve.®



Prepared for:

**Tri-Dam Project**  
P.O. Box 1158  
Pinecrest, CA 95364

Prepared by:

**Dwain Botelho**  
dwain.botelho@ulteig.com | (916) 465-6247

Ulteig Project No.: 23.23813

**Ulteig Sacramento Office**  
11040 White Rock Road, Suite 100  
Rancho Cordova, CA 95670



We listen. We solve.™

---

May 10, 2023

Daniel Hogue  
P.O. Box 1158  
Pinecrest, CA 95364

**Subject: Proposal for CAISO Beardsley Meter Replacement**

Dear Mr. Daniel Hogue,

Thank you for the opportunity to submit a proposal for the CAISO Beardsley Meter Replacement project. At Ulteig, our Vision is to be widely regarded as a partner of choice for technical solutions. We do this by leveraging our industry experience, relationships, tools, and processes to enhance your experience during the duration of the project.

This proposal outlines our understanding of the project scope. We've subdivided this proposal out into three main sections:

- Project Understanding – Ulteig's interpretation of the overall project scope and major deliverables.
- Milestone Schedule – Highlights the planned durations of major deliverable packages.
- Professional Fee – Estimated costs for the various packages.

Our main goal is to ensure project success by working collaboratively with key stakeholders during the lifecycle of this project to ensure that the project meets requirements of schedule and budget. If you have any questions regarding our interpretation of the scope, our proposal, please let us know as we would be happy to walk you through our process.

We look forward to discussing this project further.

Sincerely,

**Dwain Botelho**  
Sr. Market Leader  
(916) 465-6247  
dwain.botelho@ulteig.com

**Joe Butterfield**  
Technical Manager  
(651) 415-3897  
joe.butterfield@ulteig.com



# TABLE OF CONTENTS

## **Project Understanding**

- CAISO NRI
- CAISO RIG Reconfiguration
- CAISO Metering

## **Milestone Schedule**

## **Professional Fee**



## PROJECT UNDERSTANDING

Ulteig plans to provide CAISO metering, RIG services and NRI services for the Beardsley Meter Replacement project located in Tuolumne, CA as follows:

### CAISO New Resource Implementation (NRI)

CAISO NRI has developed a Bucket System approach to receiving and completing CAISO related meter and RIG projects. Ulteig will assist in reaching project completion by leading the process, gathering necessary documentation and information (with the assistance of Client, submitting documents to CAISO, and filing the documents. Below is a breakdown of the exact documents and guidelines that Ulteig will undertake at each step of the NRI process:

#### Getting Started

**Project Details Form:** The Project Details form will assign the project an internal CAISO tracking number. This number is crucial in referencing the project throughout its bucket process life cycle. Ulteig will complete this form with the assistance of Client and submit to CAISO. This will satisfy all prerequisites, allowing Client to move forward with formal Project Creation and the CAISO Bucket Process.

CAISO uses their Resource Interconnection Management System (RIMS) Application for all formal bucket submittals. To streamline the submittal process, Ulteig will need to gain read and write access to RIMS as a Secondary User Access Administrator (UAA). Ulteig will assist Client in establishing themselves as the Primary UAA in order to designate Ulteig as a Secondary UAA and gain access to RIMS.

#### Bucket 2

- A. **ISO Meter Configuration Worksheet:** The ISO meter configuration worksheet will allow CAISO's metering group to setup their MV-90 system with the correct configuration to communicate with the Client meter. Ulteig will work with Client and meter provider to ensure document completion. Ulteig will submit to the ISO.

#### Bucket 5

- A. **Meter Site Verification Data Sheet (MSVS):** This sheet must be completed by the CAISO authorized inspector. Once completed, Ulteig will submit to the ISO for completion of Bucket 5.

#### Bucket 6

- A. **Certificate of Compliance:** A signed Certificate of Compliance will be issued by the ISO once the metering has been validated with live data and all documentation has been approved. Once this certificate is issued, the meter replacement project is complete.

#### Assumptions

1. Ulteig will be named as authorized contact to submit deliverables to CAISO via RIMS on behalf of Client.
2. Ulteig will interact with the EDAS, NRI, and Regulatory Contracts groups within the CAISO regarding submittals.

## Deliverables

Ulteig will provide Client with all files and/or documents submitted to CAISO throughout the NRI process.

# CAISO RIG Reconfiguration

## Project Coordination

Ulteig will reconfigure the RTAC configuration build to connect to the newly installed meters. The RTAC's configuration will be modified to remap all existing functional meter data points in a like-for-like method. Ulteig will plan to work with the SCADA provider and plant operations to determine the details of additional telemetry requirements, including any newly requested points from CAISO, up to 10 total points (analog and digital). Coordination for point scaling, mapping, protocol determination will all be done prior to reprogramming. Once all coordination is complete, Ulteig will then move on to the reconfiguration of the RIG.

## RIG Reconfiguration

Once all coordination has been complete, Ulteig will work on the updates to the current RIG program. These updates will facilitate all new points CAISO has requested. Ulteig will confirm all parameters of the points. Local pretesting will occur once the new configuration has been complete. Once all points have been successfully pretested, we will then request point to point with CAISO.

## Outage, Site Testing and CAISO Point-to-Point Testing

Since this is an active metered site, Ulteig plans to have all fieldwork to reconfigure the CAISO RIG scheduled to be done in a one-day outage along with the new meter installations. A corresponding CAISO OMS outage will need to be obtained by the Client. During this outage, Ulteig will thoroughly pre-test the final RTAC configuration and then perform point-to-point testing with CAISO for the operation of each input and output is simulated. The data must flow over the ECN and CAISO representatives must confirm that they observe the proper operation and receipt of data at their EMS from the site RIG. Ulteig will support these efforts remotely.

## Closeout Documentation

Once testing is complete, Ulteig will provide proper closeout documentation of the CAISO RIG.

## Assumptions

1. No changes to the existing loss compensation scheme associated with meters is required.
2. Outage, Site work and Testing to be completed in one (1) day.
3. Site utilizes an existing Aggregate RIG. The RIG fee schedule for this proposal is specific to the engineering and technical services time for this project site's portion of metering changes within the RIG.
4. The existing CAISO RIG certificate does not expire until 2025.
5. CAISO Frequency Response points are already integrated within the RIG for the project site.
6. At time of integration, all related items to be in place and functional by the Client including but not limited to: enclosure mounting, auxiliary power, conduit runs, remote I/O wiring, field communication wiring.
7. No programming or coordination has been included to retrieve and/or program additional points into external devices.
8. Support for operational testing extending outside of the 4-hour CAISO testing windows is not included.
9. Remote connection is available and functioning prior to performing RIG updates.
10. Existing points list and settings files for each RIG to be provided to Ulteig.
11. No onsite support or travel is required.
12. No more than 10 new points will be added to the RIG.

## Deliverables

1. Settings files in SEL AcSELeRator database format or equivalent.
2. Ulteig will work with you and applicable entities to complete and submit RIG related CAISO documentation as necessary.

## CAISO Metering

### Material Selection and Procurement

Ulteig will create a bill of materials (BOM) which will include all pertinent equipment. Ulteig will provide two (2) Schneider Electric Ion 8650C socket meters to be installed into existing meter sockets. Meters will include Ethernet communications and KYZ option board with 4 outputs (Form-C).

### Factory Acceptance Testing

Ulteig will unpackage the meters and perform accuracy test with injected voltages and currents on meter to ensure CAISO accuracy compliance and proper load profile recording, prior to programming meter.

### Meter Design/Configuration

Ulteig will develop a complete meter configuration build to include all existing CAISO-related database points and attributed controls. The meter's configuration will also facilitate the integration of other relevant monitoring devices as required up to 50 total points (analog and digitals). Ulteig will also assist in integrating our scope of work (meter, etc.) with Client's monitoring system's needs.

### Pre-Deployment End to End Testing

Ulteig will thoroughly test the final meter configuration during a Factory Acceptance Test. Injection test sets will be used to simulate site specific conditions. Functionality and scaling will be confirmed and tested at this time. Power failure scenarios will be introduced to testing scenarios with results documented. A final test report will be provided to Client ensuring success on all testing metrics.

### Installation Oversight and Coordination

Prior to installation, Ulteig will ensure CAISO requirements have been planned for confirming CT/PT polarities and accuracy ratings. Ulteig will coordinate the installation of the CAISO meters into Client meter sockets. The network cables, aux power, KYZ wiring, conduit runs, and terminations pertaining to the CAISO meters are within the Client's scope of work. Once all site prerequisites are met, Ulteig will deploy for meter installation. Ulteig will install the meter to CAISO requirements. Circuit burden test, meter accuracy checks, and communication confirmation to be performed at time of installation as well.

### Outage, Site Testing and CAISO Point-to-Point Testing

Since this is an active metered site, Ulteig plans to have all fieldwork to install and test the new CAISO meters scheduled to be done in a one-day outage along with the RIG re-configuration work and testing. A corresponding CAISO OMS outage will need to be obtained by the Client. During this outage, Ulteig's CAISO certified meter technicians will install the meters, implement the meter programs, and perform verification testing. The meter will have currents and voltages injected to prove proper operation and data exchange. When the installation work is confirmed by all parties, Ulteig will work with Client and/or the SCADA provider to establish data communications. When the meter is proven to be functioning as designed in all facets, then Ulteig will perform point-to-point testing with CAISO for the operation of each meter. During point-to-point testing with CAISO, the operation of each input and output is simulated. The data must flow over the ECN where CAISO representatives will confirm observation of the proper operation and receipt of data at their EMS. Currents and voltages will be injected into the meter by Ulteig's meter technician to satisfy all of CAISO's testing criteria. Ulteig will provide support throughout the entire Point-to-Point process, as well as provide on-site support for testing.

## Final Documentation, Certification, and Close Out

Once point-to-point testing is complete, Ulteig will provide proper certification of the CAISO revenue meter and will prepare final documentation. This will include updates to as-built drawings and the completed commissioning check lists.

## Assumptions

1. No changes to the existing loss compensation scheme associated with meters or RIG are required.
2. Outage, Site work and Testing to be completed in one (1) day. Meters to be installed in one site visit along with point-to-point testing with CAISO to be completed on a separate visit. A site visit is considered an eight (8) hour workday. Travel for one (1) site visit included. If additional site visit(s) and travel will require a change order.
3. Proposal assumes one set of high side CAISO main and backup meters.
4. Meters to be installed in existing meter enclosures wired with existing A-Base socket adapters.
5. Current lead time for meters is expected to be 32 weeks from client confirmation of the equipment. This is subject to change based on market fluctuations. Projected lead times will be provided at the time of procurement.
6. Equipment prices are based on current pricing. Pricing subject to change upon ordering. Ulteig will confirm with client before ordering.
7. At time of integration, all related items to be in place and functional by the Client including but not limited to: network communications, auxiliary power, KYZ wiring and UPS power. A complete list of what will be needed will be provided prior to integration. Pre travel checklist will be completed and submitted to Ulteig one week prior to deployment subject to a change order if checklist is completed and site is not ready upon arrival.
8. This proposal includes time for one (1) hour CAISO engineering dedicated meeting every other week, excluding conference calls dedicated to testing. Additional meetings will require a change order.
9. Ulteig to pass through manufacturer warranties for equipment.

## Deliverables

1. Settings files of meter in CAISO preferred format.
2. Final Documentation Packet including Factory Acceptance Test reports and MSVS forms.
3. Meter will be left with point maps as required by Client's SCADA systems.
4. Ulteig will work with Client and applicable entities to complete and submit meter related CAISO documentation necessary to complete the NRI process: Meter Config Forms, Meter Site Verification Sheets, and Point of Receipt Calculation Worksheets, etc.

## MILESTONE SCHEDULE

Engineering and Design to begin upon acceptance of proposal. Ulteig will request a Project Kickoff meeting with Client and key stakeholders to coordinate project details and logistics. All tasks to be completed in a timely fashion with the overall project timeline in consideration. A complete schedule will be provided once a clear and accurate project timeline is defined.

# PROFESSIONAL FEE

## Professional Fee – Base Scope of Work

Ulteig will provide engineering services for the following **lump sum** fees:

| Project Name                      | Fee             |
|-----------------------------------|-----------------|
| CAISO NRI                         | \$7,816         |
| CAISO Rig Reconfiguration         | \$6,557         |
| CAISO Metering                    | \$27,428        |
| Travel                            | \$4,285         |
| <b>TOTAL – Base Scope of Work</b> | <b>\$38,270</b> |

For NRI, Meter and RIG services and scope described above, the following milestone payments will be in effect:

| Milestone | Milestone Date | Description                     | Percentage of Contract |
|-----------|----------------|---------------------------------|------------------------|
| 1         | TBD            | Issuance of Purchase Order      | 25%                    |
| 2         | TBD            | Equipment Receipt & FAT Testing | 25%                    |
| 3         | TBD            | Completion of Work              | 50%                    |

## Proposal Terms

- This proposal is subject to establishment of mutually agreeable contract terms and conditions.
- Fees exclude sales, use, import and all other taxes as may be imposed by local, state, federal or other authorities.
- The work described herein will commence upon agreement on the project schedule and Ulteig's receipt of a formal notice to proceed.
- This proposal is valid for 30 days.



# EXHIBIT A

PROPOSAL TO PROVIDE

## Tulloch CAISO Meter Replacement

**Ulteig**

We listen. We solve.®



Prepared for:

**Tri-Dam Project**  
P.O. Box 1158  
Pinecrest, CA 95364

Prepared by:

**Dwain Botelho**  
dwain.botelho@ulteig.com | (916) 465-6247

Ulteig Project No.: 23.23813

**Ulteig Sacramento Office**  
11040 White Rock Road, Suite 100  
Rancho Cordova, CA 95670



We listen. We solve.™

May 10, 2023

Daniel Hogue  
P.O. Box 1158  
Pinecrest, CA 95364

**Subject: Proposal for CAISO Tulloch Meter Replacement**

Dear Mr. Daniel Hogue,

Thank you for the opportunity to submit a proposal for the CAISO Tulloch Meter Replacement project. At Ulteig, our Vision is to be widely regarded as a partner of choice for technical solutions. We do this by leveraging our industry experience, relationships, tools, and processes to enhance your experience during the duration of the project.

This proposal outlines our understanding of the project scope. We've subdivided this proposal out into three main sections:

- Project Understanding – Ulteig’s interpretation of the overall project scope and major deliverables.
- Milestone Schedule – Highlights the planned durations of major deliverable packages.
- Professional Fee – Estimated costs for the various packages.

Our main goal is to ensure project success by working collaboratively with key stakeholders during the lifecycle of this project to ensure that the project meets the requirements of schedule and budget. If you have any questions regarding our interpretation of the scope, our proposal, please let us know as we would be happy to walk you through our process.

We look forward to discussing this project further.

Sincerely,

**Dwain Botelho**  
Sr. Market Leader  
(916) 465-6247  
dwain.botelho@ulteig.com

**Joe Butterfield**  
Technical Manager  
(651) 415-3897  
joe.butterfield@ulteig.com



# TABLE OF CONTENTS

## **Project Understanding**

- CAISO NRI
- CAISO RIG Reconfiguration
- CAISO Metering

## **Milestone Schedule**

## **Professional Fee**



# PROJECT UNDERSTANDING

Ulteig plans to provide CAISO metering, RIG services and NRI services for the Tulloch Meter Replacement project located in Tuolumne, CA as follows:

## CAISO New Resource Implementation (NRI)

CAISO NRI has developed a Bucket System approach to receiving and completing CAISO related meter and RIG projects. Ulteig will assist in reaching project completion by leading the process, gathering necessary documentation and information (with the assistance of Client, submitting documents to CAISO, and filing the documents. Below is a breakdown of the exact documents and guidelines that Ulteig will undertake at each step of the NRI process:

### Getting Started

**Project Details Form:** The Project Details form will assign the project an internal CAISO tracking number. This number is crucial in referencing the project throughout its bucket process life cycle. Ulteig will complete this form with the assistance of Client and submit to CAISO. This will satisfy all prerequisites, allowing Client to move forward with formal Project Creation and the CAISO Bucket Process.

CAISO uses their Resource Interconnection Management System (RIMS) Application for all formal bucket submittals. To streamline the submittal process, Ulteig will need to gain read and write access to RIMS as a Secondary User Access Administrator (UAA). Ulteig will assist Client in establishing themselves as the Primary UAA in order to designate Ulteig as a Secondary UAA and gain access to RIMS.

### Bucket 2

- A. **ISO Meter Configuration Worksheet:** The ISO meter configuration worksheet will allow CAISO's metering group to setup their MV-90 system with the correct configuration to communicate with the Client meter. Ulteig will work with Client and meter provider to ensure document completion. Ulteig will submit to the ISO.

### Bucket 5

- A. **Meter Site Verification Data Sheet (MSVS):** This sheet must be completed by the CAISO authorized inspector. Once completed, Ulteig will submit to the ISO for completion of Bucket 5.

### Bucket 6

- A. **Certificate of Compliance:** A signed Certificate of Compliance will be issued by the ISO once the metering has been validated with live data and all documentation has been approved. Once this certificate is issued, the meter replacement project is complete.

### Assumptions

1. Ulteig will be named as authorized contact to submit deliverables to CAISO via RIMS on behalf of Client.
2. Ulteig will interact with the EDAS, NRI, and Regulatory Contracts groups within the CAISO regarding submittals.

## Deliverables

Ulteig will provide Client with all files and/or documents submitted to CAISO throughout the NRI process.

# CAISO RIG Reconfiguration

## Project Coordination

Ulteig will reconfigure the RTAC configuration build to connect to the newly installed meters. The RTAC's configuration will be modified to remap all existing functional meter data points in a like-for-like method. Ulteig will plan to work with the SCADA provider and plant operations to determine the details of additional telemetry requirements, including any newly requested points from CAISO, up to 10 total points (analog and digital). Coordination for point scaling, mapping, protocol determination will all be done prior to reprogramming. Once all coordination is complete, Ulteig will then move on to the reconfiguration of the RIG.

## RIG Reconfiguration

Once all coordination has been complete, Ulteig will work on the updates to the current RIG program. These updates will facilitate all new points CAISO has requested. Ulteig will confirm all parameters of the points. Local pretesting will occur once the new configuration has been complete. Once all points have been successfully pretested, we will then request point to point with CAISO.

## Outage, Site Testing and CAISO Point-to-Point Testing

Since this is an active metered site, Ulteig plans to have all fieldwork to reconfigure the CAISO RIG scheduled to be done in a one-day outage along with the new meter installations. A corresponding CAISO OMS outage will need to be obtained by the Client. During this outage, Ulteig will thoroughly pre-test the final RTAC configuration and then perform point-to-point testing with CAISO for the operation of each input and output is simulated. The data must flow over the ECN and CAISO representatives must confirm that they observe the proper operation and receipt of data at their EMS from the site RIG. Ulteig will support these efforts remotely.

## Closeout Documentation

Once testing is complete, Ulteig will provide proper closeout documentation of the CAISO RIG.

## Assumptions

1. No changes to the existing loss compensation scheme associated with meters or RIG are required.
2. Outage, Site work and Testing to be completed in one (1) day.
3. Site utilizes an existing Aggregate RIG. The RIG fee schedule for this proposal is specific to the engineering and technical services time for this project site's portion of metering changes within the RIG.
4. The existing CAISO RIG certificate does not expire until 2025.
5. CAISO Frequency Response points are already integrated within the RIG for the project site.
6. At time of integration, all related items to be in place and functional by the Client including but not limited to: enclosure mounting, auxiliary power, conduit runs, remote I/O wiring, field communication wiring.
7. No programming or coordination has been included to retrieve and/or program additional points into external devices.
8. Support for operational testing extending outside of the 4-hour CAISO testing windows is not included.
9. Remote connection is available and functioning prior to performing RIG updates.
10. Existing points list and settings files for each RIG to be provided to Ulteig.
11. No onsite support or travel is required.
12. No more than 10 new points will be added to the RIG.

## Deliverables

1. Settings files in SEL AcSELeRator database format or equivalent.
2. Ulteig will work with you and applicable entities to complete and submit RIG related CAISO documentation as necessary.

## CAISO Metering

### Material Selection and Procurement

Ulteig will create a bill of materials (BOM) which will include all pertinent equipment. Ulteig will provide two (2) Schneider Electric Ion 8650C socket meters to be installed into existing meter sockets. Meters will include Ethernet communications and KYZ option board with 4 outputs (Form-C).

### Factory Acceptance Testing

Ulteig will unpackage the meters and perform accuracy test with injected voltages and currents on meter to ensure CAISO accuracy compliance and proper load profile recording, prior to programming meter.

### Meter Design/Configuration

Ulteig will develop a complete meter configuration build to include all existing CAISO-related database points and attributed controls. The meter's configuration will also facilitate the integration of other relevant monitoring devices as required up to 50 total points (analogs and digitals). Ulteig will also assist in integrating our scope of work (meter, etc.) with Client's monitoring system's needs.

### Pre-Deployment End to End Testing

Ulteig will thoroughly test the final meter configuration during a Factory Acceptance Test. Injection test sets will be used to simulate site specific conditions. Functionality and scaling will be confirmed and tested at this time. Power failure scenarios will be introduced to testing scenarios with results documented. A final test report will be provided to Client ensuring success on all testing metrics.

### Installation Oversight and Coordination

Prior to installation, Ulteig will ensure CAISO requirements have been planned for confirming CT/PT polarities and accuracy ratings. Ulteig will coordinate the installation of the CAISO meters into Client meter sockets. The network cables, aux power, KYZ wiring, conduit runs, and terminations pertaining to the CAISO meters are within the Client's scope of work. Once all site prerequisites are met, Ulteig will deploy for meter installation. Ulteig will install the meter to CAISO requirements. Circuit burden test, meter accuracy checks, and communication confirmation to be performed at time of installation as well.

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Once point-to-point testing is complete, Ulteig will provide proper certification of the CAISO revenue meter and will prepare final documentation. This will include updates to as-built drawings and the completed commissioning check lists.

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3. Meter will be left with point maps as required by Client's SCADA systems.
4. Ulteig will work with Client and applicable entities to complete and submit meter related CAISO documentation necessary to complete the NRI process: Meter Config Forms, Meter Site Verification Sheets, and Point of Receipt Calculation Worksheets, etc.

## MILESTONE SCHEDULE

Engineering and Design to begin upon acceptance of proposal. Ulteig will request a Project Kickoff meeting with Client and key stakeholders to coordinate project details and logistics. All tasks to be completed in a timely fashion with the overall project timeline in consideration. A complete schedule will be provided once a clear and accurate project timeline is defined.

# PROFESSIONAL FEE

## Professional Fee – Base Scope of Work

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| Milestone | Milestone Date | Description                     | Percentage of Contract |
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| 1         | TBD            | Issuance of Purchase Order      | 25%                    |
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| 3         | TBD            | Completion of Work              | 50%                    |

## Proposal Terms

- This proposal is subject to establishment of mutually agreeable contract terms and conditions.
- Fees exclude sales, use, import and all other taxes as may be imposed by local, state, federal or other authorities.
- The work described herein will commence upon agreement on the project schedule and Ulteig's receipt of a formal notice to proceed.
- This proposal is valid for 30 days.



GENERAL MANAGER BOARD REPORT  
Summer Nicotero  
July 20, 2023

1. The FERC annual dam safety audit is scheduled for the end of July. Staff is preparing all requested documents in anticipation of the audit. FERC staff will physically tour all of our dams and associated facilities.
2. We have purchased the trucks that were authorized last month. Several have been delivered and will be built out using our existing truck beds. We had committed to two new beds last year when we ordered the Chevrolet trucks which we were able to make work with the Ford models we purchased. These new vehicles substantially improve our fleet. Once we finalize the delivery and build-out of all vehicles we will surplus and auction the old vehicles.
3. We are finalizing the bidding requirements for the Division Tower, Sand Bar Power Pole Replacement, Beardsley Trunnion Pin Repair, and Donnells Solar capital projects. We will be working with SSJID to ensure the tower build is mutually beneficial.
4. Provost and Pritchard have completed the “make-safe” work at the rockslide. In addition, their team has identified a repair plan for all the storm damaged locations. We are working through these items to prioritize the locations with the highest impact to begin repairs immediately.
5. The semi-annual disbursement is delayed as we are working through our financials. We expect to bring this item to the Board in August. In an effort to give a little insight into our financial standing, as of June 2023 we have exceeded our annual revenue budgets for both Project and Authority!

| Revenue   | Budget       | Actuals- Jan-June (est.) |
|-----------|--------------|--------------------------|
| Project   | \$27,075,000 | \$28,500,000             |
| Authority | \$ 4,508,500 | \$ 5,499,350             |

6. We are preparing for our data request from NERC for the Cyber-audit. Our submission is due at the end of July, with the onsite audit scheduled for the end of August. We are working with the consultant, Archer, to compile all the necessary documents and to prepare staff for the auditors.
7. We have contracted with Streamline to update our website. We will be migrating to the new platform in the next 2-3 months. This is going to help us manage our compliance with government code as well as ADA requirements. In addition, the web service is very simple

to use and will allow us to post and update our site in-house. OID uses the same platform. It is a very popular option for governmental entities.

8. Susan is transitioning into retirement and is training Justin Calbert to fill her spot on an interim basis. Justin has worked in Operations for the Project since 2015 and is already familiar with our Tulloch operation. I am grateful for Justin's willingness to dive in and learn as well as Susan's flexibility to ensure a smooth transition.
9. The next Advisory Committee meeting is scheduled for Monday, August 7 at the SSJID offices at 3 pm.

OPERATIONS SUPERVISOR BOARD REPORT  
July 20, 2023

**OPERATIONS:**

**Reservoir Data (A/F):**

| <b>FACILITY</b> | <b>STORAGE</b> | <b>MONTH CHANGE</b> |
|-----------------|----------------|---------------------|
| Donnells        | 58,772         | (699)               |
| Beardsley       | 82,038         | 27                  |
| Tulloch         | 64,563         | 4,882               |
| New Melones     | 2,038,072      | 197,165             |

**Outages:**

| <b>Plant</b> | <b>Dates</b> | <b>Duration</b> | <b>Cause</b> |
|--------------|--------------|-----------------|--------------|
|--------------|--------------|-----------------|--------------|

No plant outages to report.

**Operations Report:**

**New Melones Inflows:**

Total inflows for water year 22/23 as of June 30: 2,022,478 A/F

**District Usage:**

Total District usage for the water year 22/23 as of June 30: 195,818 A/F

**Precipitation:**

Total precipitation for the month of June: 1.10 inches

**Other Activities:**

1. Daily checks all powerhouses.
2. Completed Tulloch testing for WECC and CAISO.
3. Tulloch spillway road site meeting with spill profile and leakage tests.

**BEARDSLEY PRECIPITATION**

| YEAR        | JUL         | AUG         | SEPT        | OCT         | NOV         | DEC          | JAN          | FEB         | MAR          | APR         | MAY         | JUNE        | TOTAL                     |
|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|-------------|--------------|-------------|-------------|-------------|---------------------------|
| 1958-59     | 0.00        | 0.00        | 0.00        | 0.00        | 0.00        | 0.00         | 0.00         | 7.40        | 1.39         | 1.40        | 1.04        | 0.00        | 11.23                     |
| 1959-60     | 0.00        | 0.03        | 3.09        | 0.00        | 0.00        | 1.92         | 5.74         | 8.38        | 4.68         | 2.45        | 0.35        | 0.00        | 26.64                     |
| 1960-61     | 0.05        | 0.00        | 0.44        | 0.63        | 5.33        | 2.43         | 1.60         | 3.04        | 4.96         | 1.49        | 1.84        | 0.29        | 22.10                     |
| 1961-62     | 0.21        | 1.12        | 0.77        | 0.70        | 3.39        | 2.98         | 2.04         | 15.32       | 6.13         | 1.12        | 1.04        | 0.02        | 34.84                     |
| 1962-63     | 0.30        | 0.16        | 0.35        | 2.98        | 1.05        | 2.66         | 5.91         | 8.37        | 6.08         | 8.24        | 3.70        | 0.74        | 40.54                     |
| 1963-64     | 0.00        | 0.44        | 0.59        | 2.63        | 7.81        | 0.81         | 5.84         | 0.21        | 3.02         | 2.01        | 2.44        | 1.64        | 27.44                     |
| 1964-65     | 0.00        | 0.00        | 0.34        | 2.08        | 7.40        | 17.93        | 5.90         | 1.34        | 2.44         | 5.27        | 0.32        | 0.29        | 43.31                     |
| 1965-66     | 0.00        | 1.47        | 0.60        | 0.47        | 12.38       | 4.59         | 1.68         | 2.33        | 1.00         | 2.39        | 0.43        | 0.10        | 27.44                     |
| 1966-67     | 0.13        | 0.00        | 0.28        | 0.00        | 7.55        | 8.48         | 8.77         | 0.67        | 10.02        | 10.25       | 2.04        | 1.05        | 49.24                     |
| 1967-68     | 0.00        | 0.39        | 0.90        | 0.54        | 2.47        | 3.35         | 4.94         | 4.81        | 3.48         | 0.73        | 1.44        | 0.02        | 23.07                     |
| 1968-69     | 0.10        | 0.65        | 0.00        | 2.12        | 6.22        | 8.28         | 19.45        | 8.35        | 1.88         | 3.39        | 0.21        | 0.39        | 51.04                     |
| 1969-70     | 0.00        | 0.00        | 0.55        | 3.41        | 2.98        | 6.46         | 17.06        | 3.11        | 3.43         | 2.50        | 0.00        | 3.17        | 42.67                     |
| 1970-71     | 0.00        | 0.00        | 0.00        | 0.91        | 10.71       | 8.44         | 2.83         | 1.16        | 4.87         | 1.49        | 1.80        | 0.77        | 32.98                     |
| 1971-72     | 0.00        | 0.02        | 0.29        | 1.22        | 6.22        | 10.31        | 2.39         | 2.78        | 1.01         | 4.03        | 0.10        | 1.62        | 29.99                     |
| 1972-73     | 0.00        | 0.58        | 0.17        | 1.85        | 6.27        | 5.57         | 12.08        | 12.06       | 5.31         | 1.11        | 0.72        | 0.74        | 46.46                     |
| 1973-74     | 0.05        | 0.18        | 0.07        | 3.65        | 9.88        | 9.10         | 5.08         | 1.84        | 8.18         | 5.15        | 0.02        | 0.07        | 43.27                     |
| 1974-75     | 2.57        | 0.10        | 0.00        | 2.82        | 2.38        | 4.95         | 4.25         | 10.16       | 9.90         | 5.41        | 0.84        | 0.63        | 44.01                     |
| 1975-76     | 0.03        | 2.02        | 0.15        | 6.75        | 2.04        | 0.74         | 0.49         | 3.03        | 2.66         | 2.42        | 0.91        | 0.05        | 21.29                     |
| 1976-77     | 0.10        | 2.43        | 1.00        | 0.93        | 1.54        | 0.24         | 2.50         | 2.68        | 2.06         | 0.25        | 4.65        | 0.38        | 18.76 RECORD LOW          |
| 1977-78     | 0.00        | 0.00        | 0.58        | 0.24        | 4.76        | 9.72         | 10.85        | 8.31        | 8.67         | 7.97        | 0.19        | 0.23        | 51.52                     |
| 1978-79     | 0.08        | 0.00        | 3.98        | 0.07        | 3.17        | 4.43         | 8.45         | 7.60        | 6.05         | 1.86        | 2.88        | 0.02        | 38.59                     |
| 1979-80     | 0.17        | 0.03        | 0.00        | 4.66        | 4.63        | 5.22         | 14.62        | 13.03       | 3.61         | 3.09        | 4.33        | 0.77        | 54.16                     |
| 1980-81     | 0.43        | 0.02        | 0.03        | 0.71        | 0.58        | 3.04         | 8.05         | 2.69        | 6.26         | 1.67        | 1.42        | 0.00        | 24.90                     |
| 1981-82     | 0.06        | 0.00        | 0.15        | 5.27        | 8.76        | 8.39         | 6.08         | 8.08        | 11.23        | 8.19        | 0.12        | 1.34        | 57.67                     |
| 1982-83     | 0.03        | 0.02        | 4.02        | 8.78        | 11.30       | 7.32         | 10.83        | 14.34       | 12.86        | 6.29        | 0.74        | 0.12        | 76.65 RECORD HIGH         |
| 1983-84     | 0.01        | 0.09        | 3.86        | 1.35        | 16.44       | 12.75        | 0.27         | 5.51        | 3.56         | 2.70        | 0.84        | 1.31        | 48.69                     |
| 1984-85     | 0.00        | 0.05        | 0.73        | 3.97        | 10.28       | 2.58         | 1.52         | 3.13        | 5.84         | 0.86        | 0.07        | 0.28        | 29.31                     |
| 1985-86     | 0.30        | 0.12        | 2.64        | 3.09        | 7.71        | 4.52         | 4.70         | 21.98       | 8.43         | 2.37        | 1.58        | 0.00        | 57.44                     |
| 1986-87     | 0.02        | 0.00        | 2.18        | 0.00        | 0.49        | 0.73         | 3.42         | 5.89        | 5.21         | 0.79        | 1.63        | 0.15        | 20.51                     |
| 1987-88     | 0.00        | 0.00        | 0.00        | 2.19        | 2.22        | 5.79         | 5.42         | 0.88        | 0.73         | 3.15        | 1.66        | 0.79        | 22.83                     |
| 1988-89     | 0.00        | 0.00        | 0.05        | 0.07        | 6.96        | 4.29         | 1.45         | 2.73        | 10.08        | 1.41        | 0.74        | 0.02        | 27.80                     |
| 1989-90     | 0.00        | 0.33        | 3.28        | 4.30        | 3.02        | 0.00         | 4.75         | 3.40        | 2.75         | 1.66        | 3.46        | 0.21        | 27.16                     |
| 1990-91     | 0.00        | 0.11        | 0.59        | 0.41        | 1.62        | 1.30         | 0.40         | 1.79        | 16.08        | 1.74        | 2.54        | 1.54        | 28.12                     |
| 1991-92     | 0.17        | 0.10        | 0.32        | 5.54        | 2.32        | 3.10         | 1.97         | 7.68        | 4.58         | 0.45        | 0.45        | 1.66        | 28.34                     |
| 1992-93     | 3.26        | 0.35        | 0.00        | 3.05        | 0.44        | 9.61         | 12.19        | 8.74        | 6.29         | 2.07        | 1.24        | 2.43        | 49.67                     |
| 1993-94     | 0.00        | 0.00        | 0.00        | 1.25        | 2.11        | 1.97         | 2.93         | 7.08        | 0.86         | 3.71        | 2.22        | 0.00        | 22.13                     |
| 1994-95     | 0.00        | 0.00        | 0.77        | 2.82        | 7.92        | 3.68         | 18.32        | 1.14        | 18.76        | 6.98        | 6.72        | 1.02        | 68.13                     |
| 1995-96     | 0.05        | 0.00        | 0.00        | 0.00        | 0.35        | 9.13         | 10.32        | 11.17       | 6.81         | 3.94        | 5.51        | 1.24        | 48.52                     |
| 1996-97     | 0.05        | 0.01        | 0.23        | 2.55        | 7.14        | 16.19        | 18.16        | 0.80        | 0.53         | 0.82        | 0.51        | 1.24        | 48.23                     |
| 1997-98     | 0.17        | 0.00        | 0.33        | 1.39        | 4.99        | 3.70         | 12.86        | 16.30       | 6.69         | 4.94        | 6.46        | 1.35        | 59.18                     |
| 1998-99     | 0.00        | 0.00        | 2.84        | 0.49        | 5.12        | 3.13         | 8.93         | 9.71        | 2.63         | 3.03        | 1.28        | 1.03        | 38.19                     |
| 1999-00     | 0.00        | 0.13        | 0.18        | 1.05        | 3.51        | 0.51         | 11.68        | 14.13       | 2.58         | 3.70        | 2.72        | 1.06        | 41.25                     |
| 2000-01     | 0.00        | 0.07        | 0.96        | 3.17        | 1.01        | 1.59         | 4.69         | 4.70        | 3.08         | 5.39        | 0.00        | 0.07        | 24.73                     |
| 2001-02     | 0.02        | 0.00        | 0.60        | 1.17        | 6.97        | 9.75         | 2.56         | 2.13        | 6.88         | 2.29        | 2.02        | 0.00        | 34.39                     |
| 2002-03     | 0.00        | 0.00        | 0.09        | 0.00        | 7.42        | 11.17        | 1.12         | 3.50        | 3.81         | 9.36        | 2.69        | 0.00        | 39.16                     |
| 2003-04     | 0.09        | 1.32        | 0.06        | 0.00        | 2.88        | 9.97         | 2.79         | 8.52        | 1.07         | 0.17        | 0.55        | 0.02        | 27.44                     |
| 2004-05     | 0.02        | 0.00        | 0.19        | 7.66        | 2.93        | 6.67         | 10.52        | 6.95        | 9.35         | 3.35        | 5.76        | 0.80        | 54.20                     |
| 2005-06     | 0.00        | 0.11        | 0.71        | 1.70        | 3.34        | 17.72        | 7.75         | 5.26        | 10.14        | 10.55       | 1.97        | 0.10        | 59.35                     |
| 2006-07     | 0.08        | 0.00        | 0.01        | 1.53        | 3.56        | 5.25         | 2.08         | 8.70        | 1.30         | 2.61        | 1.33        | 0.10        | 26.55                     |
| 2007-08     | 0.01        | 0.17        | 0.34        | 1.02        | 0.95        | 5.01         | 10.15        | 6.69        | 0.87         | 0.26        | 2.85        | 0.00        | 28.32                     |
| 2008-09     | 0.00        | 0.00        | 0.00        | 1.65        | 6.17        | 5.08         | 5.88         | 6.98        | 6.78         | 1.97        | 3.37        | 0.79        | 38.67                     |
| 2009-10     | 0.00        | 0.10        | 0.00        | 4.37        | 1.31        | 5.89         | 7.97         | 5.86        | 4.92         | 6.66        | 3.65        | 0.06        | 40.79                     |
| 2010-11     | 0.00        | 0.00        | 0.00        | 8.67        | 7.15        | 14.21        | 2.15         | 5.76        | 15.22        | 1.94        | 2.94        | 3.21        | 61.25                     |
| 2011-12     | 0.00        | 0.00        | 1.56        | 3.13        | 1.77        | 0.00         | 6.25         | 1.62        | 5.96         | 4.76        | 0.37        | 0.92        | 26.34                     |
| 2012-13     | 0.00        | 0.00        | 0.00        | 1.27        | 5.78        | 12.56        | 0.64         | 0.93        | 3.26         | 1.11        | 1.48        | 0.80        | 27.83                     |
| 2013-14     | 0.00        | 0.00        | 0.72        | 0.56        | 1.80        | 1.22         | 1.59         | 9.23        | 6.17         | 3.43        | 0.98        | 0.05        | 25.75                     |
| 2014-15     | 0.52        | 0.03        | 1.03        | 0.15        | 3.72        | 7.25         | 0.13         | 4.49        | 0.43         | 3.08        | 2.75        | 0.80        | 24.38                     |
| 2015-16     | 0.39        | 0.00        | 0.11        | 2.26        | 5.36        | 9.74         | 9.53         | 1.74        | 9.19         | 3.13        | 1.82        | 0.34        | 43.61                     |
| 2016-17     | 0.00        | 0.00        | 0.00        | 7.26        | 3.19        | 8.30         | 22.25        | 20.47       | 5.49         | 8.06        | 0.59        | 0.46        | 76.07                     |
| 2017-18     | 0.00        | 0.09        | 1.44        | 0.50        | 7.34        | 0.42         | 5.20         | 0.76        | 14.50        | 3.70        | 1.02        | 0.00        | 34.97                     |
| 2018-19     | 0.00        | 0.00        | 0.00        | 1.92        | 8.21        | 3.07         | 9.84         | 15.37       | 8.97         | 2.07        | 7.43        | 0.46        | 57.34                     |
| 2019-20     | 0.00        | 0.00        | 0.63        | 0.00        | 1.39        | 10.58        | 2.09         | 0.08        | 7.50         | 3.87        | 3.09        | 0.33        | 29.56                     |
| 2020-21     | 0.00        | 0.23        | 0.10        | 0.00        | 2.38        | 3.40         | 7.28         | 2.44        | 2.83         | 1.31        | 0.18        | 0.00        | 20.15                     |
| 2021-22     | 0.09        | 0.00        | 0.18        | 7.51        | 0.95        | 13.37        | 0.04         | 0.36        | 0.96         | 4.14        | 0.39        | 0.31        | 28.30                     |
| 2022-23     | <b>0.00</b> | <b>0.29</b> | <b>2.27</b> | <b>0.02</b> | <b>3.83</b> | <b>12.65</b> | <b>21.85</b> | <b>5.43</b> | <b>15.48</b> | <b>0.22</b> | <b>1.12</b> | <b>1.10</b> | <b>64.26</b> Current Year |
| Average     | 0.15        | 0.21        | 0.74        | 2.23        | 4.70        | 6.18         | 6.74         | 6.15        | 5.88         | 3.38        | 1.88        | 0.63        | 38.87                     |
| 2021-22 +/- | (0.15)      | 0.08        | 1.53        | (2.21)      | (0.87)      | 6.47         | 15.11        | (0.72)      | 9.60         | (3.16)      | (0.76)      | 0.47        | 25.39                     |

ANNUAL AVERAGE **38.87**

INCHES +/- ANNUAL AVERAGE **25.39**

PERCENT OF ANNUAL AVERAGE **165%**

Updated as of 11-Jul-23

| July 6, 2023             | DRAINAGE<br>AREA<br>SQ. MILES | DRAINAGE<br>AREA<br>ACRES | WATER<br>IN<br>FEET | WATER<br>CONTENT<br>AC-FT | RECOVERY<br>AT<br>75% | RECOVERY<br>AT<br>70% | RECOVERY<br>AT<br>65%                   | RECOVERY<br>AT<br>60% | RECOVERY<br>AT<br>55%          | RECOVERY<br>AT<br>50% |
|--------------------------|-------------------------------|---------------------------|---------------------|---------------------------|-----------------------|-----------------------|---|-----------------------|--------------------------------|-----------------------|
| NO. FORK NEAR AVERY      | 163                           | 104,320                   | 4.108               | 428,547                   | 321,410               | 299,983               | 278,555                                 | 257,128               | 235,701                        | 214,273               |
| SO. FORK                 | 67                            | 42,880                    | 4.108               | 176,151                   | 132,113               | 123,306               | 114,498                                 | 105,691               | 96,883                         | 88,076                |
| MIDDLE FORK AT DONNELLS  | 230                           | 147,200                   | 4.108               | 604,698                   | 453,523               | 423,288               | 393,053                                 | 362,819               | 332,584                        | 302,349               |
| MIDDLE FORK AT BEARDSLEY | 309                           | 197,760                   | 4.108               | 812,398                   | 609,299               | 568,679               | 528,059                                 | 487,439               | 446,819                        | 406,199               |
| TOTAL                    |                               | 344,960                   |                     | 1,417,096                 | 1,062,822             | 991,967               | 921,112                                 | 850,257               | 779,403                        | 708,548               |
| MELONES DRAINAGE AREA    | 904                           | 578,560                   |                     |                           |                       |                       | MELONES INFLOW TO DATE                  | 2,022,478             | July 1, 2023                   |                       |
|                          |                               |                           |                     |                           |                       |                       | PROJECTED SNOW RUNOFF<br>(65% RECOVERY) | 921,112               | Projected April to July runoff |                       |
| STORAGE ON JUNE 1, 2023  |                               | MAX STOR                  | DIFFERENCE          |                           |                       |                       | UPSTREAM STORAGE RETENTION              | 50,000                |                                |                       |
| NEW MELONES              | 1,840,907                     | 2,419,523                 | (578,616)           |                           |                       |                       | PROJECTED MELONES INFLOW                | 2,893,590             |                                |                       |
| DONNELLS                 | 58,894                        | 64,325                    | (5,431)             |                           |                       |                       |   |                       |                                |                       |
| BEARDSLEY                | 83,026                        | 97,802                    | (14,776)            |                           |                       |                       |   |                       |                                |                       |
| NEW SPICER               | 189,235                       | 189,000                   | 235                 |                           |                       |                       |   |                       |                                |                       |
| TOTAL                    | 331,155                       | 351,127                   | (19,972)            |                           |                       |                       |   |                       |                                |                       |

## MAINTENANCE BOARD REPORT

Daniel Hogue

July 20, 2023

1. Routine summer Tulloch reservoir maintenance
2. Repairs to Donnell's Dam Cottage completed. Upgraded the alarm system and added door alarm to SCADA to enable remote monitoring.
3. New Strawberry peak RTU installed to add physical security controls to the site.
4. GM Residence siding repairs in progress from aggressive bird damage. Various other small items repaired as well
5. Fleet vehicle acquisition
6. Mod 25 (Exciter testing) completed at Tulloch
7. Tulloch PTZ repair
8. Spill Gate 4 Breaker repair
9. Log booms broken and debris flushed Beardsley
10. Beardsley service center machine shop rewired for housekeeping purposes.

## REGULATORY AFFAIRS BOARD REPORT

Susan Larson

July 20, 2023

### FERC Compliance

- Hells Half Acre Road. The USFS has formally approved all aspects of the project to allow construction of the roadway improvements. In February 2023, the Board authorized a PSA with Provost & Pritchard (P&P) to assist Tri-Dam with bidding support services at a total amount of \$148,100.00. To date, \$1,248.00 has been expended with no additional invoices pending. Provost & Pritchard has provided a cost for bidding support services for Hells Half of \$30,200.00, thus staff will authorize P&P to prepare and circulate bidding documents. Once bids are received, they will be brought to the Board for formal award of the contract, and approval of the PSA with P&P for construction engineering services. Provost & Pritchard has prepared an opinion of probable construction costs of \$668,188, including construction and engineering support (copy attached).
- Tulloch 5-Year invasive species update. The final 5-year update was filed timely with FERC, in advance of the June 27, 2023 deadline.
- Tulloch Day Use Site. The Day Use Site is officially open and receiving positive comments from users. Contracts with qualifying firms are in place for landscaping services, being performed each week and janitorial services multiple times each week. Staff continues to work with the contractor to complete some corrective items within the restrooms.
- Tulloch Shoreline Erosion. Tri-Dam's FERC license for Tulloch requires monitoring of a number of sites around the reservoir on an ongoing basis, and to implement remediation where needed. Every five (5) years, Tri-Dam is required to prepare a report and file with FERC of the current status, and any site remediation performed. Several years ago, RFP's were circulated to perform work at three (3) sites as recommended by consulting engineer, McMillan Jacobs. The RFP process demonstrated that work would be much more efficient if performed during an extra-drawdown year, thus the RFP's are being circulated again this winter season as the reservoir will be drawn down to extra low levels for the FERC 10-year radial gate inspections and DSOD inspections. Bidding of this project would be performed by Provost & Pritchard under the PSA approved by the Board in February 2023 at \$148,100.00. With the \$1,248.00 already spent, and the \$30,200.00 for Hells Half Acre, this would leave a balance of \$116,652.00 on this account. The 2023 budget included \$500,000.00 for this work, which may carry forward into 2024 depending upon actual construction timing.
- Part 12D Reports. Following receipt of comments by FERC staff, Tri-Dam filed the updated plan and schedule as required. The updated filing is currently under review.
- Beardsley Non-Capacity Amendment. Tri-Dam is currently working with FERC on this matter, following receipt of initial questions from FERC about the turbine capacity, and alignment with the generator rating.

## Permit and Other Assignments

- Work on permits, site reviews, and compliance questions for various properties at Tulloch.
- Respond to daily inquiries from the public.
- Permits, inspections and file documentation. To date, 19 applications have been submitted in 2023.
- Tulloch compliance matters, as required.
- Working on pending litigation matters, as required.



**OPINION OF PROBABLE CONSTRUCTION COST**

**Tri-Dam Project**  
**HELLS HALF ARCE ROAD REPAIR PROJECT**  
 July 7, 2023

| Item No.   | Work Description  | Estimated Quantity | Unit      | Unit Price    | Operation Total  |
|--|---|--------------------|-----------|---------------|------------------|
| 1  | Mobilization/demobilization, bonds & insurance                                | 1                  | LS        | \$ 65,000.00  | \$65,000         |
| 2  | Prepare & Implement SWPPP   | 1                  | LS        | \$ 5,000.00   | \$5,000          |
| 3  | Prepare & Implement DCP   | 1                  | LS        | \$ 5,000.00   | \$5,000          |
| 4  | Remove Existing Trees (As noted on plans)                                     | 1                  | LS        | \$ 75,000.00  | \$75,000         |
| 5  | Remove Rock Outcrops (As noted on plans)                                      | 1                  | LS        | \$ 30,000.00  | \$30,000         |
| 6  | Remove Existing 12" Culvert   | 1                  | LS        | \$ 2,000.00   | \$2,000          |
| 7  | Aggregate Base  | 197                | TON       | \$ 150.00     | \$29,531         |
| 8  | Cobbles in V-Ditch  | 125                | TON       | \$ 150.00     | \$18,681         |
| 9  | Place Rip Rap   | 2                  | TON       | \$ 500.00     | \$1,000          |
| 10   | Excavate Existing Material  | 544                | CY        | \$ 50.00      | \$27,207         |
| 11   | Excavate and Haul From Stock Pile To The Road Repair Location 1.65 Miles Away | 1563               | CY        | \$ 75.00      | \$117,242        |
| 12   | Grade, Place and Finish Stock Pile and Cut Material At Road Repair Location   | 2652               | CY        | \$ 50.00      | \$132,576        |
| 13   | Install Signage   | 1                  | LS        | \$ 2,500.00   | \$2,500          |
| 14   | Install 36" Corrugated Metal Pipe   | 70                 | LF        | \$ 350.00     | \$24,500         |
|  | Total Estimated Cost  |                    | SUBTOTAL: |               | \$535,238        |
|  | Contingency - 10%   |                    |           | 10%           | \$53,500         |
| <b>Total Contractor Construction Budget</b>                |   |                    |           |               | <b>\$588,738</b> |
|  | Bidding Support and Engineering Support During Construction                   |                    |           |               | 79,450           |
| <b>*Total Estimated Budget (2023 Construction Dollars)</b> |   |                    |           | <b>TOTAL:</b> | <b>\$668,188</b> |



## Tri-Dam Project Generation & Revenue Report 2023

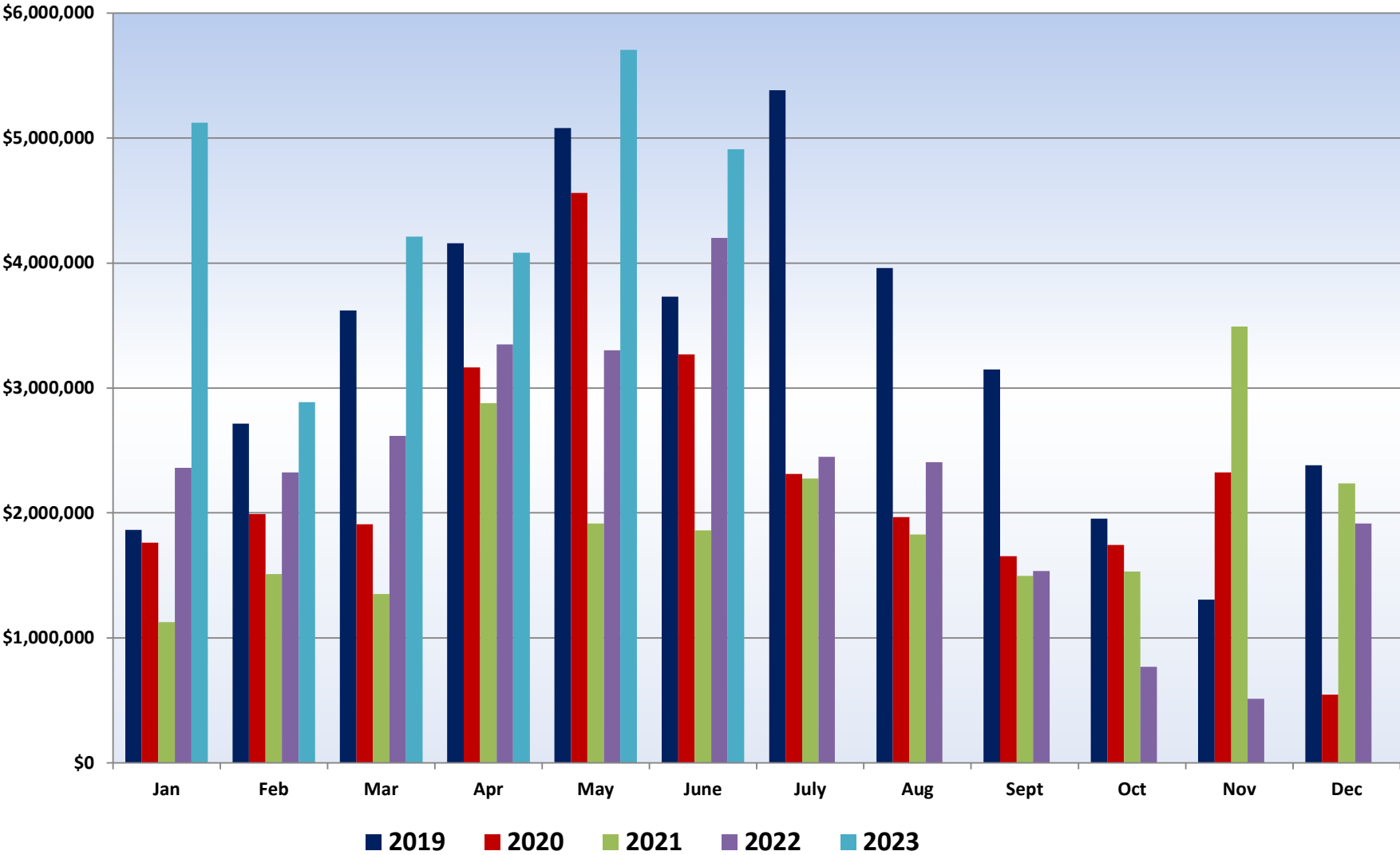
|              | <b>Donnells</b>                |                           |                          |                     | <b>Beardsley</b>               |                           |                     | <b>Tulloch</b>                 |                           |                     | <b>Project Total</b>           |                           |                     |
|--------------|--------------------------------|---------------------------|--------------------------|---------------------|--------------------------------|---------------------------|---------------------|--------------------------------|---------------------------|---------------------|--------------------------------|---------------------------|---------------------|
|              | Average Generation (1958-2018) | 2023 Net Generation (kWh) | Avoided Generation (kWh) | 2023 Energy Revenue | Average Generation (1958-2018) | 2023 Net Generation (kWh) | 2023 Energy Revenue | Average Generation (1958-2018) | 2023 Net Generation (kWh) | 2023 Energy Revenue | Average Generation (1958-2018) | 2023 Net Generation (kWh) | 2023 Energy Revenue |
| JAN          | 17,389,989                     | 50,302,120                | -                        | \$4,024,170         | 3,150,048                      | 8,075,579                 | \$646,046           | 4,271,885                      | 5,667,702                 | \$453,416           | 24,811,922                     | 64,045,400                | \$5,123,632         |
| FEB          | 17,229,608                     | 26,972,429                | -                        | \$2,157,794         | 2,927,753                      | 7,428,960                 | \$594,317           | 5,024,913                      | 1,668,267                 | \$133,461           | 25,182,274                     | 36,069,657                | \$2,885,573         |
| MAR          | 23,070,659                     | 34,546,717                | -                        | \$2,763,737         | 3,584,274                      | 8,181,638                 | \$654,531           | 7,580,691                      | 9,910,971                 | \$792,878           | 34,235,623                     | 52,639,326                | \$4,211,146         |
| APR          | 31,686,865                     | 27,387,689                | 1,040,000                | \$2,274,215         | 4,717,464                      | 8,113,601                 | \$649,088           | 10,811,027                     | 14,474,823                | \$1,157,986         | 47,215,356                     | 49,976,113                | \$4,081,289         |
| MAY          | 41,216,149                     | 25,033,384                | 21,620,370               | \$3,732,300         | 5,799,593                      | 8,186,918                 | \$654,953           | 12,131,040                     | 16,481,291                | \$1,318,503         | 59,146,782                     | 49,701,593                | \$5,705,757         |
| JUN          | 42,555,036                     | 35,463,600                | -                        | \$2,837,088         | 6,336,073                      | 8,112,548                 | \$649,004           | 12,084,818                     | 17,794,079                | \$1,423,526         | 60,975,928                     | 61,370,227                | \$4,909,618         |
| JUL          | 36,444,466                     | -                         | -                        | \$0                 | 6,629,514                      | -                         | \$0                 | 12,609,174                     | -                         | \$0                 | 55,683,154                     | -                         | \$0                 |
| AUG          | 27,568,740                     | -                         | -                        | \$0                 | 6,269,748                      | -                         | \$0                 | 11,868,293                     | -                         | \$0                 | 45,706,781                     | -                         | \$0                 |
| SEP          | 20,111,167                     | -                         | -                        | \$0                 | 5,223,523                      | -                         | \$0                 | 8,577,620                      | -                         | \$0                 | 33,912,310                     | -                         | \$0                 |
| OCT          | 12,743,535                     | -                         | -                        | \$0                 | 3,752,220                      | -                         | \$0                 | 4,664,124                      | -                         | \$0                 | 21,159,879                     | -                         | \$0                 |
| NOV          | 12,042,987                     | -                         | -                        | \$0                 | 2,794,775                      | -                         | \$0                 | 2,487,256                      | -                         | \$0                 | 17,325,019                     | -                         | \$0                 |
| DEC          | 14,354,891                     | -                         | -                        | \$0                 | 3,713,920                      | -                         | \$0                 | 3,288,702                      | -                         | \$0                 | 21,357,513                     | -                         | \$0                 |
| <b>Total</b> | <b>296,414,092</b>             | <b>199,705,939</b>        | <b>22,660,370</b>        | <b>\$17,789,305</b> | <b>54,898,907</b>              | <b>48,099,243</b>         | <b>\$3,847,939</b>  | <b>95,399,542</b>              | <b>65,997,133</b>         | <b>\$5,279,771</b>  | <b>446,712,540</b>             | <b>313,802,315</b>        | <b>\$26,917,015</b> |

Note: Price per MWh is \$80.00

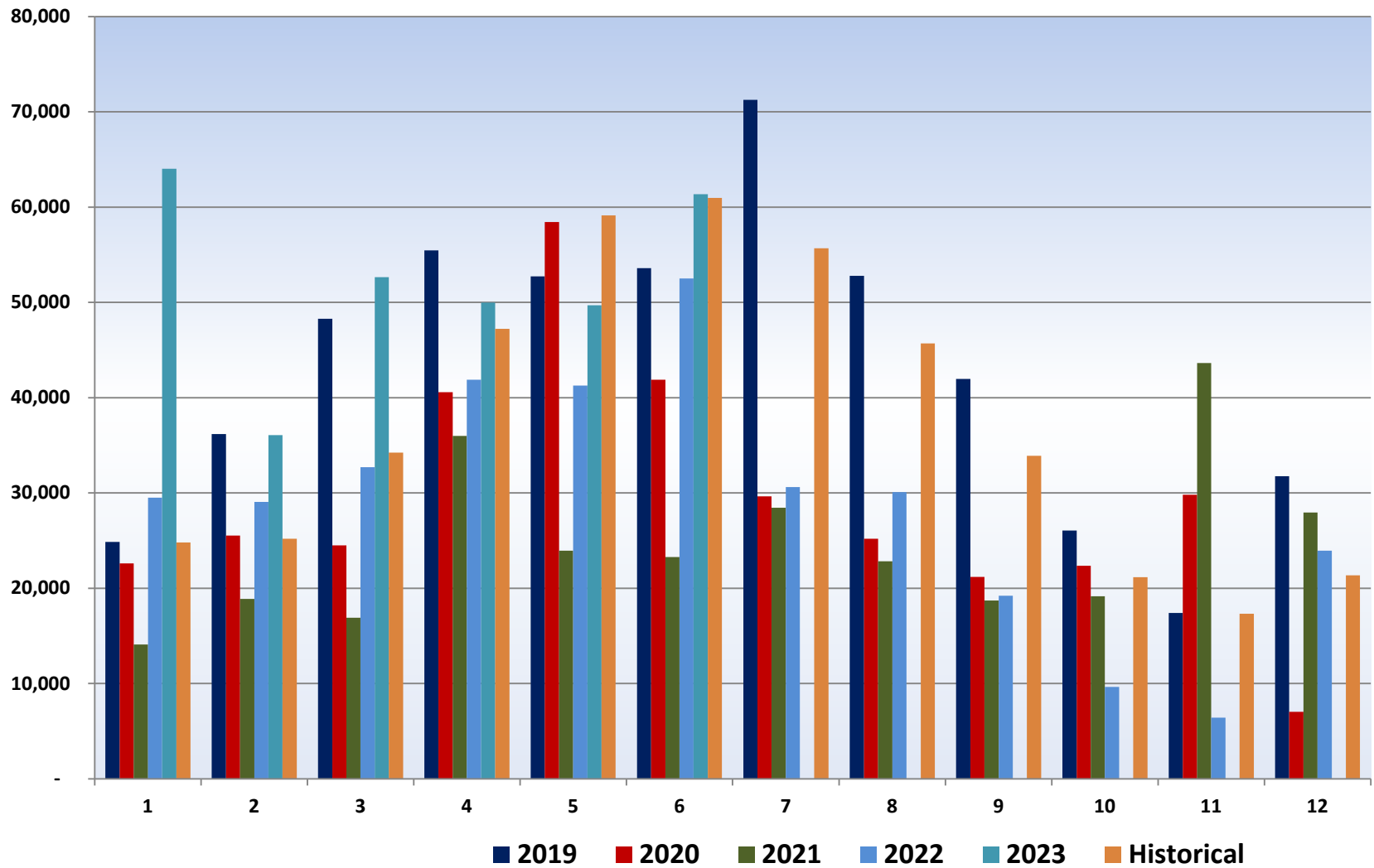
### Tri-Dam Power Authority - Sand Bar

|              | Average Generation (1958-2018) | 2023 Net Generation (kWh) | Avoided Generation (kWh) | 2023 Energy Revenue | PG&E Coordination Payment | Total Revenue      |
|--------------|--------------------------------|---------------------------|--------------------------|---------------------|---------------------------|--------------------|
| JAN          | 4,663,654                      | 11,625,894                | -                        | \$930,072           | \$0                       | \$930,072          |
| FEB          | 3,946,606                      | 10,595,708                | -                        | \$847,657           | \$0                       | \$847,657          |
| MAR          | 5,290,014                      | 11,889,429                | -                        | \$951,154           | \$0                       | \$951,154          |
| APR          | 6,873,822                      | 10,211,311                | 1,325,750                | \$922,965           | \$0                       | \$922,965          |
| MAY          | 8,065,189                      | 11,577,399                | -                        | \$926,192           | \$0                       | \$926,192          |
| JUN          | 8,750,023                      | 11,516,386                | -                        | \$921,311           | \$0                       | \$921,311          |
| JUL          | 9,133,101                      | -                         | -                        | \$0                 | \$0                       | \$0                |
| AUG          | 8,560,581                      | -                         | -                        | \$0                 | \$0                       | \$0                |
| SEP          | 6,928,285                      | -                         | -                        | \$0                 | \$0                       | \$0                |
| OCT          | 4,898,944                      | -                         | -                        | \$0                 | \$0                       | \$0                |
| NOV          | 2,947,604                      | -                         | -                        | \$0                 | \$0                       | \$0                |
| DEC          | 5,554,123                      | -                         | -                        | \$0                 | \$0                       | \$0                |
| <b>Total</b> | <b>75,611,948</b>              | <b>67,416,127</b>         | <b>1,325,750</b>         | <b>\$5,499,350</b>  | <b>\$0</b>                | <b>\$5,499,350</b> |

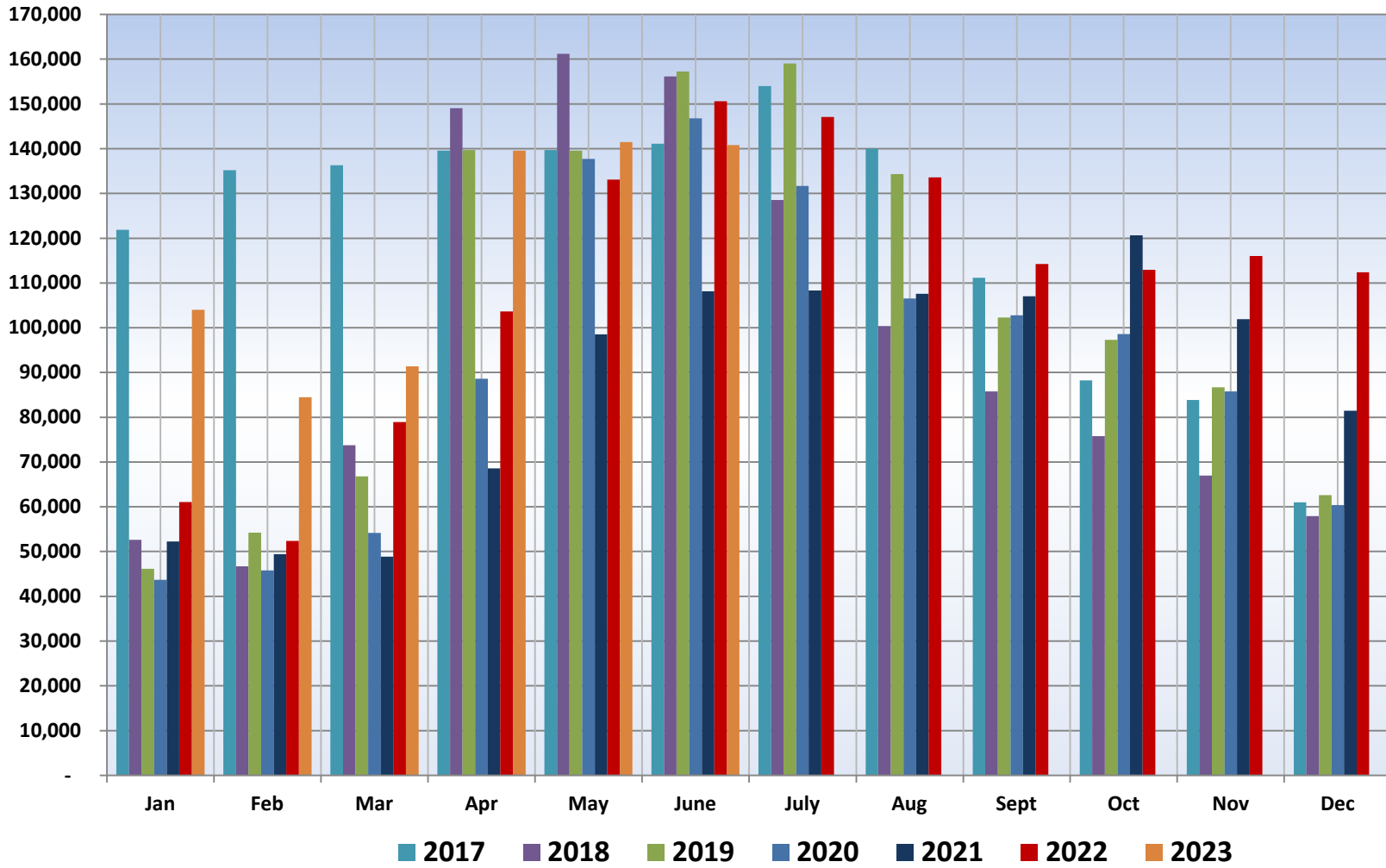
# Tri-Dam Project Generation Revenue



# Tri-Dam Project Total Generation - MWh



## Tri-Dam Project Storage AF - Donnellis & Beardsley



## WESTERN PRICE SURVEY

### [7] Natural Gas Values, CAISO Demand Flag

Western natural gas prices sagged despite starting the month with solid electricity demand and increased natural gas use.

California Independent System Operator grid demand reached 36,076 MW July 1, but diminished as the week progressed. By July 6, grid demand had contracted by almost 4,700 MW.

Likewise, Western natural gas prices retreated by between 7 cents and \$2.25 in June 29 to July 6 trading. SoCal CityGate gas lost the most value, falling by \$2.25 to \$3.24/MMBtu, but did log the highest regional price.

Markets were closed July 4 in observance of Independence Day.

Prices at California hubs “remained elevated compared with other U.S. pricing hubs,” the U.S. Energy Information Administration noted in its weekly report. Natural gas use in the state’s electric power sector grew by 1 Bcf per day week over week, a 92-percent increase. The EIA report week spans Wednesday to Wednesday.

Henry Hub natural gas ticked up a penny in trading, ending at \$2.52/MMBtu.

National working natural gas in storage was 2,977 Bcf as of June 30, according to the EIA. This is a net change of 72 Bcf compared with the previous week, with an implied flow of 68 Bcf due to storage reclassifications.

Total U.S. natural gas use increased by 4.6 Bcfd week over week to 73.9 Bcfd on average, a 6.6-percent increase, according to the EIA. The amount of natural gas used for power generation increased by 4.6 Bcfd, or 11.7 percent, week over week.

Most Western peak power prices fell by between 85 cents and as much as \$16.15 in value across the abbreviated trading period. Palo Verde peak power dropped by \$16.15 to \$48.85/MWh. In contrast, California-Oregon Border peak power surged by \$35.65, ending at \$94.65/MWh.

COB and Palo Verde peak power values were not available July 3 or July 5.

Off-peak power prices generally increased, led by Mid-Columbia nighttime power, which added \$22.85 to reach \$61.85/MWh. Palo Verde off-peak power proved the exception, down \$2 to \$38/MWh.

**In June, the average high peak price at Henry Hub was \$2.71/MMBtu, \$6.76 less than the 2022 high of \$9.47/MMBtu (see “Price Trends,” next page).**

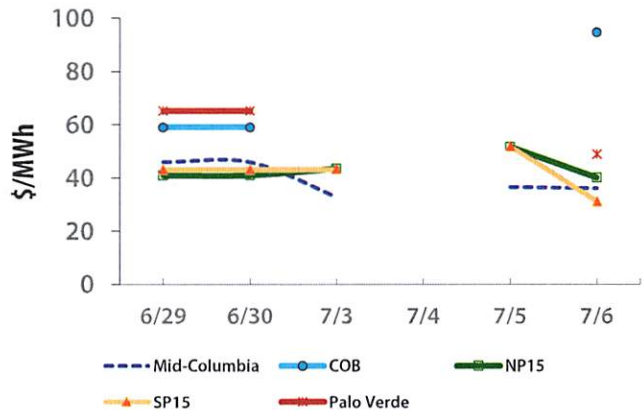
Western energy prices in June 2022 were notably high due to a confluence of issues, including demand, high natural gas prices and natural gas system constraints. Power prices topped out at \$200/MWh and natural gas prices hovered between \$9/MMBtu and more than \$10/MMBtu.

SoCal Border natural gas dropped \$7.10 year over year, ending at \$2.90/MMBtu.

Average Western peak power prices in June dropped by between \$4.10 and almost \$155 compared with the year prior. **—Linda Dailey Paulson**

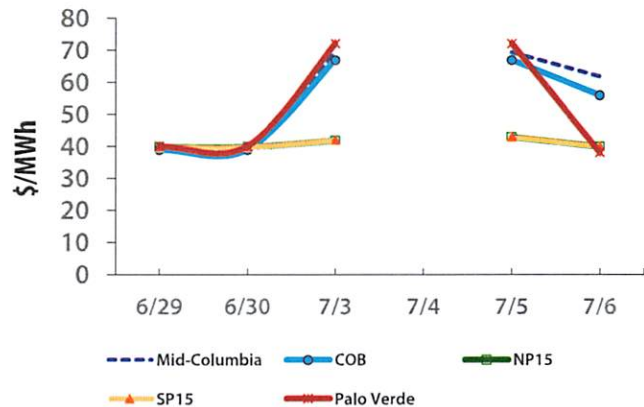
#### Average Peak Power Prices

Thurs., 06/29 - Thurs., 07/06



#### Average Off-Peak Prices

Thurs., 06/29 - Thurs., 07/06



#### Average Natural Gas Prices (\$/MMBtu)

|                | Thurs. 06/29 | Thurs. 07/06 |
|----------------|--------------|--------------|
| Henry Hub      | 2.51         | 2.52         |
| Sumas          | 2.50         | 2.19         |
| Alberta        | 2.52         | 2.45         |
| Malin          | 2.77         | 2.49         |
| Opal/Kern      | 2.73         | 2.29         |
| Stanfield      | 2.63         | 2.29         |
| PG&E CityGate  | 4.35         | 3.85         |
| SoCal Border   | 2.90         | 2.58         |
| SoCal CityGate | 5.49         | 3.24         |
| EP-Permian     | 2.32         | 2.10         |
| EP-San Juan    | 2.73         | 2.33         |

Power/gas prices courtesy Enerfax



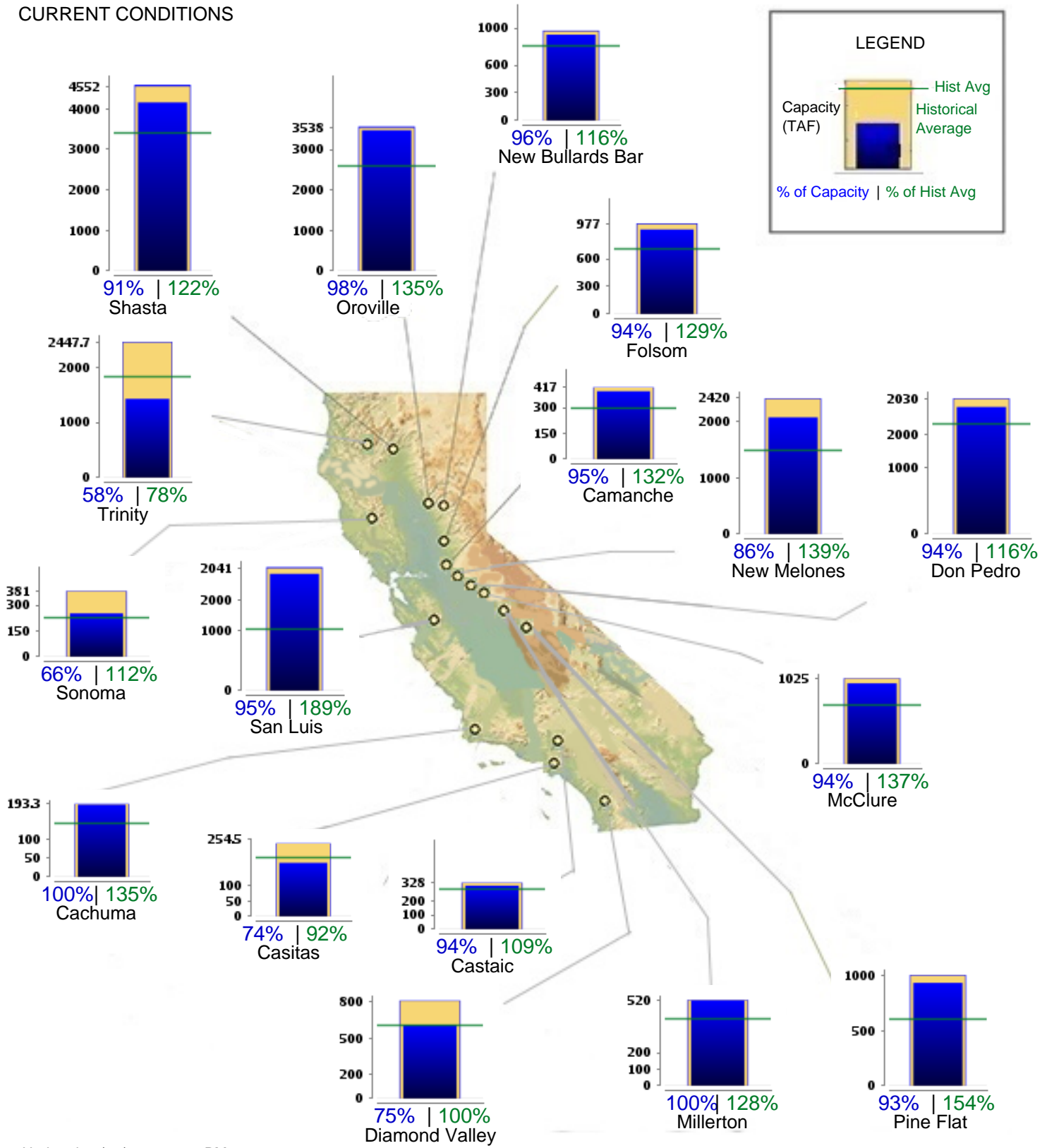
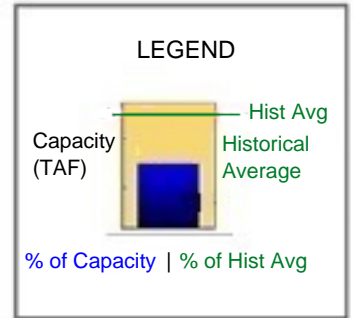


# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - July 10, 2023

### CURRENT CONDITIONS





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1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

July 10, 2023

Tri Dam Project  
Summer Nicotero  
P.O. Box 1158  
Pinecrest, CA 95364

**Re: June 2023 Invoices**

Dear Miss Nicotero:

Enclosed are invoices for consulting services provided by FISHBIO during June. Services provided for each project are summarized below.

**Oakdale RST Monitoring**

Rotary screw trap monitoring continued during June to estimate the abundance of juvenile Chinook salmon entering the predator study reach as available prey. Sampling concluded for the season on June 23. More information on catch this season is available in the enclosed San Joaquin Basin Field Report.

**Non-Native Investigation/ Predator Study**

The fifth panned sampling event was completed during early June and was planned to be the final sampling event of the season. However, given the unusually cool conditions this year and that the lowermost section of the river, which could not be sampled previously due to river closure had re-opened, a second sampling event was conducted during June for a total of 6 events this year, the final season of the WIIN Act study. More information is available in the enclosed San Joaquin Basin Field Report.

**Stock-recruit Analysis**

During June we finalized the stock-recruit model which predict salmon production to Oakdale and survival to Caswell. This process included exploring uncertainty in carcass survey, weir, and rotary screw trap estimates and sensitivity of the models to certain data points. Following model development, initial scenarios of flow and reservoir storage under historical operations, the stepped release plan, and the State Water Resources Control Board's 40% unimpaired flow were fed into the model to predict juvenile production at both Oakdale and Caswell. We received the simulation results from the subcontractor on June 30 and are meeting with him on July 11 to discuss these findings.

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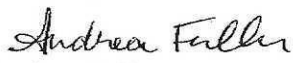


1617 S. Yosemite Avenue • Oakdale, CA 95361 • Phone: (209) 847-6300 • Fax: (209) 847-1925

***Budget Summary***

| <b>2023</b>               | <i>RST</i><br><i>Monitoring</i> | <i>Non-natives</i>  | <i>O. mykiss</i><br><i>Census</i> | <i>Stock-recruit</i> | <i>Total</i>         |
|---------------------------|---------------------------------|---------------------|-----------------------------------|----------------------|----------------------|
| <i>Jan</i>                | \$ 18,005.00                    | \$ 25,460.00        | \$ -                              | \$ 2,182.50          | \$ 45,647.50         |
| <i>Feb</i>                | \$ 23,655.85                    | \$ 67,771.62        | \$ -                              | \$ 2,712.50          | \$ 94,139.97         |
| <i>Mar</i>                | \$ 16,625.93                    | \$ 69,349.50        | \$ -                              | \$ 1,360.00          | \$ 87,335.43         |
| <i>Apr</i>                | \$ 16,800.77                    | \$ 36,640.42        | \$ -                              | \$ 4,015.00          | \$ 57,456.19         |
| <i>May</i>                | \$ 9,883.39                     | \$ 42,236.12        | \$ -                              | \$ 14,345.00         | \$ 66,464.51         |
| <i>Jun</i>                | \$ 5,379.89                     | \$ 62,191.32        | \$ -                              | \$ 28,385.00         | \$ 95,956.21         |
| <b>TOTAL</b>              | <b>\$ 90,350.83</b>             | <b>\$303,648.98</b> | <b>\$ -</b>                       | <b>\$ 53,000.00</b>  | <b>\$ 446,999.81</b> |
| <i>Estimated<br/>2023</i> | \$ 90,000.00                    | \$450,000.00        | \$ 60,000.00                      | \$165,000.00         | \$ 765,000.00        |
| <i>Remaining</i>          | \$ (350.83)                     | \$146,351.02        | \$ 60,000.00                      | \$112,000.00         | \$ 318,000.19        |

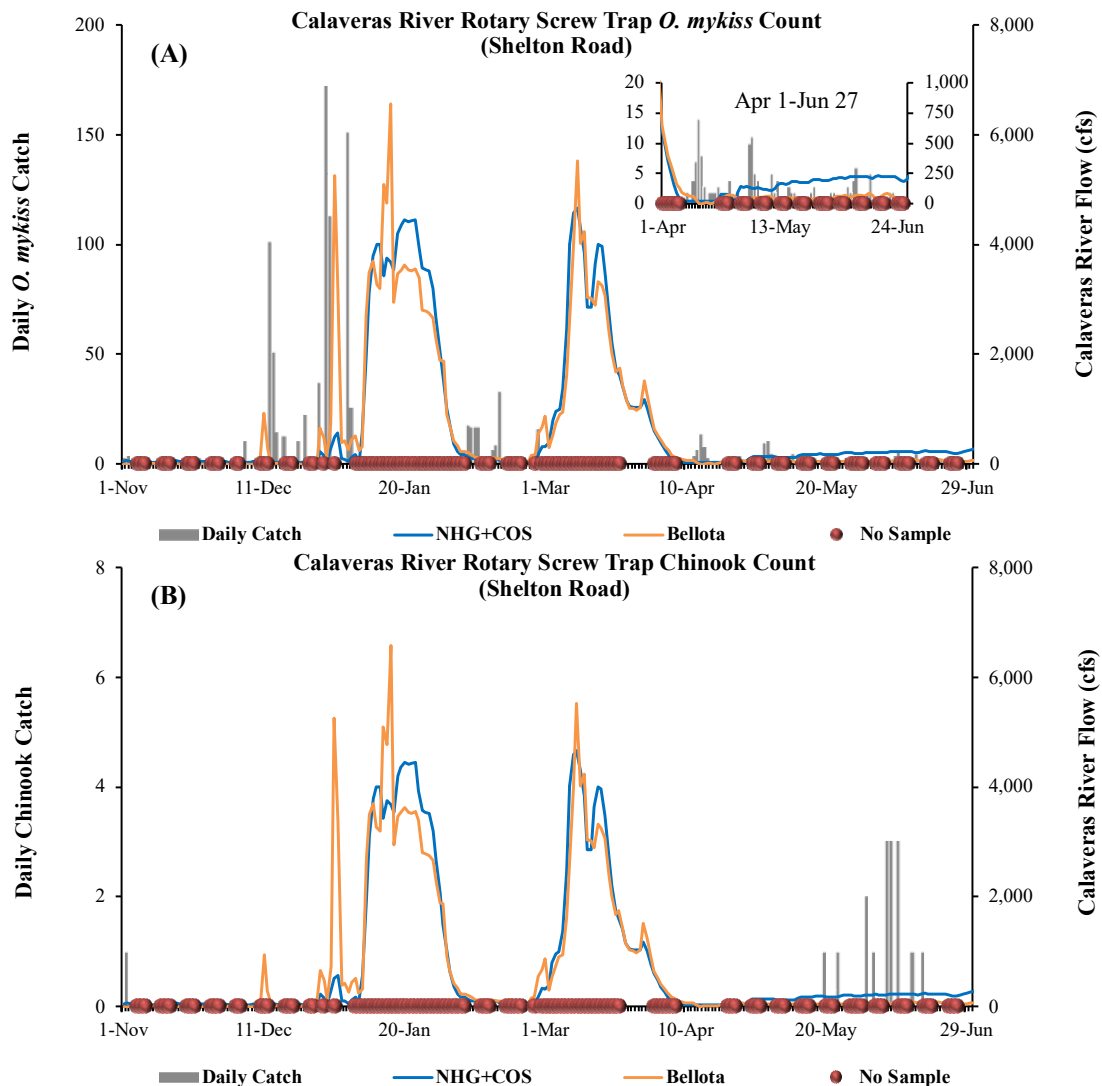
Sincerely,

  
Andrea Fuller

## SJB June Field Report

### Juvenile Outmigration Monitoring

The Calaveras River RST operated 18 days in June, and 27 young-of-the-year (YOY; <100 mm) and eight Age 1+ ( $\geq 100$ -299 mm) *O. mykiss* were captured during the month, increasing the combined (YOY, Age 1+ and adult) season total to 1,051 (Figure 1A). A total of 444 fish have been implanted with Passive Integrated Transponder (PIT) tags this season. Additionally, 12 juvenile Chinook salmon were captured during the month increasing the season total to 17 salmon (Figure 1B).



**Figure 1. Daily (A) *O. mykiss* and (B) Chinook salmon catch at the Calaveras River rotary screw trap at Shelton Road and Calaveras River flow at New Hogan Dam (NHG) and Bellota (MRS).**

The Stanislaus River RST at Oakdale (RM 40) operated 14 days during June. A total of 422 juvenile Chinook salmon were captured during the month, increasing the season total to 55,382 (Figure 2A). Daily catch ranged from 7 to 56 Chinook during the month. The Oakdale trap was operated Monday-Friday and raised for the weekends during June. Sampling concluded June 23 concurrent with the final electrofishing event of the NMativ Fish Plan study.

The Stanislaus River RST at Caswell (RM 9) operated 19 days during June, and a total of 70 juvenile Chinook salmon were captured, increasing the season total to 2,280 (Figure 2B). The Caswell traps will be raised on weekends and during periods of higher river traffic for the remainder of the sampling.

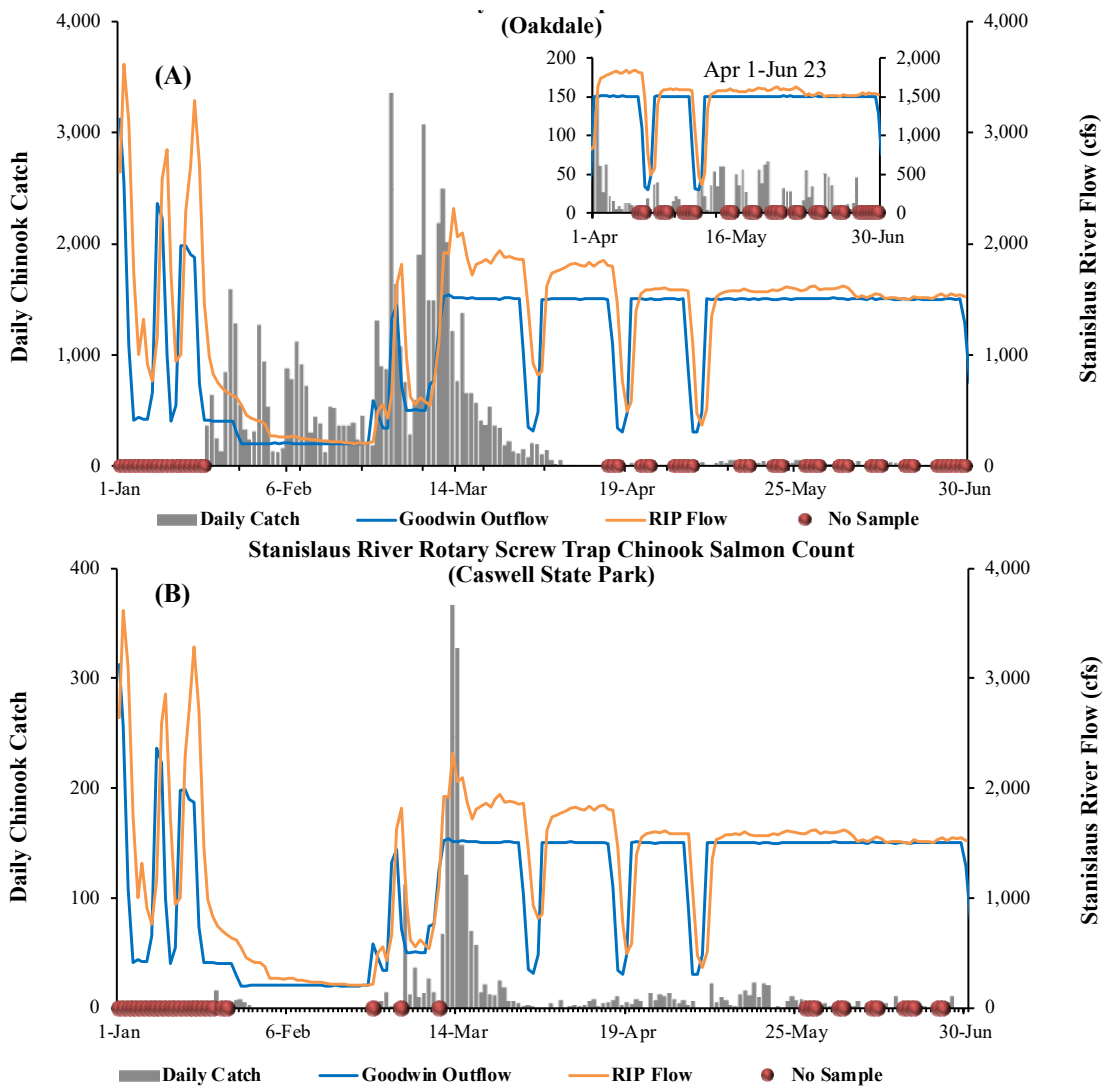


Figure 1. Daily Chinook salmon catch at the Stanislaus River rotary screw traps at Oakdale (A) and Caswell (B) and Stanislaus River flow at Goodwin Dam (GDW) and Ripon (RIP).

The Tuolumne River RST at Waterford (RM 30) operated 18 days during June. Releases from La Grange Dam were approximately 9,000 cfs at the beginning of the month and gradually decreased to 1,620 cfs by the end of June. Only one juvenile Chinook salmon was captured, increasing the season total to 3,339 (Figure 3A). Sampling at the Waterford trap concluded on June 30.

The Tuolumne River RSTs at Grayson (RM 5) operated 18 days during June. River flow near Modesto was approximately 10,300 cfs at the beginning of the month and gradually decreased to 2,620 cfs by the end of June. Only one Chinook salmon was captured, increasing the season total to 240 Chinook salmon (Figure 3B). Sampling at the Grayson traps also concluded on June 30.

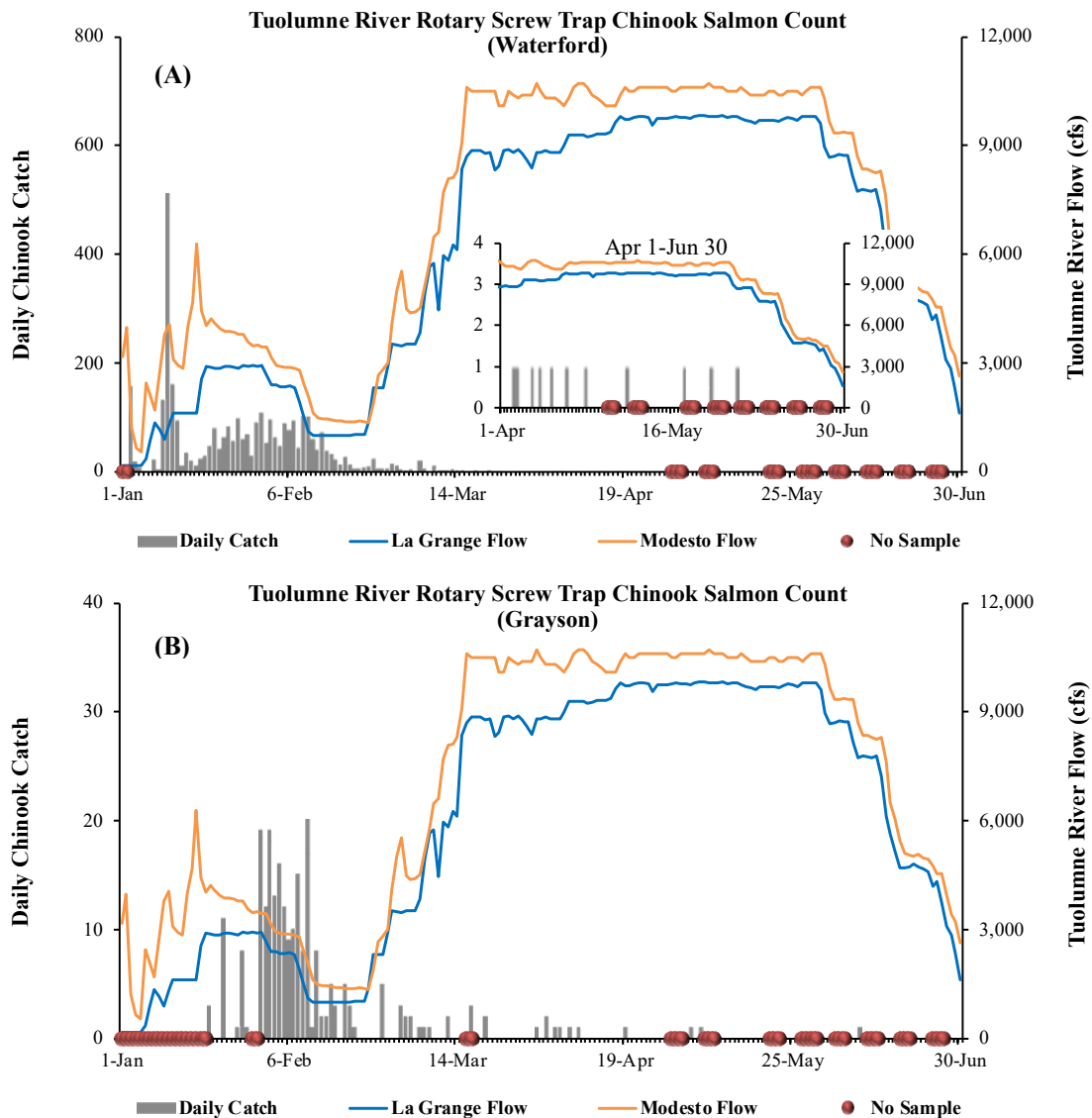


Figure 3. Daily Chinook salmon catch at the Tuolumne River rotary screw traps at Waterford (A) and Grayson (B) and Tuolumne River flow at La Grange (LGN) and Modesto (MOD).

## Native Fish Plan

The fifth sampling event was conducted over five days between June 5-9 using two jet boats. Only 30 units were sampled during the event (60 total site visits) due to river closures below Caswell (RM 9). Discharge levels at the Ripon USGS gauge averaged 1,534 cfs during the sampling events. A total of 264 target predatory fishes were captured. Of these, 142 were black bass (54%), 99 were native minnows [hardhead and pikeminnow; 38%), and six were striped bass (2%). The remainder of the predatory fish were comprised of sunfish (bluegill and redear sunfish) and bullhead catfish. During the fifth event, a total of 186 predatory fish were marked with PIT tags, and 41 previously tagged predatory fish were recaptured. Diet samples were collected from 107 individual predators over the course of the sampling event. An additional 35 predator fish were checked but their stomachs were empty. Preliminary field observations identified at least a dozen predators with fish in their diet samples. At least ten juvenile Chinook were observed in the diet samples of two striped bass individuals (Figure 4).



**Figure 4. Striped bass captured on June 7 with at least 10 juvenile Chinook in diet.**

High numbers of juvenile salmon observed throughout the lower river combined with increased salmon predation in diet samples warranted a sixth and final project survey (June 19-22) targeting the sites downstream of Jacob Meyers Park to the mouth of the Stanislaus River. A total of 151 predator fish were captured during the event comprising of 86 black bass (57%), 40 native minnow (26%), and 19 striped bass (13%). The remaining predatory fish consisted of sunfish (bluegill and redear sunfish), catfish (bullhead and white), and



sculpin. Diets were only collected from black bass and/or striped bass. A total of 96 predatory fish were marked with a PIT tag, and 12 previously tagged predatory fish were recaptured. Diet samples were collected from 62 individual predators over the course of the sampling event. An additional 11 predator fish were checked but their stomachs were empty. Preliminary field observations identified at least five predators with fish in their diet samples. Two individual striped bass both had numerous juvenile carp in their diet samples (Figure 5).



**Figure 5. Striped bass with a very full stomach (top) and the recently consumed juvenile carp (bottom) that were inside.**

### **San Joaquin River Electrofishing**

Like the last few months, only sites located in the Grant Line Canal and Old River sections of the South Delta were sampled due to high flows and river closures in the San Joaquin River. Flows are expected to decrease in July to a level conducive for sampling in the San Joaquin River. Ten sites (5 fixed sites/5 new sites) were sampled June 1-2 and 11 sites (5 fixed sites/6 new sites) were sampled June 12-13.

A total of 204 target predators were captured during the two sampling events including 186 largemouth bass, 10 striped bass, two spotted bass three young-of-the-year black bass and three white catfish. A total of 185 target fish were marked with a PIT tag, 101 out of the 132 fish sampled had diets collected, and 13 previously PIT-tagged largemouth bass were recaptured. Fish parts were observed in at least 23 samples.

Sampling will continue in July and August and then will pause during the fall for the salmon migration and resume in late-December or January.

**TRI-DAM**

**POWER**

**AUTHORITY**



---

**REGULAR BOARD MEETING**  
**AGENDA**  
**TRI-DAM POWER AUTHORITY**  
of THE OAKDALE IRRIGATION DISTRICT and  
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT  
**JULY 20, 2023**  
Start time is immediately following the Tri-Dam Project meeting  
which begins at 9:00 AM

**Tri-Dam Project**  
**31885 Old Strawberry Rd.**  
**Strawberry, CA 95375**  
**Maintenance Building**

---

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)) ON MONDAY, JULY 17, 2023 AT 9:00 A.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE OAKDALE IRRIGATION DISTRICT WEB SITE ([www.oakdaleirrigation.com](http://www.oakdaleirrigation.com)).

**Members of the public may also submit public comments in advance by e-mailing [gmodrell@tridamproject.com](mailto:gmodrell@tridamproject.com) by 3:30 p.m., Wednesday, July 19, 2023.**

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 965-3996 ext 113, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

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## **CALL TO ORDER**

**ROLL CALL:** John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn, Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

## **PUBLIC COMMENT**

---

## **CONSENT CALENDAR**

## **ITEMS 1 – 3**

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. There will be no discussion of these items unless a request is made to the Board

President by a Director or member of the public. Those items will be considered at the end of the consent items.

1. Approve the regular board meeting minutes of June 15, 2023.
2. Approve January financial statements.
3. Approve the June statement of obligations.

---

**ACTION CALENDAR****ITEM 4**

4. Discussion and possible action to approve relay testing proposal – Granger Electrical Engineering Services.

---

**ADJOURNMENT****ITEMS 5 - 6**

5. Commissioner Comments.
6. Adjourn to the next regularly scheduled meeting.

# BOARD AGENDA REPORT

Date: 7/20/2023  
Staff: Genna Modrell

---

**SUBJECT:** Tri-Dam Power Authority June 2023 Minutes

---

**RECOMMENDED ACTION:** Review and possible approval of June 15, 2023 Minutes

---

**BACKGROUND AND/OR HISTORY:**

Draft minutes attached.

**FISCAL IMPACT:** None

**ATTACHMENTS:** Draft minutes attached.

---

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM POWER AUTHORITY  
MINUTES OF THE JOINT BOARD  
OF COMMISSIONERS REGULAR MEETING**

June 15, 2023  
Manteca, California

The Commissioners of the Tri-Dam Power Authority met at the office of the South San Joaquin Irrigation District in Manteca, California, on the above date for the purpose of conducting business of the Tri-Dam Power Authority, pursuant to the resolution adopted by each of the respective Districts on October 14, 1984.

Commissioner Doornenbal called the meeting to order at 9:18 a.m.

**OID COMMISSIONERS**

**SSJID COMMISSIONERS**

**COMMISSIONERS PRESENT:**

ED TOBIAS  
HERMAN DOORNENBAL  
TOM ORVIS  
LINDA SANTOS

JOHN HOLBROOK  
MIKE WESTSTEYN  
DAVID ROOS  
DAVID KAMPER

**Also Present:**

Summer Nicotero, General Manager, Tri-Dam Project; Scot A. Moody, General Manager, Oakdale Irrigation District; Sharon Cisneros, Chief Financial Officer, Oakdale Irrigation District; Genna Modrell, Finance Asst., Tri-Dam Project; Vera Whittenburg, Finance Manager, Tri-Dam Project; Sonya Williams, Finance & Admin. Manager, SSJID; Mia Brown, Counsel, SSJID

**PUBLIC COMMENT**

No public comment.

**ACTION ITEMS**

**ITEM #3 Discussion and possible action to approve 2022 Audited Financial Statements – Presentation by C.J. Brown & Company.**

Approval of Tri-Dam Power Authority's 2022 audited financials were based on the presentation by Chris Brown from C.J. Brown, noting that his firm has issued an unqualified opinion. Mr. Brown advised that there were no difficulties or issues encountered during the audit and that the Authority's accounting records are very clean.

Commissioner Weststeyn moved to approve as presented. Commissioner Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

## CONSENT CALENDAR

**ITEM #1 Approve the regular board meeting minutes of May 17, 2023.**

**ITEM #2 Approve the May statement of obligations.**

Commissioner Santos moved to approve items one and two on the consent calendar as presented. Commissioner Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

## ACTION ITEMS

### **ITEM #4 Discussion and possible to upgrade the GE EX2100 Exciter Control Operator Interface**

Summer Nicotero presented the interface replacement and added that this item has already been replaced at Donnells and requested a \$20,000 budget adjustment as this was a carryover item from 2022.

Commissioner Santos moved to approve as presented. Commissioner Roos seconded the motion.

The motion passed by the following roll call vote:

AYES: Doornenbal, Orvis, Santos, Tobias, Holbrook, Kamper, Roos, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: DeBoer, Spyksma

### **ITEM #5 Commissioner Comments**

None.

## ADJOURNMENT

Commissioner Doornenbal adjourned the meeting at 9:30 a.m.

The next Board of Commissioners meeting is scheduled for July 20, 2023, at the offices of Tri-Dam Project immediately following the Tri-Dam Project meeting, which commences at 9:00 a.m.

ATTEST:

---

Summer Nicotero, Secretary  
Tri-Dam Power Authority

# BOARD AGENDA REPORT

Date: 7/20/2023  
Staff: Vera Whittenburg

---

**SUBJECT: Tri-Dam Power Authority Financial Statements for the Month ending January 31, 2023**

---

**RECOMMENDED ACTION:** Approve the Financial Statements for the Month ending January 31, 2023.

---

**BACKGROUND AND/OR HISTORY:**

As of the financial statement date of January 31, 2023, the Tri-Dam Power Authority (TDPA) cash increased by \$4M over the prior year due primarily the delay in the distribution of 2022 distributions to the Districts. Reserve funds in investments total just over \$1.1M.

TDPA has realized 20.7% of its Year to date budgeted operating revenues for 2023, and utilized 12.7% of its budgeted operating expenses. Investment earnings are currently 240% of the annual budget.

Further details are available in the attachments.

**FISCAL IMPACT:** none

**ATTACHMENTS:** Financial Statements 1/31/2023 (unaudited)

---

**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

# Tri-Dam Power Authority

## Statement of Net Position

January 31, 2023

(unaudited)

|   | <u>2023</u>          | <u>2022</u>          |
|---|----------------------|----------------------|
| <b>Assets</b>                             |                      |                      |
| Cash                                      | \$ 6,183,618         | \$ 1,802,228         |
| Investments                               | 1,102,571            | \$ 1,087,430         |
| Accounts Receivable                       | 930,072              | \$ 932,628           |
| Prepaid Expenses                          | -                    | \$ 84,614            |
| Inventory                                 | 5,424                | \$ 5,424             |
| Capital Assets                            | 45,362,567           | \$ 45,175,608        |
| Accumulated Depreciation                  | (23,009,915)         | \$ (22,376,787)      |
| <b>Total Assets</b>                       | <u>30,574,336</u>    | <u>\$ 26,711,145</u> |
| <b>Liabilities</b>                        |                      |                      |
| Accounts Payable                          | 15,942               | \$ 16,434            |
| Due to Tri-Dam Project                    | 130,493              | \$ 223,455           |
| <b>Total Liabilities</b>                  | <u>146,435</u>       | <u>\$ 239,889</u>    |
| <b>Net Position</b>                       |                      |                      |
| Net Position - Beginning of Year          | 29,672,949           | \$ 26,363,000        |
| Distributions                             | -                    | \$ (800,000)         |
| YTD Net Revenues                          | 754,952              | \$ 908,256           |
| <b>Total Net Position</b>                 | <u>30,427,901</u>    | <u>\$ 26,471,256</u> |
| <b>Total Liabilities and Net Position</b> | <u>\$ 30,574,336</u> | <u>\$ 26,711,145</u> |



## Tri-Dam Power Authority

### Statement of Revenues and Expenses

Period Ending January 31, 2023

|  | MTD<br>Budget     | MTD<br>Actual     | MTD Budget<br>Variance | Budget<br>Variance % | Prior Year<br>MTD Actual | Prior Year<br>MTD Var | Prior Year<br>Variance % | 2023<br>Budget      |
|--|-------------------|-------------------|------------------------|----------------------|--------------------------|-----------------------|--------------------------|---------------------|
| <b>Operating Revenues</b>                        |                   |                   |                        |                      |                          |                       |                          |                     |
| 1 Power Sales                                    | \$ 375,000        | \$ 930,072        | \$ 555,072             | 148.0%               | \$ 927,314               | \$ 2,757              | 0.3%                     | \$ 4,500,000        |
| 2 Other Operating Revenue                        | -                 | -                 | -                      | -                    | -                        |                       | -                        | -                   |
| 3 <b>Total Operating Revenues</b>                | <u>375,000</u>    | <u>930,072</u>    | <u>555,072</u>         | <u>148.0%</u>        | <u>927,314</u>           | <u>2,757</u>          | <u>0.3%</u>              | <u>4,500,000</u>    |
| <b>Operating Expenses</b>                        |                   |                   |                        |                      |                          |                       |                          |                     |
| 5 Salaries and Wages                             | 30,667            | 17,572            | (13,095)               | -42.7%               | 9,116                    | 8,456                 | 92.8%                    | 368,000             |
| 6 Benefits and Overhead                          | 21,100            | 6,504             | (14,596)               | -69.2%               | 6,721                    | (217)                 | -3.2%                    | 253,200             |
| 7 Operations                                     | 892               | 4,965             | 4,073                  | 456.8%               | -                        | 4,965                 | 0.0%                     | 10,700              |
| 8 Maintenance                                    | 6,542             | 1,715             | (4,827)                | -73.8%               | -                        | 1,715                 | 0.0%                     | 78,500              |
| 9 General & Administrative                       | 27,708            | 124,038           | 96,330                 | 347.7%               | 6,828                    | 117,210               | 1716.6%                  | 332,500             |
| 10 Depreciation Expense                          | 41,250            | 40,785            | (465)                  | -1.1%                | (103,577)                | 144,363               | -139.4%                  | 495,000             |
| 11 <b>Total Operating Expenses</b>               | <u>128,158</u>    | <u>195,579</u>    | <u>67,421</u>          | <u>52.6%</u>         | <u>(80,913)</u>          | <u>276,492</u>        | <u>-341.7%</u>           | <u>1,537,900</u>    |
| 12 <b>Net Income From Operations</b>             | 246,842           | 734,492           | 487,651                | 197.6%               | 1,008,227                | (273,735)             | -27.2%                   | 2,962,100           |
| <b>Nonoperating Revenues (Expenses)</b>          |                   |                   |                        |                      |                          |                       |                          |                     |
| 14 Investment Earnings                           | 708               | 20,460            | 19,751                 | 2788.4%              | 29                       | 20,431                | 70572.4%                 | 8,500               |
| 15 Gain/(Loss) on Asset Disposal                 | -                 | -                 | -                      | -                    | (100,000)                | 100,000               | -100.0%                  | -                   |
| 16 Other Income                                  | -                 | -                 | -                      |                      | -                        |                       |                          | -                   |
| 17 <b>Total Nonoperating Revenues (Expenses)</b> | <u>708</u>        | <u>20,460</u>     | <u>19,751</u>          | <u>2788.4%</u>       | <u>(99,971)</u>          | <u>120,431</u>        | <u>-120.5%</u>           | <u>8,500</u>        |
| 18 <b>Net Revenues</b>                           | <u>\$ 247,550</u> | <u>\$ 754,952</u> | <u>\$ 507,402</u>      | <u>205.0%</u>        | <u>\$ 908,256</u>        | <u>\$ (153,304)</u>   | <u>-16.9%</u>            | <u>\$ 2,970,600</u> |
| <b>Memo:</b>                                     |                   |                   |                        |                      |                          |                       |                          |                     |
| 19 Capital Expenditures                          | \$ 88,333         | <u>\$ -</u>       | <u>\$ (88,333)</u>     |                      |                          |                       |                          | <u>\$ 1,060,000</u> |



# BOARD AGENDA REPORT

Date: 7/20/2023  
Staff: Genna Modrell

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**SUBJECT:** Tri-Dam Power Authority June Statement of Obligations

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**RECOMMENDED ACTION:** Recommend Approval of the June Statement of Obligations

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**BACKGROUND AND/OR HISTORY:**

Submitted for approval is the June Statement of Obligations for Tri-Dam Power Authority.

**FISCAL IMPACT:** See Attachments

**ATTACHMENTS:** Tri-Dam Power Authority Statement of Obligations

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

# Tri-Dam Power Authority

## Statement of Obligations

June 1, 2023 to June 30, 2023

**TRI-DAM POWER AUTHORITY  
STATEMENT OF OBLIGATIONS**

**Period Covered  
June 1, 2023 to June 30, 2023**

**Total Obligations:** **1** **checks** **in the amount of** **\$3,773.00**  
(See attached Vendor Check Register Report)

**CERTIFICATION**

**OAKDALE IRRIGATION DISTRICT**

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

\_\_\_\_\_  
Thomas D. Orvis

\_\_\_\_\_  
John Holbrook

\_\_\_\_\_  
Ed Tobias

\_\_\_\_\_  
Dave Kamper

\_\_\_\_\_  
Linda Santos

\_\_\_\_\_  
David Roos

\_\_\_\_\_  
Herman Doornenbal

\_\_\_\_\_  
Glenn Spyksma

\_\_\_\_\_  
Brad DeBoer

\_\_\_\_\_  
Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

THE UNDERSIGNED, EACH FOR HIMSELF, CERTIFIES THAT HE IS PRESIDENT OR SECRETARY OF THE TRI-DAM POWER AUTHORITY; THAT THE AMOUNTS DESIGNATED ABOVE HAVE BEEN ACTUALLY, AND NECESSARILY AND PROPERLY EXPENDED OR INCURRED AS AN OBLIGATION OF THE TRI-DAM POWER AUTHORITY FOR WORK PERFORMED OR MATERIALS FURNISHED FOR OPERATIONS AND MAINTENANCE OF THE SAND BAR PROJECT; THAT WARRANTS FOR PAYMENT OF SAID AMOUNTS HAVE BEEN DRAWN ON THE SAND BAR PROJECT O & M CHECKING ACCOUNT AT OAK VALLEY COMMUNITY BANK, SONORA, CALIFORNIA.

TRI-DAM POWER AUTHORITY  
PRESIDENT,

TRI-DAM POWER AUTHORITY  
SECRETARY,

\_\_\_\_\_  
Glenn Spyksma, President      Date

\_\_\_\_\_  
Summer Nicotero, Secretary      Date

# Authority

## June Checks



| Check  | Vendor No | Vendor                     | Date       | Description    | Amount   |
|--------|-----------|----------------------------|------------|----------------|----------|
| 208355 | 11333     | C.J. Brown & Company, CPAs | 06/26/2023 | Audit Services | 3,773.00 |

Report Total: \$ 3,773.00

# BOARD AGENDA REPORT

Date: 7/20/2023  
Staff: Summer Nicotero

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**SUBJECT:** Sandbar Compliance Testing

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**RECOMMENDED ACTION:** Discussion and possible action to approve relay testing proposal – Granger Engineering Services and budget adjustment

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**BACKGROUND AND/OR HISTORY:**

Donnells, Beardsley, Sandbar, and Tulloch are due for compliance testing per section G2 of the PG&E interconnection handbook. The required testing intervals are as follows:

- Interconnection relays, relay CTs and PTs - every four years.
- Interconnection breaker or circuit switcher testing, maintenance and trip checks - every eight years.
- Main Transformer bank, switches and disconnects, and insulation tests - every four years.

This is a sole source quote. We have done multiple projects with Granger Engineering Services, formerly known as California Electrical Services. They have a test program written for our relays which greatly reduces the amount of time they spend at each site. Granger was able to keep the hourly rate the same as when they did our compliance testing in 2019.

**Fiscal Impact:** Unbudgeted

**ATTACHMENTS:**

|                                   |          |
|-----------------------------------|----------|
| 2023-06-05 Relay Testing Proposal | \$11,200 |
|-----------------------------------|----------|

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**Board Motion:**

**Motion by:** \_\_\_\_\_ **Second by:** \_\_\_\_\_

**VOTE:**

**OID:** DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

**SSJID:** Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**CONTRACT  
FOR  
RELAY MAINTENANCE TESTING FOR SAND BAR POWERHOUSE**

This contract (“Contract”) is made and entered into this July of 20, 2023, by and between the Tri-Dam Authority, a partnership of the Oakdale and South San Joaquin Irrigation Districts (“Tri-Dam”) whose principal place of business is located at 31885 Old Strawberry Road, Strawberry, California 95375; and Jim Markward, P.E. dba Granger Engineering Services-a Sole Proprietorship (“Contractor”) whose principal place of business is located at 578 Sutton Way, Suite 220, Grass Valley, CA 94945.

**RECITALS**

Tri-Dam intends to award the Contractor with this Contract for doing the Work and furnishing the materials and equipment for performing relay maintenance testing for the Sand Bar project.

This Contract is for the performance of that work, as specified in Section 1.2 of this Contract, below.

The Contractor represents that it is fully qualified to perform the specified Work and further represents that it is willing to accept responsibility to perform all obligations under this Contract in accordance with the terms and conditions set forth herein.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, District and Contractor agree as follows:

**1. Definitions**

- 1.1. “Contract Documents and Scope of Work:” The Contract Documents consist of this Contract and Contractor’s Bid Proposal and Scope of Work, dated Mary 10, 2023, which is attached hereto as “**Exhibit A**,” and fully incorporated herein by this reference.
- 1.2 “Contract Sum:” The total sum which the Tri-Dam agrees to pay Contractor in consideration for the full performance of all the Work specified under this Contract is Eleven Thousand Two Hundred Dollars (\$11,200.00)
  - 1.2.1 Any additional Work under this Agreement that may be necessary as a result of the issuance of any Change Order that exceeds the Contract Sum shall be paid on a time and materials basis, based on Contractor’s Standard Fee Schedule included in Contractor’s Proposal. No such additional Work shall be performed without the prior written consent of Tri-Dam.

**2. The Work of this Contract.** The Contractor agrees to do all the Work and furnish all the labor, material, equipment and appliances to complete the Work as described in the Scope of Work. Contractor shall completely and totally perform the Contract Work in a good workmanlike

manner, to the satisfaction of Tri-Dam and in complete accordance with any plans and specifications provided by Tri-Dam.

**3. Term.** This Contract shall be effective on July 20, 2023 and shall remain in effect until the Work described herein is completed.

#### **4. Payments**

##### 4.1 Payments

4.1.1 Payment will be made within thirty (30) days following invoicing for such work, with the exception of a five percent (5%) retention. The retention shall be released within sixty (60) days after completion of the Work. Contractor may substitute securities in lieu of retention.

4.1.2 It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to Tri-Dam by the Contractor upon the request of Tri-Dam.

##### 4.2 Claims

4.2.1 A "Claim" means a separate demand by Contractor sent by registered or certified mail with return receipt requests, for one or more of the following:

- a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Tri-Dam under a contract for a public works project.
- b. Payment by Tri-Dam of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- c. Payment of an amount that is disputed by Tri-Dam.

4.2.2 Claims shall be submitted, addressed, and resolved pursuant to the procedural requirements set forth in California Public Contract Code section 9204.

##### 4.3 Notice of Third-Party Claims

Tri-Dam shall notify Contractor as soon as is practical, but in no event more than five (5) days of receipt of any third party claim related to this Contract.

#### **5. Permits**

5.1 Permits and licenses necessary for the performance of the Work under this Contract shall be secured and paid for by the Contractor unless otherwise specified.

5.2 Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, and codes regarding the Work as specified. If the Contractor observes that the drawings and specifications are at variance with any of the

aforementioned laws, ordinances, rules, regulations and codes, it shall promptly notify Tri-Dam in writing. Any necessary changes shall be made by Change Order, and compensated as set forth in Section 1.2.1 of this Contract.

## 6. General Provisions

- 6.1 Contractor shall possess a current contractor's license of the appropriate classification at the time it submitted its Proposal to perform the Work under this Contract, and that such license shall have been issued in accordance with the laws of the State of California. Contractor shall be responsible for ensuring all subcontractors possess current and appropriately classified contractor's and/or other licenses at the time it submitted its Proposal.
- 6.2 For all contracts exceeding \$25,000.00, Contractor shall provide Tri-Dam with payment and labor & materials bonds for one hundred percent (100%) of the contract price. Said bonds shall be in a form acceptable to District, and issued by a surety authorized in the state of California, with an AM Best rating of "A" or better.
- 6.3 If the Work under this Contract requires trenching to a depth of four (4) or more feet, Contractor shall:
  - a. Notify Tri-Dam of hazardous materials, subsurface or latent physical site conditions different from those indicated in information about the site made available to Contractor, and any unusual site conditions.
  - b. Upon notice, Tri-Dam shall investigate the site.
  - c. Disputes involving the original Contract Sum and additional costs estimated in the event of conditions in subsection (a), above, shall be negotiated and shall be addressed by change order.
- 6.4 8 hours' labor constitutes a day's work.
- 6.5 Pursuant to Labor Code section 1773.2, Contractor agrees to pay to each craft, classification or type of workman the prevailing wage determined by the State of California, Director of Industrial Relations, in the published wage scale determination, a copy of which is available at <https://www.dir.ca.gov/oprl/2018-2/PWD/index.htm>.
- 6.6 Contractor shall be responsible for compliance with the statutory requirements of Labor Code section 1776, relating to maintaining certified copies of payroll records, their certification, and availability for inspection.
- 6.7 The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.



- 6.8 Contractor shall not perform Work under this Contract utilizing any subcontractor who is ineligible to do so, pursuant to Section 1777.1 or 1777.7 of the California Labor Code.
- 6.9 This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 6.10 Except for projects qualifying for the “small project exemption” under Labor Code section 1725.5(d), no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code section 1725.5. To register, log on to the DIR website:  
<https://efiling.dir.ca.gov/pwcr/actionservlet?action=displaypwregistrationform>
- 6.11 Except for projects qualifying for the “small project exemption” under Labor Code section 1725.5(d), no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- 6.12 All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- 6.13 All provisions of the California Occupational Safety and Health Act of 1973 (CALOSHA), as amended, shall be adhered to.
- 6.14 The provisions of Labor Code §§1777.5 and 1777.6 shall apply to the employment of apprentices by Contractor or any subcontractor under him.
- 6.15 Contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.
- 6.16 In entering into this Contract, Contractor offers and agrees to assign to Tri-Dam all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. This assignment is made and becomes effective at the time Tri-Dam tenders final payment to the Contractor, without further acknowledgment by the parties.
- 6.17 Contractor shall guarantee that the Work it performs shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of completion thereof. Contractor shall be responsible for the replacement or repair, without additional charge, of all work done or furnished in accordance with its contract which shall become defective within one (1) year after completion of the Work it performs. The correction of such Work shall

include, without additional charge, all additional expenses and damages (excluding consequential and punitive damages) in connection with such removal or replacement of all or any part of the Work, and/or the building and/or other areas which may be damaged or disturbed thereby.

- 6.18 Contractor shall repair any damage to District's facilities caused by Contractor at Contractor's own expense
- 6.19 It is expressly understood and agreed that a waiver of any of the conditions or covenants of this Contract shall not be considered a waiver of any of the other provisions hereof.

**7. Insurance Coverage to Be Maintained by Contractor.**

- 7.1 Contractor shall maintain at its own expense during the life of this Contract, insurance coverage no less than the indicated amounts, and under the terms and conditions as follows:

- 7.1.1 Workers' Compensation and Employer's Liability:

- Workers' Compensation coverage as required by law.
  - Employers' Liability limits of at least \$1,000,000.00 per occurrence.

- Contractor shall comply with Labor Code §3700, and the certification by Contractor of such compliance must be completed and attached to this Contract as Exhibit "C."

- 7.1.2 Comprehensive General Liability:

- Minimum Combined Single Limit - \$1,000,000.00 for each occurrence.

- 7.1.3 Automobile Liability:

- Combined Single Limit - \$1,000,000.00 per accident, for bodily injury and property damage.

- 7.2 The automobile and general comprehensive liability policies may be combined in a single policy with a combined single limit of \$2,000,000.00 per occurrence/accident.
- 7.3 The Contractor shall provide Tri-Dam with a copy of each underlying insurance policy and all of its endorsements. Each policy shall contain an endorsement providing written notice shall be given to Tri-Dam at least 30 calendar days prior to termination, cancellation, or reduction of coverage in the policy.
- 7.4 The Workers' Compensation and Employer's Liability policy shall evidence the following endorsements to the policy of insurance:
  - 7.4.1 District shall be named as an additional insured under the policy.

- 7.4.2 The policy shall not be subject to cancellation except after written notice to Tri-Dam not less than thirty (30) days prior to the effective date thereto.
- 7.4.3 The insurer shall waive all rights of subrogation and contribution against the additional insureds.
- 7.5 The Bodily Injury and Property Damage Liability policies shall contain the following provisions:
  - 7.5.1 Tri-Dam and its respective officials, officers, attorneys, agents, employees, and volunteers shall be named as additional insureds under the policy. The additional insureds have no liability for the payment of any premiums or assessments under the policy.
  - 7.5.2 The insurance coverages afforded the additional insureds under the policy shall be primary insurance, and no other insurance maintained by the additional insureds shall be called upon to contribute with the insurance coverages' provided by the policy.
  - 7.5.3 Each insurance coverage under the policy shall apply separately to each additional insured against whom claim is made or suit is brought except with respect to the limits of the insurance company's liability.
- 7.6 Insurance policies required under this contract shall be issued by an insurer licensed or authorized to issue policies in the state of California, with a rating of at least "A" in the latest edition of A.M. Best's Insurance Guide.
- 7.7 Nothing in the contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims; i.e., in the same manner as if separate policies had been issued to each insured. This provision shall not operate to increase or replicate the insurance company's limits of liability as provided under the policy.
- 7.8 The insurance afforded by the policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) shall include the liability assumed by the Contractor under the indemnification and hold harmless provisions executed in conjunction with the written contract between the Contractor and the additional insureds.
- 7.8 The insurance company shall waive all rights of subrogation and contribution against the additional insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to the contract with regard to operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the additional insureds.
- 7.9 The laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of any contract of insurance.

- 7.10 Promptly on execution of the Contract and prior to commencement of any work, the Contractor shall deliver to District copies of all required certificates, policies and endorsements thereto.
- 7.11 The Contractor shall require and verify similar insurance on the part of its Subcontractors, including a provision waiving the subcontractor's and its insurer's rights of subrogation against District and its co-indemnitees as provided above.
- 7.12 The foregoing requirements as to the types, limits, and District approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
- 7.13 The cost of all insurance is the sole responsibility of the Contractor.

## **8. Indemnification**

- 8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors, or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Contract. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of District's choice.
- 8.2 District shall have the right to offset against the amount of any compensation due to Contractor under this Contract any amount due District from Contractor as a result of the Contractor's failure to pay District promptly any indemnification arising under this Section and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Contract or (ii) comply with applicable worker's compensation laws.
- 8.3 The obligations of Contractor under this Section will not be limited by the provisions of any Worker's Compensation Act or similar act. Contractor expressly waives any statutory immunity under such statutes or laws as to District, its officers, agents, employees and volunteers.
- 8.4 District does not, and shall not; waive any rights that it may possess against Contractor because of acceptance by District, or the deposit with District, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 8.5 Contractor shall provide satisfactory evidence of payments for Work completed upon request of District and to indemnify, defend, and hold harmless Tri-Dam from all suits, liens, or other claims of any nature arising from its failure to make such payments.

## 9. Claims and Dispute Resolution

- 9.1 "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by Tri-Dam.
- 9.2 Claim submittals and related procedures shall be in accordance with California Public Contract Code sections 20104 *et. seq.*
- 9.3 Tri-Dam shall notify Contractor in writing within ten (10) days of receipt of any third-party claims related to this Contract.
- 9.4 Should any unresolved claim result in litigation, the venue shall be the Superior Court of the County of San Joaquin.

## 10. Termination or Suspension

### 10.1 Termination by Tri-Dam for Cause

#### 10.1.1 Tri-Dam may terminate the Contract if the Contractor:

- a. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and subcontractors;
- c. Repeatedly disregards applicable law, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.

#### 10.1.2 When any of the above reasons exist, Tri-Dam, may without prejudice to any other rights or remedies of Tri-Dam and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- 10.1.2.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- 10.1.2.2 Accept assignment of subcontracts;
- 10.1.2.3 Finish the Work by whatever reasonable method Tri-Dam may deem expedient. Upon written request of the Contractor, Tri-Dam shall furnish to the Contractor a

detailed accounting of the costs incurred by Tri-Dam in finishing the work.

10.1.3 When Tri-Dam terminates the Contract for one of the reasons stated in Section 10.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

- 11. **Amendment.** This Contract shall not be modified except by written document executed by each of the parties hereto.
- 12. **Assignment.** Contractor shall not assign or transfer its duties, responsibilities or interest pursuant to this Contract without the express written consent of Tri-Dam.
- 13. **Survival.** The indemnity provisions of this Contract shall survive the expiration or other termination of this Contract.
- 14. **Governing Law.** This Contract shall be governed by the laws of the State of California.
- 15. **Entire Agreement.** This instrument and any attachments hereto constitute the entire Contract between Tri-Dam and Contractor concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the day and year first written above.

**“TRI-DAM”**

Tri-Dam Project, a partnership of the Oakdale and South San Joaquin Irrigation Districts

**“CONTRACTOR”**

Granger Engineering Services

By: \_\_\_\_\_  
Summer Nicotero, General Manager

By: \_\_\_\_\_  
Jim Markward, P.E., Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
CONTRACTOR'S BID/PROPOSAL & SCOPE OF WORK

EXHIBIT B  
WORKERS COMPENSATION CERTIFICATION

Labor Code section 3700 provides, in pertinent part:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; or
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either and to pay any compensation that may become due to his or her employees. .”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

“CONTRACTOR”

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





578 Sutton Way #220  
Phone (530) 205-5080

Grass Valley, CA 95945  
jim@damhydroguys.com

6 June, 2023  
Mr. Dan Hogue  
Electrical Maintenance Supervisor  
Tridam Project  
PO Box 1158  
Pinecrest, CA 95364  
(209) 965-3996

RE: Relay Maintenance Testing for Beardsley, Sandbar, Donnells and Tulloch Powerhouses

Dear Dan;

Listed below is the work description and proposal pricing to complete the protective relay testing for the Beardsley, Sandbar and Donnells Power facilities.

Scope of Work

The 2023 Outage dates as scheduled for the work are:

Beardsley Fall 2023

Sandbar Powerhouses Fall 2023

Donnells Powerhouse Fall 2023

Tulloch Powerhouse Fall 2023

1. Sandbar Protective relay, Transformer and Line Breaker Testing Estimated Cost

Estimated Cost:

52 hours @ \$200 / hour = \$10,400

Travel and Lodging Costs = \$800

Total Estimated Costs for Sandbar = \$ 11,200

2. Beardsley Protective relay, Transformer and Line Breaker Estimated Cost

Estimated Cost:

52 hours @ \$200 / hour = \$10,400

Travel and Lodging Costs = \$800

Total Estimated Costs for Beardsley = \$ 11,200

3. Donnells Protective relay, Transformer and Line Breaker Testing Estimated Cost:

56 hours @ \$200 / hour = \$11,200

Travel and Lodging Costs = \$950

Total Estimated Costs for Donnells = \$ 12,150



4. Tulloch Protective relay, Transformer and Line Breaker Testing

Estimated Cost:

66 hours @ \$200 / hour = \$13,200

Travel and Lodging Costs = \$800

Total Estimated Costs for Tulloch = \$ 14,000

Thank you for the opportunity to present this work scope proposal to Tridam. If you have any questions regarding this proposal please feel free to contact myself.

Best Regards,

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