



AGENDA MATERIALS

TRI-DAM PROJECT



TRI-DAM POWER AUTHORITY



BOARD MEETING

January 18, 2024

**REGULAR BOARD MEETING
AGENDA
TRI-DAM PROJECT
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
JANUARY 18, 2024
9:00 A.M.**

**Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361**

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE TRI-DAM PROJECT WEB SITE (www.tridamproject.com) ON MONDAY, JANUARY 15, 2024 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 TRI-DAM PROJECT WEB SITE (www.tridamproject.com).

Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://us02web.zoom.us/j/3585721867> or by telephone, by calling 1 (669) 900-9128, Access Code: 358-572-1867. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing jhassell@oakdaleirrigation.com by 4:30 p.m., Wednesday, January 17, 2024.

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) 840-5502, 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.

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

CONSENT CALENDAR

ITEMS 1 - 2

1. Approve the regular board meeting minutes of December 21, 2023.

2. Approve the December statement of obligations.

ACTION CALENDAR

ITEMS 3 - 8

3. FishBio Presentation – Update 2023 Fish Studies
4. Discussion and possible action to approve the Rotary Screw Trap funding for 2024 to contract with FishBio, Inc. and authorize the General Manager to execute the 2024 Professional Services Agreement 2024-PSA-TDP-01.
5. Discuss and consider approval of contract with Basler Services, LLC, in the amount of \$300,000, to retrofit Tulloch Reservoir Governor Units 1 & 2.
6. Discuss and consider approval of revision to job description for License Compliance Coordinator.
7. Discuss and consider approval of Resolution 2024-1 Surplus Property, authorizing the disposition by sale of one (1) Ford F450 Dump Truck.
8. Discuss and consider approval of the purchase of a replacement insulation resistance tester and authorize a capital budget adjustment to accommodate the same.

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. 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. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Government Code §54656.8

Property: Canyon Tunnel
Agency Negotiator: SSJID General Manager
Negotiating Parties: Mangante, Rancheria Del Rio Estanislau, LLC
Under Negotiation: Price and Terms of Payment of Sale

- d. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Section § 54957.6
Agency Negotiator: General Manager
Employee Organization: IBEW 1245
- e. PUBLIC EMPLOYMENT
Government Code § 54957(b)
1. Finance Manager
- f. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code § 54957(b)(1)
Title: General Manager

ADJOURNMENT

ITEM 14

- 14. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 1/18/2024
Staff: Genna Modrell

SUBJECT: Tri-Dam Project December 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of December 21, 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 PROJECT
MINUTES OF THE JOINT BOARD
OF DIRECTORS REGULAR MEETING**

December 21, 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
BRAD DEBOER
HERMAN DOORNENBAL
LINDA SANTOS

GLENN SPYKSMA
MIKE WESTSTEYN
DAVID ROOS
JOHN HOLBROOK
DAVE KAMPER

Also Present:

Summer Nicotero, General Manager, Tri-Dam Project; Scot Moody, General Manager, OID; Sharon Cisneros, Chief Financial Officer, OID; Genna Modrell, Finance Asst., Tri-Dam Project; Peter Rietkerk, General Manager, SSJID; Sonya Williams, Finance and Administration Manager, SSJID; Mia Brown, Counsel, SSJID; Matt Weber, Downey Brand; John Cloward

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of November 16, 2023.

ITEM #2 Approve the November statement of obligations.

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

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

ACTION CALENDAR

ITEM #3 Discussion and possible action regarding Tulloch Encroachment Permit Application #2023-33, Variance Request for the Shoreline Management Plan for a private facility to extend beyond the 40 ft. maximum distance from the 510' elevation contour. Property is located within the Peninsula Estates Subdivision at 39 Sanguinetti Ct., Copperopolis, CA 95228, APN 061-055-002.

Summer Nicotero presented the variance to the Board, recommended disallowing the request as a hardship does not exist. John Cloward (property owner) spoke in favor of the request and provided additional pictures. After a lengthy discussion, the Board advised staff and John to consult further and bring this item back to a future meeting.

ITEM #4 Discussion and possible action to approve the Associated California Water Agencies Annual 2024 Membership Dues.

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

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

ITEM #5 Discussion and possible action to approve and adopt 2024 Budget.

Director Spyksma moved to approve as presented. Director Doornenbal seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

ITEM #6 Discussion and possible action to award the Tulloch Shoreline Erosion Project.

Director Doornenbal moved to approve Ford Construction as presented, authorize the General Manager to execute a contract and any associated documents related to the completion of this work. Director Spyksma seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

ITEM #7 Discussion and possible action to authorize the General Manager to execute a Professional Services Agreement for Cultural Resource Monitoring.

Director Santos moved to approve PAR Environmental and authorize the General Manager to execute a contract. Director Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

ITEM #8 Discussion and possible action to authorize the General Manager to execute a Professional Services Agreement for spill gate inspections – all locations.

Director Spyksma moved to approve Gannett Fleming providing they meet the timeline, otherwise HDR is selected as the second choice and authorize the General Manager to execute a contract. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

ITEM #9 Discussion and possible action to authorize the General Manager to execute a Professional Services Agreement for Chief Dam Safety Engineer.

Director Santos moved to approve Gannett Fleming as Chief Dam Safety Engineer and authorize the General Manager to execute a contract not to exceed \$300,000. Director Roos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

ITEM #10 Discussion and possible action to create and designate members for New Headquarters Ad Hoc Committee.

Director DeBoer moved to authorize District Presidents to assign members. Director Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

ITEM #11 Discussion and possible action to approve the funding for 2024 contract with FishBio, Inc. and authorize the General Manager to execute the 2024 Professional Services Agreement 2024-PSA-TDP-01.

Director Spyksma moved to approve \$215,000 and authorize the General Manager to execute an agreement as presented. Director Santos seconded the motion.

Director Spyksma invited FishBio to return in January to discuss the rotary screw trap for \$90,000 and review the work performed in 2023.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

COMMUNICATIONS

ITEM #14 Staff Reports:

A. General Manager, Summer Nicotero

- Summer reported that Njirich & Sons has cleared the rock fall; SMCI has begun the road repairs; annual maintenance for Sandbar, Beardsley and Donnels is complete; Finance Manager interviews were held in late November; Tulloch drawdown has progressed at a faster rate than previously planned due to USBR tunnel maintenance at Melones; the islanding agreement with PG&E expires at the end of 2023 and IBEW 1245 negotiations kicked off on December 12.

B. Operations Report, Brett Gordon

- No discussion.

C. Maintenance Report, Daniel Hogue

- No discussion.

D. Compliance Report, Justin Calbert

- No discussion.

ITEM #15 Generation Report

No discussion.

ITEM #16 Fisheries Studies on the Lower Stanislaus River

No discussion.

ITEM #17 Directors Comments

The Board thanked Summer and staff and wished everyone a Merry Christmas and Happy New Year.

President Weststeyn recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 10:30 a.m.

The Tri-Dam Project meeting resumed at 10:40 a.m. after the Tri-Dam Power Authority meeting adjourned.

President Weststeyn announced before closed session that the following items would be discussed. The Board took a brief recess at 10:46 a.m. and convened to Closed Session at 10:58 a.m.

ITEM #18 Closed Session

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
Initiation of Litigation
Government Code §54956.9(d)(4)
One (1) case

c. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code §54956.9(d)(2)
One (1) case

- d. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Government Code §54656.8
Property: Canyon Tunnel
Agency Negotiator: SSJID General Manager
Negotiating Parties: Mangante, Rancheria Del Rio Estanislao, LLC
Under Negotiation: Price and Terms of Payment of Sale
- e. REAL PROPERTY NEGOTIATIONS
Government Code § 54956.8
Property: 063-100-007
Agency Negotiator: General Manager
Negotiating Parties: Unknown
Under Negotiation: Price and Terms
- f. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code § 54957(b)(1)
Title: General Manager

At the hour of 12:39 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.

ITEM #12 Discussion and possible action to authorize the General Manager to execute an amendment to the agreement for Doug's Dockworks. *This item will be taken after closed session.*

Director Spyksma moved to approve the amendment effective December 1, 2023, for a maximum of six (6) calendar months. Director Santos seconded the motion.

The motion passed by the following roll call vote:

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

NOES: None

ABSTAINING: None

ABSENT: Orvis, DeBoer

ITEM #13 Discussion and possible action to authorize the General to execute a Lease Agreement for Tulloch South Shore. *This item will be taken after closed session.*

This item was tabled.

ADJOURNMENT

President Weststeyn adjourned the meeting at 12:41 p.m.

The next regular board meeting is scheduled for January 18, 2024, at the offices of Oakdale Irrigation District beginning at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

BOARD AGENDA REPORT

Date: 1/18/2024
Staff: Genna Modrell

SUBJECT: Tri-Dam Project December Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of December Statement of Obligations

BACKGROUND AND/OR HISTORY:

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

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Project Statement of Obligations

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

December 1, 2023 to December 31, 2023

TRI-DAM PROJECT
STATEMENT OF OBLIGATIONS

Period Covered
December 1, 2023 to December 31, 2023

One-Half Oakdale Irrigation District	\$ 492,366.10
One-Half South San Joaquin Irrigation District	\$ 492,366.10
Total Obligations	<u>\$ 984,732.20</u>

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

December 1, 2023 to December 31, 2023

Vendor Check Register Report

(Please see attached Check Listing)

No. Chks.

123

Amount

\$ 721,053.58

Payrolls - Net Charges

<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>		
7-Dec-23	Payroll	\$ 97,647.20		
11-Dec-23	Outage Incentive	\$ 34,448.00		
14-Dec-23	ETO Payout	\$ 45,210.20		
21-Dec-23	Payroll	\$ 86,373.22		
Total Net Payroll		<u>\$ 263,678.62</u>	\$	263,678.62
Total Disbursements for the Period			<u>\$</u>	<u>984,732.20</u>
District Portion~				
Oakdale Irrigation District			\$	492,366.10
South San Joaquin Irrigation District			\$	492,366.10
Total Districts			<u>\$</u>	<u>984,732.20</u>

Project

December Checks



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
130510	11475	Alley Tree & Landscape	12/04/2023	Sonora Office Landscaping, Janitorial/Landscaping Tulloch Day Use	6,800.00
130511	11452	Archer Energy Solutions, LLC	12/04/2023	Cyber Audit Consulting	5,720.00
130512	11457	AT&T - CalNet	12/04/2023		249.68
130513	10068	AT&T Corp - Data Link	12/04/2023		308.79
130514	11459	C & R Royal SVC, Inc.	12/04/2023	Batteries, Snowblower, Oil filters, Air filters	3,008.85
130515	10124	CA Dept of Tax & Fee Administration	12/04/2023	Annual Water Rights Fees	37,829.80
130516	10185	Clark Pest Control of Stockton Inc.	12/04/2023		123.00
130517	10227	Del Oro Water Co. Inc.	12/04/2023		674.71
130518	11286	Digital Telecommunications Corp.	12/04/2023	Annual Service Agreement	2,140.00
130519	10993	Dillon and Murphy Consulting Civil Engineers	12/04/2023	Annual Dam Monitoring, Beardsley Topographic Survey	13,200.00
130520	10245	Doherty Tire of Sonora Inc.	12/04/2023	M/S Tires for 20-1 & 23-4, Recycle fees	1,977.73
130521	10333	Grainger Inc. W. W.	12/04/2023		248.21
130522	11049	Hunt & Sons, LLC	12/04/2023	Fuel	1,464.21
130523	10402	Kamps - High Country Propane	12/04/2023		499.36
130524	10428	Verizon LD - M C I	12/04/2023		28.18
130525	11500	JTM Cleaning	12/04/2023		742.50
130526	10439	McMaster-Carr Supply Co.	12/04/2023	Totes, Garbage bags, BPH Ladders, sign holders, Antislip tape BPH	5,122.07
130527	11494	Megger Systems and Services, Inc.	12/04/2023		306.50
130528	10466	Mountain Oasis Water Systems & Btl Co LLC	12/04/2023		134.75
130529	11011	Pacific Gas & Electric	12/04/2023	Utilities	5,586.25
130530	11438	Pacific Gas & Electric	12/04/2023		67.00
130531	10514	Pacific Gas & Electric Co.	12/04/2023	Utilities	5,752.00
130532	10709	Tidy Tech	12/04/2023		282.12
130533	11444	RA Automotive Software Solutions, Inc.	12/04/2023		449.48
130534	11002	Rancheria Del Rio Estanislau, LLC	12/04/2023		800.00
130535	10575	Rocky Mountain Power Services Inc.	12/04/2023	NERC/WECC Compliance review	25,350.00
130536	11072	Sierra Consultants, Inc.	12/04/2023	Sonora Office Engineering	10,000.00
130537	10618	Sierra Motors	12/04/2023		219.06
130538	10904	Sonora Ford	12/04/2023		87.67
130539	10881	TuCARE (Tuolumne Co. Alliance for Resource	12/04/2023		130.00
130540	11327	Ulteig Engineers Inc.	12/04/2023	CAISO Meter Replacement TPH/BPH	19,135.00
130541	11426	Unico Mechanical Corp	12/04/2023	Beardsley Pressure Release Valve - Final Invoice	27,132.42
130542	11431	USDA Forest Service	12/04/2023	Comm Site Use Fees - Mt. Elizabeth/Strawberry Peak	14,494.96
130543	11170	Van De Pol Petroleum	12/04/2023	Shell Turbo Oil T98 for TPH	5,312.63
130544	10343	Harold Barnes	12/20/2023	Employee Retirement Reimbursement	87.36
130545	10521	Patrick Crane	12/20/2023	Employee Retirement Reimbursement	130.54
130546	11200	Alex Flud	12/20/2023	Employee Retirement Reimbursement	129.52
130547	10955	Brett Gordon	12/20/2023	Employee Retirement Reimbursement	173.85
130548	10887	Thomas Hardie	12/20/2023	Employee Retirement Reimbursement	217.16
130549	10884	Daniel Hogue	12/20/2023	Employee Retirement Reimbursement	173.85
130550	10799	William P. Kulik	12/20/2023	Employee Retirement Reimbursement	44.33
130551	11165	Donald Larson	12/20/2023	Employee Retirement Reimbursement	173.85
130552	11507	Steve Magney	12/20/2023	Employee Retirement Reimbursement	129.52
130553	11294	Kevin Ogg	12/20/2023	Employee Retirement Reimbursement	86.49
130554	11099	James Oliver	12/20/2023	Employee Retirement Reimbursement	44.33
130555	10942	Gary Sawyer	12/20/2023	Employee Retirement Reimbursement	173.85
130556	10797	William G. Tullar	12/20/2023	Employee Retirement Reimbursement	44.33
130557	11014	Jean White	12/20/2023	Employee Retirement Reimbursement	44.33
130558	10113	Brian Whitmer	12/20/2023	Employee Retirement Reimbursement	87.36
130559	11457	AT&T - CalNet	12/20/2023		243.72
130560	11406	Basler Services, LLC	12/20/2023	Gov modern chg to Woodward	27,060.12
130561	11116	Blue Mountain Minerals	12/20/2023		172.54
130562	11428	Boutin Jones Inc.	12/20/2023		954.00
130563	11459	C & R Royal SVC, Inc.	12/20/2023		515.06
130564	10154	Calaveras Telephone Co.	12/20/2023		113.93
130565	10184	Clark Pest Control of Stockton Inc.	12/20/2023		182.00
130566	11506	CSDA Member Services	12/20/2023	2024 Membership Dues	1,881.00

130567	11508	James & Debra Curtice	12/20/2023	Tulloch Performance Deposit Refund	3,000.00
130568	10935	Data Path, Inc.	12/20/2023	IT Support November 2023	3,201.75
130569	10245	Doherty Tire of Sonora Inc.	12/20/2023	M/S Tires for 22-1	1,551.19
130570	10250	Downey Brand Attorneys LLP.	12/20/2023	Tulloch Legal Fees	15,377.10
130571	10252	Drugtech Toxicology Services, LLC	12/20/2023		987.00
130572	11048	Fastenal (Vending)	12/20/2023		248.66
130573	10294	FISHBIO	12/20/2023	Fish Studies	29,288.75
130574	10319	General Plumbing Supply Co Inc.	12/20/2023		446.60
130575	10320	General Supply Co.	12/20/2023		301.19
130576	10333	Grainger Inc. W. W.	12/20/2023		146.83
130577	10938	Great America Financial Svcs.	12/20/2023		290.46
130578	10347	HDR Engineering Inc.	12/20/2023	Tulloch/Donnells Stability Analysis	2,947.00
130579	11049	Hunt & Sons, LLC	12/20/2023	Fuel	10,816.18
130580	10366	Hydraulic Controls Inc.	12/20/2023	Snowplow Cylinder	4,378.53
130581	10373	Industrial Electrical Co.	12/20/2023	Beardsley Intake Gate Motor Rebuild	7,273.34
130582	10402	Kamps - High Country Propane	12/20/2023		516.79
130583	10872	Kelly-Moore Paint Company, Inc.	12/20/2023		57.25
130584	11078	Lake Tulloch RV Campground & Marina	12/20/2023		253.55
130585	11430	Landrum, Inc.	12/20/2023	Annual Cyber Service Agreement	1,200.00
130586	10428	Verizon LD - M C I	12/20/2023		28.18
130587	10439	McMaster-Carr Supply Co.	12/20/2023		378.14
130588	10466	Mountain Oasis Water Systems & Btl Co LLC	12/20/2023		237.25
130589	10500	OID ~ Routine	12/20/2023	Admin/Finance Reimbursement November	8,050.99
130590	11011	Pacific Gas & Electric	12/20/2023	Utilities	4,409.75
130591	11438	Pacific Gas & Electric	12/20/2023		51.15
130592	11472	Pacific Gas & Electric	12/20/2023		467.67
130593	11160	Pape Machinery	12/20/2023	Annual Service Agreement	2,340.00
130594	11274	PAR Environmental Services, Inc.	12/20/2023		927.50
130595	11389	Paris Kincaid Wasiewski	12/20/2023		110.00
130596	10536	Pitney Bowes Purchase Power Inc.	12/20/2023		402.50
130597	11414	Provost & Pritchard	12/20/2023	Contract Support, FEMA Sites 1, 2	12,543.00
130598	11501	S & F Sonics, Inc	12/20/2023		266.98
130599	11367	Safeguard Business Systems, Inc.	12/20/2023		132.76
130600	11461	SGS North America Inc.	12/20/2023		70.00
130601	10618	Sierra Motors	12/20/2023		957.20
130602	11260	Sierra Mountain Construction, Inc.	12/20/2023	FEMA Site 6	67,070.00
130603	10632	Slakey Brothers Inc.	12/20/2023		228.44
130604	11495	Western Hydrologic Systems	12/20/2023	Streamgaging	6,250.00
130605	10933	Smile Business Products	12/20/2023		187.64
130606	10641	Sonora Airco Gas & Gear	12/20/2023		34.88
130607	11503	Special District Risk Management Authority	12/20/2023	Workers Compensation Policy	36,414.25
130608	11473	Staples	12/20/2023		303.17
130609	10679	Stiles Truck Body & Equip. Inc.	12/20/2023	23-3 Truck Outfit	23,735.35
130610	11343	Tim O'Laughlin, PLC	12/20/2023	Legal Fees	18,310.00
130611	10749	UPS	12/20/2023		23.28
130612	10776	Waste Mgmt of Cal Sierra Inc.	12/20/2023		406.59
ACH	10813	ACWA Joint Powers Insurance Authority	12/20/2023	Health Benefits	58,153.29
ACH	10813	ACWA Joint Powers Insurance Authority	12/05/2023	Health Benefits	47,025.65
ACH	11471	Douglass Truck Bodies Inc	12/20/2023	23-5 truck Outfit	37,359.98
ACH	10815	Cal PERS System	12/20/2023	EE/ER Retirement Plan	16,777.57
ACH	10815	Cal PERS System	12/05/2023	EE/ER Retirement Plan	16,711.33
ACH	10815	Cal PERS System	12/06/2023	EE/ER Retirement Plan	16,615.19
ACH	11435	VISA	12/19/2023	Travel, OPS Training, Rain Gear, Vehicle Software Update	13,461.56
ACH	10812	Nationwide Retirement Solution	12/05/2023	EE Retirement Plan	3,295.49
ACH	10812	Nationwide Retirement Solution	12/06/2023	EE Retirement Plan	3,292.22
ACH	10812	Nationwide Retirement Solution	12/20/2023	EE Retirement Plan	3,291.62
ACH	10811	IBEW	12/06/2023	EE Union Dues	1,304.66
ACH	10811	IBEW	12/20/2023	EE Union Dues	1,304.66
ACH	10811	IBEW	12/05/2023	EE Union Dues	1,254.16
ACH	10183	Cal PERS S457 Plan	12/20/2023	EE Retirement Plan	1,150.39
ACH	10183	Cal PERS S457 Plan	12/05/2023	EE Retirement Plan	1,141.46
ACH	10183	Cal PERS S457 Plan	12/06/2023	EE Retirement Plan	1,135.89
ACH	10663	Standard Insurance Co.	12/20/2023	Long/Short Term Disability	1,075.88
ACH	10663	Standard Insurance Co.	12/05/2023	Long/Short Term Disability	1,074.80
ACH	11502	Motion & Flow Control Products, Inc	12/20/2023		618.97
ACH	11086	Benefit Resource, LLC	12/04/2023		150.00

Report Total: 721,053.58

BOARD AGENDA REPORT

Date: 1/18/2024
Staff: Andrea Fuller

SUBJECT: 2023 FISHBIO Presentation

RECOMMENDED ACTION:

BACKGROUND AND/OR HISTORY:

FISCAL IMPACT:

ATTACHMENTS:

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) Weststeyn (Yes/No) Spyksma (Yes/No)

BOARD AGENDA REPORT

Date: 1/18/2024
Staff: Summer Nicotero

SUBJECT: FISHBIO Contract Budget and Scope of Work for 2024

RECOMMENDED ACTION: Discussion and possible action to approve the funding for 2024 to Contract with FISHBIO, Inc. and authorize the General Manager to execute the 2024 Professional Services Agreement 2024-PSA-TDP-01.

BACKGROUND AND/OR HISTORY:

As part of the 2024 contract renewal discussion, FISHBIO provided a budget for 2023, 2024, and 2025 to finish out the fish studies previously approved. The Board approved all the proposed studies except the rotary screw trap funding.

Staff is requesting the additional \$90,000 for the rotary screw trap and for the board to authorize the General Manager to execute the contract for the approved amount and scope of service.

FISCAL IMPACT: \$ 90,000
\$215,000 Board approved December 2023
\$305,000 – included in 2024 budget

ATTACHMENTS: Exhibit A - Stanislaus fall-run Chinook stock-recruit analysis memo
Exhibit B - FISHBIO, Inc. Professional Services Agreement 2024-PSA-TDP-01

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) Weststeyn (Yes/No) Spyksma (Yes/No)

Proposed 2024 Stanislaus River Fish Studies Budget

This memorandum presents proposed Stanislaus River fish studies and estimated study costs for 2024. Costs and proposed study elements for 2024 remain the same as projected in our January 2023 budget memorandum which projected costs through 2025. Each study is discussed below including a brief review of 2023 and proposed effort in 2024.

Stock-Recruit

In 2019, the State Water Resources Control Board convened an advisory panel which was tasked with recommending methods for formulating biological goals related to the objectives of the Bay-Delta Plan. The key recommendation called for the use of a fisheries stock-recruit model to better understand the drivers of productivity of salmon populations, in addition to monitoring abundance. Using data on the number of adults returning to spawn (i.e., stock) and the number of offspring surviving to a point in time (i.e., recruits), a stock-recruit model describes the relationship between stock, the predictor variable, and recruits, the response variable. The curve of this relationship approximates the productivity of a population accounting for density-dependent effects.

The Stanislaus represents one of the few places in the Central Valley where this approach can be applied given long-term data collection at the Oakdale and Caswell rotary screw trap sites. During 2023 we compiled available data and worked with Dr. Josh Korman of EcoMetrics to model juvenile salmon production to both Oakdale and Caswell. Model development was completed in and the report of findings from the analyses is nearing completion. Following completion of the report we propose to develop a manuscript to submit for publication in a peer-reviewed journal in 2024. This is consistent with what was proposed to and approved by the Tri Dam Board in January 2023. The estimated cost to complete this work in 2024 is \$30,000.

O. mykiss Census

Annual summer snorkel surveys have been conducted since 2009 to estimate the abundance of *O. mykiss* in the Stanislaus River. This effort was initiated in response to NMFS Biological Opinion for steelhead, and the primary project objective remains to document changes in the population relative to management actions. The estimated cost to conduct the population census in 2024 is \$60,000.

WIIN Act Predation Study

This year marked the fifth and final year of the WIIN Act Predation Study with the final field data collection completed in spring 2023. The scope of the study in 2023 was similar to 2021 and 2022. In addition to field data collection, effort in 2023 has included updating data analyses and developing chapters of the synthesis report. This format allows for select chapters to more readily be developed into manuscripts that will be submitted for peer-reviewed publication. The first manuscript presenting findings of predator diet analysis from this study has been peer-reviewed and accepted for publication, and a second manuscript regarding striped bass occupancy is soon to be re-submitting following edits in response to peer-review comments. The in-press manuscript entitled "Diets of native and non-native piscivores in the Stanislaus River, California under

contrasting hydrologic conditions” will be published this month in San Francisco Estuary and Watershed Science.

It is anticipated that data analyses and development of the study report and recommendations will continue through June 2025, allowing time to work through interpretation and reporting of study findings with NMFS. A report to Congress is anticipated in December 2025 and NMFS has indicated that they will need the final six months leading up to December 2025 for internal review to finalize the report. Estimated costs to complete the study through 2025 are \$125,000 per year.

RST Monitoring

Rotary screw trap monitoring has provided a long-term dataset for the stock-recruit analyses and has been an integral component to the predator study. One finding of the predator study as presented in the in-press manuscript is that non-native predators strongly favor native prey. This is not only salmon, but a shocking number of lamprey were also observed in the diets suggesting significant impacts to this native species that is of growing concern. However, unlike Chinook salmon, we have not estimated trap efficiency for lamprey in the Oakdale RST and therefore cannot estimate their abundance and population level impact of predation. Given this observation, we applied earlier this year to the National Fish Habitat Partnership for funding through the Pacific Lamprey Conservation Initiative to estimate trap efficiency for lamprey if the Oakdale RST is in operation. Our proposal was recommended for funding, and a final funding decision will be made in spring 2024, likely after the majority of the lamprey migration has already occurred. If operation of the Oakdale RST is continued, the estimated cost is \$90,000 per year for intermittent sampling to estimate the abundance of juvenile salmon and lamprey.

Table 1. Estimated costs of Stanislaus River fish studies 2021-2025.

	2021	2022	2023	2024	2025
Weir	\$ 15,000	\$ -	\$ -	\$ -	\$ -
RST	\$ 125,000	\$ 90,000	\$ 90,000	\$ -	\$ -
<i>O. Mykiss</i>	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Predation Study*	\$ 500,000	\$ 475,000	\$ 450,000	\$ 125,000	\$ 125,000
Publications	\$ 100,000	\$ 125,000	\$ -	\$ -	\$ -
Consulting	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -
Stock-recruit	\$ -	\$ -	\$ 165,000	\$ 30,000	\$ -
Total	\$ 825,000	\$ 775,000	\$ 765,000	\$ 215,000	\$ 185,000
RST monitoring (optional)				\$ 90,000	\$ 90,000

*Predation study reporting and publications combined in 2024 and 2025.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is effective as of January 1, 2024, (the "Effective Date") by and between the **Tri-Dam Project**, a partnership of the **Oakdale** and **South San Joaquin Irrigation Districts**, irrigation districts governed by the provisions of Division 11 of the California Water Code (collectively, "Client"); and FISHBIO, Inc. ("Consultant").

In consideration of the promises herein and for other good and valuable consideration, the parties hereto agree as follows:

- 1. Services:** Client and Consultant agree Consultant will perform the following general services: **Fisheries research, monitoring, and consulting.**

Services to be provided by Consultant and other work to be performed by Consultant ("Work") are specifically described in the Scope of Work attached hereto as **Exhibit A**, which is incorporated herein by this reference.

Consultant's key personnel assigned to, and who shall be primarily responsible for carrying out the Work, are as follows:

Name	Classification/Position	Project Role
Doug Demko	Principal biologist	Program co-manager
Andrea Fuller	Principal biologist	Program co-manager
Matt Peterson	Senior biologist	Project co-manager
Jason Guignard	Biologist III	Project co-manager

Consultant may replace, substitute, reassign, or remove key personnel from the Work by written approval of Client. However, where key personnel are unable to perform the Work due to absence, leave, or termination of employment, Client approval shall not be required but Consultant shall notify Client of the change.

- 2. Term of Agreement.** This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, unless amended pursuant to Section 18 or terminated pursuant to Section 19 herein.
- 3. Schedule for Performance.** Consultant shall perform the Work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.
- 4. Compensation and Price Ceiling.** The compensation to be paid by Client to Consultant for the Work shall be on a time and materials basis in accordance with the Budget / Rate and Fee Schedule attached hereto as **Exhibit B**. The Budget / Rate and Fee Schedule shall be effective for the duration of performance of the Work, unless otherwise negotiated by the parties, approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement.

Total compensation to Consultant for Work performed under this Agreement, including fees and expenses, shall not exceed the total price ceiling of: **Three Hundred Five Thousand Dollars (\$305,000).**

- 5. Invoicing and Payment.** Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. All invoices are to be sent to the Client's Accounts Payable department with the project name listed on the invoice, and must indicate the hours actually worked by each classification as well as all other directly-related costs. Client shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay, within thirty (30) days' approval, all approved invoices. Client reserves the right to withhold payment of disputed specific items and shall give notice to the Consultant, pursuant to Section 6 herein, of all such disputed specific items within ten (10) days following receipt of billing or invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.
- 6. Notices.** Any notices or other communications to be given to any party pursuant to this Agreement shall be given by delivering same in writing to the parties at the addresses set forth below:

"CLIENT"

Tri-Dam Project

P.O. Box 1158
Pinecrest, California 95364-0158
Attn: Summer Nicotero, General Manager
Telephone: (209) 965-3996
Facsimile: (209) 965-4235

"CONSULTANT"

FISHBIO, Inc.

1617 S. Yosemite Avenue
Oakdale, CA 95361
Attn: Andrea Fuller
Telephone: (209) 847-6300

With courtesy copies to:

Oakdale Irrigation District

1205 E. F Street
Oakdale, California 95361
Attn: Scot Moody, General Manager
Telephone: (209) 847-0341
Facsimile: (209) 847-3468

South San Joaquin Irrigation District

P.O. Box 747
Ripon, California 95366-0747
Attn: Peter Rietkerk, General Manager
Telephone: (209) 249-4600
Facsimile: (209) 249-4688

Notice shall be deemed given when deposited into the United States mail, postage prepaid, addressed to the parties at the addresses above. Nothing shall preclude the giving of personal notice or notice by e-mail or facsimile machine provided, however, that notice by e-mail or facsimile machine shall be followed by notice deposited into the United States mail as set forth above.

7. Independent Contractor: It is understood and agreed that Consultant is an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship:

- a. Consultant, in the performance of its obligations under this Agreement, is subject to the control or direction of Client as to the designation of tasks to be performed, and the work to be accomplished but not the means, methods or sequence used by Consultant for accomplishing the work. Client shall have the right to guide the Consultant's work efforts, but not direct the results nor the manner or the means by which the work is performed.
- b. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant.
- c. Consultant and Consultant's employees are not authorized to act as agent for, or make any representation, contract, or commitment on behalf of Client.
- d. Consultant shall not be entitled to any benefits payable to employees of Client.
- e. Client will not make any deductions or withholdings from the compensation payable to Consultant under this Agreement, and will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Consultant's behalf.
- f. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Consultant's performance of services and receipt of fees under this Agreement. Consultant agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Consultant, its agents or employees under this Agreement. Consultant hereby agrees to indemnify and defend Client against any and all such taxes or contributions, including penalties and interest.
- g. Consultant hereby indemnifies and holds Client harmless from any and all claims that may be made against Client based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

8. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations and consulting services to Client. Consultant shall not possess any authority with respect to any decision of Client. Client is responsible for, and shall make all policy decisions related to, the Work performed by Consultant.

9. Potential Conflicts of Interest.

- a. Consultant shall disclose its involvement in any projects which may be directly affected by actions taken by Client based on the services provided hereunder. Consultant shall not write a proprietary specification for material, equipment, or service from companies in which it holds a beneficial interest.
- b. Consultant certifies that it has disclosed to Client any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant hereby agrees to advise Client in writing of any actual, apparent, or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement and shall give such notice pursuant to Section 6 herein,

within ten (10) days of Consultant's knowledge of such conflict. District reserves the right to require Consultant to submit a financial disclosure statement.

- c. Consultant agrees to refrain from other engagements that may present an actual, apparent or potential conflict of interest with respect to the work covered by this Agreement. Consultant may request a waiver of these requirements from District. The request for a waiver must be in writing and shall contain a disclosure and description of the actual, apparent or potential conflict of interest and Consultant's reasons and justification for requesting such a waiver. The request shall be submitted to District pursuant to Section 6 of this Agreement.

10. Ownership of Work Product. All technical data, evaluations, plans, specifications, maps, drawings, images, reports or other work product of Consultant prepared pursuant to this Agreement constitute work made for hire ("Work Product").

- a. All Work Product shall be delivered to Client upon completion of the services authorized hereunder, and shall become, the property of Client, and Client shall be the copyright holder thereof. Client shall have the right to make and retain copies and use all Work Product; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Client agrees to indemnify and hold Consultant harmless if Work Product is used for other than its original intended purpose.
- b. Consultant retains no rights to use the Work Product and agrees not to challenge the validity of Client's rights or ownership in the Work Product. Consultant may retain copies of the Work Product for its files and internal use. Consultant's publication or release of any or all of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by Client.
- c. If Consultant has any rights to the Client Work Product that cannot be assigned to Client, (a) Consultant unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against Client with respect to such rights, and agrees, at Client's request and expense, to consent to and join in any action to enforce such rights, and (b) Consultant unconditionally and irrevocably grants to Client during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

11. Indemnification. Consultant, by execution of this Agreement, specifically agrees to hold harmless, defend and indemnify District, its officers, agents, and employees from and against any and all actions, claims, loss, liability, damage and expense arising out of, pertaining to, or relating to the negligent, reckless, or willful misconduct of Consultant, Consultant's employees or subconsultants engaged by Consultant in connection with the work of Consultant pursuant to the terms of this Agreement, excepting only such injury and harm as may be caused solely and exclusively by Client's sole negligence, willful misconduct or active negligence. In no event shall the cost to defend charged to Consultant exceed Consultant's professional's proportionate percentage of fault. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Consultant is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold Client harmless from and against any and all liabilities, losses or

damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence of such design professional or its agents, employees, or subcontractors, or their agents or employees. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Client, its directors, officers, employees, or authorized volunteers.

12. Insurance. During the performance of the Services under this Agreement, Consultant and each subconsultant retained by Consultant shall maintain at their own expense the following insurance:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- (2) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Workers' Compensation Insurance in accordance with Section 3700 of the California Labor Code and Employers' Liability Insurance Act, with a limit of \$1,000,000 for each occurrence. Consultant shall provide a certificate of compliance in the form attached as **Exhibit C**.
- (4) Errors and Omissions or other applicable Professional Liability coverage in the minimum amount of \$1,000,000.

Said insurance will be evidenced by certification filed with the Client as otherwise specified by this Agreement. All policies shall name **"the Oakdale Irrigation District, the South San Joaquin Irrigation District, the Tri-Dam Project, and each of their respective directors, officers, employees and volunteers"** as additional insureds on the General Commercial Liability and Automobile Liability policies.

a. Commercial General Liability and Automobile Liability Insurance: Consultant shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

1. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
2. **Limits:** Consultant shall maintain limits no less than the following limits:
 - i. General liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or

insurer's equivalent endorsement provided to Client) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and

- ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.

3. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- i. "The South San Joaquin Irrigation District, and each of their respective directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant." The coverage shall contain no special limitations on the scope of protection afforded to Client, its directors, officers, employees, or authorized volunteers;
- ii. For any claims related to the Services, Consultant's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by Client, shall be non-contributory.
- iii. Any failure by Consultant to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to Client, its directors, officers, employees, or authorized volunteers; and
- iv. Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. **Subrogation:** Consultant shall waive all rights of subrogation against Client.

- b. **Workers' Compensation and Employer's Liability Insurance:** Consultant and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to Worker's Compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act." Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Consultant shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

If Consultant is a Sole Proprietor, a Sole Proprietor Business Affidavit Form must be on file with the Client prior to the start of the Work or providing Services.

- c. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by Client.

- d. Acceptability of Insurers:** Consultant shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by Client.
- e. Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Consultant under this Agreement, as represented by Certificates of Insurance and all required endorsements issued by the insurance carrier, must be furnished to Client prior to Consultant starting the Work. Such Certificates of Insurance/endorsement shall state that Client will be notified in writing thirty (30) days prior to cancellation of insurance. Timely renewal certificates will be provided to Client.
- f. Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Consultant shall deliver all applicable renewal certificates to Client at least ten (10) days prior to the expiration date.

13. Confidentiality. Consultant shall not, either during or after the term of this Agreement, disclose to any third party, any confidential information relative to the work of Client without the prior written consent of Client.

14. Non-Discrimination in Employment. Consultant shall not discriminate against any employee, applicant for employment or volunteer because of race, color, creed, religion, national origin, sex, age, or physical, mental handicap or any other basis prohibited by applicable law.

- a. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, physical or mental handicap or any other basis prohibited by applicable law. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices that Consultant shall provide an atmosphere free of harassment as prohibited by applicable law for employees, clients, and volunteers.
- b. Consultant shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, age, physical or mental handicap or any other basis prohibited by applicable law.

15. Financial Records. Consultant shall retain all financial records, including, but not limited to, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this Agreement for four (4) years after the expiration of this Agreement. Either District or any duly authorized representative of Client shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

16. Compliance with Laws; Labor Code Provisions. It is the responsibility of the Consultant and any subconsultant to comply with all federal, state and local laws and regulations applicable to Consultant and any subconsultant, including provisions of DIVISION 2, PART 7 of the California Labor Code, and those provisions governing the payment of prevailing wages, working hours, overtime, the employment of apprentices and record keeping requirements. Copies of the prevailing rate of per diem wages are available at District's principal office and will be made

available to any interested party on request. The following sections of the California Labor Code are incorporated into and made a part of this Agreement and will be made available by District upon request: Section 1771 (prevailing wage requirement,) Section 1810 (eight hour workday,) Section 1813 (penalty for failure to pay overtime,) Section 1777.5 (apprenticeship requirements); Section 1776 (recordkeeping requirements) and Section 1771.4 (job site posting).

17. Assignment. Consultant may not assign its rights or obligations hereunder without the prior written consent of Client, which may be granted or withheld in Client's sole discretion.

18. Amendments. Modification or amendments to the terms of this Agreement shall be approved by Client's Board of Directors, and consented to in writing by Client as an amendment to this Agreement, and executed by all parties.

19. Termination. Either party shall have the right to terminate this Agreement at any time by serving upon the other party thirty (30) days' advance written notice of termination. The notice shall be deemed served and effective for all purposes on the date it is deposited in the United States mail, postage prepaid and addressed to Consultant at the address indicated in Section 6. In the event of such notice of termination:

- a. Consultant shall, as directed by Client or on such other mutually acceptable terms, proceed with the orderly shutdown of project activities, cease rendering further services and proceed with archiving of project materials.
- b. Consultant shall deliver to Client copies of all writings and other Work Product prepared pursuant to this Agreement. The term "writings" shall be construed to mean and include handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostating, photographing, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- c. Client shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- d. Client shall pay Consultant for work performed until the effective date of termination, subject to the limitations prescribed by Sections 4 and 5 of this Agreement.

20. No Rule of Strict Construction. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be applied against any party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of the Agreement will continue in effect.

21. Applicable Law; Venue. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of California. Any claims or litigation arising under this Agreement shall be brought by the parties in the Superior Court of California, County of Stanislaus.

22. Survival. The ownership of work product provisions of Section 10, the indemnity provisions of Section 11, the confidentiality provisions of Section 13 and the inspection provisions of Section 15 shall survive the expiration or other termination of this Agreement.

23. Entire Agreement. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and Consultant.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed effective as of the Effective Date identified above.

CLIENT

Tri-Dam Project

CONSULTANT

FISHBIO, Inc.

Summer Nicotero,
General Manager

Date

Andrea Fuller, VP

Date

EXHIBIT “A” SCOPE OF WORK

Stock-Recruit

During 2023 we compiled available data and worked with Dr. Josh Korman of EcoMetrics to model juvenile salmon production to both Oakdale and Caswell. Model development was completed and the report of findings from the analyses is nearing completion. Following completion of the report we propose to develop a manuscript to submit for publication in a peer-reviewed journal in 2024. This is consistent with what was proposed to and approved by the Tri Dam Board in January 2023. The estimated cost to complete this work in 2024 is \$30,000.

O. mykiss Census

Annual summer snorkel surveys have been conducted since 2009 to estimate the abundance of *O. mykiss* in the Stanislaus River. This effort was initiated in response to NMFS Biological Opinion for steelhead, and the primary project objective remains to document changes in the population relative to management actions. The estimated cost to conduct the population census in 2024 is \$60,000.

WIIN Act Predation Study

It is anticipated that data analyses and development of the study report and recommendations will continue through June 2025, allowing time to work through interpretation and reporting of study findings with NMFS. A report to Congress is anticipated in December 2025 and NMFS has indicated that they will need the final six months leading up to December 2025 for internal review to finalize the report. Estimated costs to complete the study through 2025 are \$125,000 per year.

RST Monitoring

Rotary screw trap monitoring has provided a long-term dataset for the stock-recruit analyses and has been an integral component to the predator study. One finding of the predator study as presented in the in-press manuscript is that non-native predators strongly favor native prey. This is not only salmon, but a shocking number of lamprey were also observed in the diets suggesting significant impacts to this native species that is of growing concern. However, unlike Chinook salmon, we have not estimated trap efficiency for lamprey in the Oakdale RST and therefore cannot estimate their abundance and population level impact of predation. Given this observation, we applied earlier this year to the National Fish Habitat Partnership for funding through the Pacific Lamprey Conservation Initiative to estimate trap efficiency for lamprey if the Oakdale RST is in operation. Our proposal was recommended for funding, and a final funding decision will be made in spring 2024, likely after the majority of the lamprey migration has already occurred. If operation of the Oakdale RST is continued, the estimated cost is \$90,000 per year for intermittent sampling to estimate the abundance of juvenile salmon and lamprey.

EXHIBIT "B"

BUDGET / RATE AND FEE SCHEDULE

Budget

Life-cycle Monitoring	\$ 90,000
Predation Study	125,000
Stock Recruit	30,000
O.mykiss	<u>60,000</u>
Total Budget	\$305,000

Rate and Fee Schedule:

Hourly service rates are provided for each service category in the table below followed by a description of other charges which may be billed. Hourly rates will be pro-rated to the nearest $\frac{1}{4}$ hour (e.g., 15 minutes).

<i>Position</i>	<i>Rate</i>
Principal Biologist	\$180
Senior Biologist	\$160
Biologist 3	\$150
Biologist 2	\$140
Biologist 1/ Graphical Design	\$120
Technician 2	\$95
Technician 1	\$85
Office Assistant	\$75

Project specific expenses including, but not limited to, purchase of and repairs to rotary screw traps, weirs, and telemetry equipment; warning signs posted at monitoring sites; boat rental; travel costs (i.e., vehicle mileage and rental, gas for boats, and lodging), and specialty printing costs (i.e., posters, aerial photographs, brochures) will be charged at cost. Equipment expenses for pilot or highly specialized projects (e.g., telemetry studies) will also be charged at cost.

Subcontractor charges will be billed at cost plus 10% for services and at cost for all other expenses.

EXHIBIT “C” 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.

“CONSULTANT”

By: _____ Dated: _____

Name: _____

Title: _____

BOARD AGENDA REPORT

Date: 1/18/2024

Staff: Daniel Hogue

SUBJECT: Tulloch Unit 1 and Unit 2 Governor Retrofit

RECOMMENDED ACTION: Approve the budgeted proposal from Basler Services, LLC to retrofit Tulloch unit 1 and unit 2 governors.

BACKGROUND AND/OR HISTORY:

Tulloch Unit 1 and Unit 2 have the original mechanical Woodward gate shaft governors controlling the unit speed. Due the age of these governors we are having difficulty acquiring parts for them. Both units have difficulty maintaining 60 cycles in order to parallel to the bulk electrical system. We would like to retrofit both units to digital so they have parts that are supported and modern speed control. This will increase reliability both remotely and locally.

Recommend using Basler Services as a sole source. In 2022, we used them for governor upgrades at Donnells and Beardsley. We were very happy with the product, reliability, and support they have provided. Additionally, the systems and hardware will be the same as what we installed in 2022, making it easier to stock back up parts and obtain support.

FISCAL IMPACT: \$300,000 included in 2024 Capital Budget

ATTACHMENTS: Basler Services Quote
Pictures of Governor

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)

Task	Quantity	Description	Bserv	Task Total
1	1	Kick off Meeting /Site Measurements - 1 x Basler Services Eng	\$ 10,240.00	\$ 10,240.00
2	1	Engineering and Design for both units	\$ 30,520.00	\$ 30,520.00
2.1		Preliminary Engineering	\$ 16,280.00	
2.2		Final engineering	\$ 7,040.00	
2.3		Project Management	\$ 7,200.00	
3	2	Hardware, Fabrication & Testing	\$ 92,401.51	\$ 184,803.01
3.1		Gateshaft Control Enclosure	\$ 35,847.60	
3.2		Local Governor Touchscreen (12.1")	\$ 3,931.25	
3.2a		Remote Governor Touchscreen (12.1")	\$ 3,931.25	
3.3b		Governor Gauge Panel (GL, GP, SPD, FLOW)	\$6,276.43	
3.3		Valve Retrofit / SD Manifold	\$ 13,875.00	
3.4		Valve Spool Feedback (LVIT, Cable & Brackets)	\$ 1,625.00	
3.5		Dual Filter Assembly	\$ 4,364.41	
3.6		Speed Gear	\$ 6,515.58	
3.7		Gate Position Feedback (LVIT, Cable & Brackets)	\$ 3,187.50	
3.8		MW Transducer	\$ 3,447.50	
3.9		Optional Software	\$ -	
3.1		Manufacturing & Test Setup	\$ 7,900.00	
3.11		Shipping, crating & Insurance	\$ 1,500.00	
4	1	FAT	\$ 6,880.00	\$ 6,880.00
4.1		Factory Acceptance Test (both units)	\$ 6,880.00	
5	1	Field Commissioning, Testing & Training	\$ 19,095.00	\$ 19,095.00
5.1		Commissioning & Testing (5 Days @ 10 hr x Day)	\$ 19,095.00	
6	1	Project CloseOut	\$ 6,400.00	\$ 6,400.00
6.1		Complete O&M Manuals & Final Drawings	\$ 6,400.00	
7	1	Spare Parts	\$ 21,738.08	\$ 21,738.08
7.1		Recommended Spare Parts List	\$ 21,738.08	
		Project Total		\$ 279,676.09

QTY/HRS	Description	Sell Price	Line Total	Price
	Onsite Kick Off Meeting (PM/ENG 2 days onsite)			\$ 10,240.00
16	ENG Round Trip Travel	220	3520	
16	ENG onsite time	220	3520	
4	T&L	550	2200	
1	Airline	1000	1000	
	Project Management			\$ 7,200.00
40	Project Management	180	7200	
	Preliminary Engineering (50% Design)			\$ 16,280.00
16	Touchscreen Preliminary Screens (Modification of Beardsley)	180	2880	
16	Governor Software Modifications (Modification of Beardsley)	180	2880	
8	Hydraulic Schematic	180	1440	
24	BackPanel Layout, wiring & BOM (drafting)	85	2040	
8	SSG / PMG / Speed Sensing Arrangement Drawing & BOM	220	1760	
8	Gate Servo Feedback Drawing & Bracket Design	220	1760	
8	EHI Arrangement / BOM	220	1760	
8	Preliminary DOSO	220	1760	
	Detailed engineeringg & Construction Documents			\$ 7,040.00
16	Final Documentation	220	3520	
8	FAT Test Plan	220	1760	
8	SAT Test Plan	220	1760	
	Factory Acceptance Test (both units)			\$ 6,880.00
8	FAT Setup (in house tech)	160	1280	
24	FAT TEST (Internal)	180	4320	
8	FAT Teardown / Packaging (in house tech)	160	1280	
	Onsite Installation & Commissioning			\$ 19,095.00
16	ENG Round Trip Travel	220	3520	
50	ENG onsite time (5 x 10 hour days)	220	11000	
6.5	T&L	550	3575	
1	Airline	1000	1000	
	Project CloseOut			\$ 6,400.00
16	O&M Manuals	220	3520	
16	Final Drawings	180	2880	

Engineering, Drawings, and Documentation for both units

\$ 73,135.00

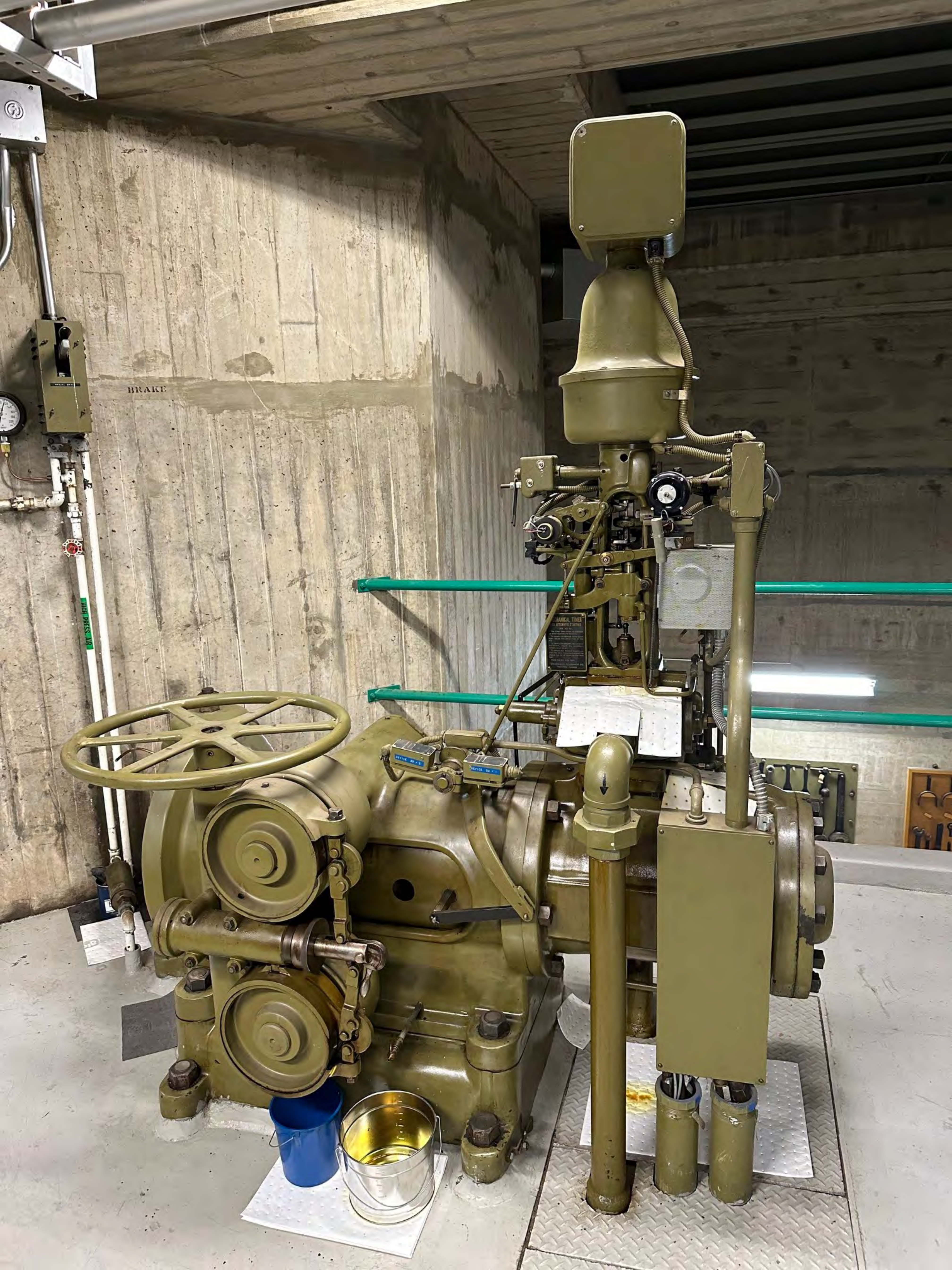
Quantity	Description	Sell Price	Line Total	Price
	Gateshaft Control Enclosure			\$ 35,847.60
001	Flex 500 BulkHead Mount LV-STD	10805	10805	
2	24 Vdc Power Supplies (20A)	\$523.75	\$1,047.50	
1	Diode Module - 40A, redundant Supplies	\$137.50	\$137.50	
2	Input Power CB's 2 pole - UL 489 Dinrail	\$68.75	\$137.50	
6	24 Vdc CB Single Pole Dinrail Mount	\$47.50	\$285.00	
8	DO Relay, mag blowout, din rail base, supression diode	\$67.81	\$542.50	
10	Discrete Input Relays C3 Controls (120Vac/125 Vdc)	\$12.50	\$125.00	
10	Discrete Input Relays C3 Controls (24 Vac/dc)	\$12.50	\$125.00	
1	Moxa EDS 208 Ethernet Switch Unmanaged 8port	\$169.69	\$169.69	
1	PT Interface Module (2 Channel)	\$687.50	\$687.50	
100	Terminal Blocks	\$3.48	\$347.50	
1000	Wire 16 awg single conductor Tinned, UL1015/MTW (panel build &)	\$0.16	\$158.75	
200	Cable 1xtwisted pair 18 AWG Black Overall shield	\$0.41	\$82.50	
1	Ground Bar - Hubell, 10" x 2" x 1/4" thick 16 x 1/4-20 tapped holes	\$183.46	\$183.46	
1	Dinrail, Panduit, ground bar, completing parts	\$625.00	\$625.00	
50	Terminal Blocks (50)	\$3.43	\$171.25	
1	Enclosure (36" x 30" x 8") NEMA Type 3R, 4, 12 and Type 13	\$573.41	\$573.41	
1	Mounting Brackets (not required if wall mounted)	\$1,500.00	\$1,500.00	
1	Back Panel (Galvanized)	\$154.96	\$154.96	
1	Filter / Fan (4.2H x 4.2W x 3.10D)	\$275.75	\$275.75	
1	Exhaust Filter (5.91" x 5.91" x 1.15")	\$74.53	\$74.53	
1	Thermostat (adjustable for Fan Control)	\$51.88	\$51.88	
	Local Governor Touchscreen (12.1")			\$ 3,931.25
1	12" Touchscreen (Same as Beardsley)	\$2,431.25	\$2,431.25	
1	Inductive Automation Ignition Panel License	\$1,500.00	\$1,500.00	
	Remote Governor Touchscreen (12.1")			\$ 3,931.25
1	12" Touchscreen (Same as Beardsley)	\$2,431.25	\$2,431.25	
1	Inductive Automation Ignition Panel License	\$1,500.00	\$1,500.00	
	Governor Gauge Panel (GL, GP, SPD, FLOW)			\$6,276.43
1	Wreschler - Gate Position / Gate Limit Indicator	\$2,248.30	\$2,248.30	
1	Wreschler - 4B5X guage with custom labels & scale (speed)	\$1,795.31	\$1,795.31	
1	Wreschler - 4B5X guage with custom labels & scale (flow)	\$1,795.31	\$1,795.31	
1	sheet metal conversion panel(s)	\$437.50	\$437.50	
	MW Transducer			\$ 3,447.50
1	MW Transducer (SEL 735 monochrome display)	\$3,447.50	\$3,447.50	
	Optional Software			\$ -
000	Control Assistant	1015	0	
000	GAP Programmer 4.x	8375	0	
000	Monitor GAP 4.0	1230	0	
	Valve Retrofit / SD Manifold			\$ 13,875.00
1	DA Shutdown / Control Manifold (Gateshaft Version)	5000	5000	
1	ATOS Proportional Valves	6125	6125	
1	Proportional Valve Cable (25 foot)	312.5	312.5	

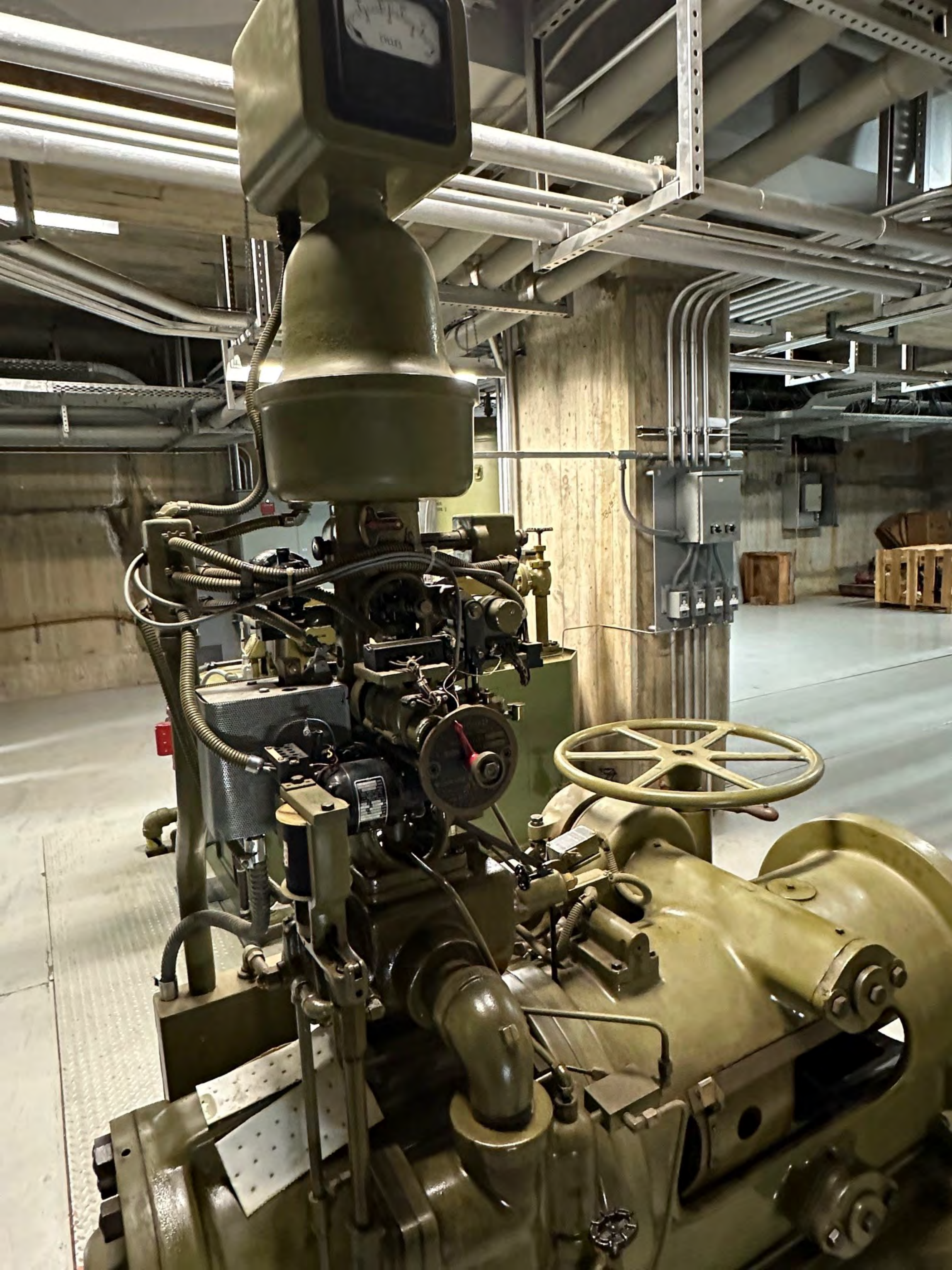
1	Shutdown Solenoid Valves (24 Vdc)	562.5	562.5	
1	Mounting & Misc. Hardware	562.5	562.5	
1	Shutdown Solenoid Valve Cable (25 foot)	312.5	312.5	
1	Tubing / Fittings / Misc. to complete installation	1000	1000	
	Valve Spool Feedback (LVIT, Cable & Brackets)			\$ 1,625.00
1	LVIT Linear Transducer (Modern version of LVDT)	687.5	687.5	
1	Brackets & LVIT Mounting (304 SS)	750	750	
1	LVIT to PLC Cable	187.5	187.5	
	Dual Filter Assembly			\$ 4,364.41
1	Dual Filter Assembly (locking isolation valves, 20 GPM)	3801.9068	3801.9068	
2	Dirty Filter Indicator Cables	187.5	375	
1	Dual Filter Interface fittings	187.5	187.5	
	Speed Gear			\$ 6,515.58
1	Speed Gear - Split assume 8" shaft (required if no PMG / SSG)	4375	4375	
1	Junction box for terminating Speed Sensors (16x12x6)	299.325	299.325	
1	Bracket / Hardware for 2 - ZVPU Probes	437.5	437.5	
2	ZVPU Probes	375	750	
2	ZVPU Cables (1 meter to term in SSG terminal box)	281.25	562.5	
50	Speed Sensor Cable 2 pair PLTC 300V 16 AWG `	1.825	91.25	
	Gate Position Feedback (LVIT, Cable & Brackets)			\$ 3,187.50
1	Bracket / Hardware for Redundant Gate Posn. Fdbk Sensors	1000	1000	
1	LVIT harsh environment Sensors (Up to 18")	1875	1875	
1	50 foot Cable	312.5	312.5	
	Manufacturing & Test Setup			\$ 7,900.00
40	Manufacturing / Assembly	160	6400	
	Shipping, crating & Insurance			\$ 1,500.00
1	Manufacturing / Assembly (1500 per unit shipped)	1500	1500	

Total Gateshaft Retrofit (Hardware for 1 unit)

\$ 92,401.51

Quantity	Description	Sell Price	Line Total	Price
	Recommended Spare Parts List			\$ 21,738.08
001	Flex 500 BulkHead Mount LV-STD	10805	10805	
1	LVIT Linear Transducer Spool Feedback (Distributing valve Feedback)	687.5	687.5	
1	Governor Proportional Valve (ATOS or REXROTH)	6125	6125	
1	Shutdown Solenoid Valves (24 Vdc)	562.5	562.5	
1	ZVPU Probes	281.25	281.25	
1	PT Interface Module	550	550	
1	LVIT harsh environment Sensors (Up to 18") (Gate Position Feedback)	1875	1875	
1	24 Vdc Power Supplies (20A) (Governor 24 Vdc Power Supply)	\$523.75	\$523.75	
2	24 Vdc CB Single Pole Dinrail Mount (24 Vdc Circuit Breaker)	\$47.50	\$95.00	
2	DO Relay, mag blowout, din rail base, supression diode (Interposing Relay)	\$67.81	\$135.63	
2	Finder Relay 8A DPDT (Interposing Relay)	\$23.73	\$47.45	
2	Discrete Input Relays C3 Controls (120Vac/125 Vdc) (Interposing Relay)	\$12.50	\$25.00	
2	Discrete Input Relays C3 Controls (24 Vac/dc) (Interposing Relay)	\$12.50	\$25.00	





BOARD AGENDA REPORT

Date: 1/18/2024

Staff: Summer Nicotero

SUBJECT: Compliance Coordinator Job Description Revision

RECOMMENDED ACTION: Approve Revision to the Compliance Coordinator Job Description

BACKGROUND AND/OR HISTORY:

In 2011 the Compliance Coordinator position was created to shift the workload from outside consulting to an employee role. As a result of the retirement of the Compliance Coordinator, staff have reviewed the role of this position and propose to amend the job description to include plant safety as a component. Currently there is not a person assigned to monitor or promote safety at the Project. The addition of these duties will begin the development of a robust safety program. Some duties currently assigned to this role may be shifted to administration staff to alleviate workload issues that may arise with the additional duties.

The position will continue to monitor permitting activities on Tulloch, assist with FERC and other regulatory agency requirements, while also creating and monitoring a Project safety program.

The revised job description is less prescriptive as it relates to Planning activities and experience and shifts to an overall compliance view.

In addition, the required education and experience were modified to remove the degree requirement and allow for experience as qualifying.

FISCAL IMPACT: None - budgeted position

ATTACHMENTS: Revised Compliance Coordinator Job Description

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)



COMPLIANCE COORDINATOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION

Under general direction of the General Manager, organize, conduct and manage the compliance duties of the Tri-Dam Project; coordinate all permit related activities for all Tri-Dam Project facilities both in terms of the processing of permit applications from private landowners to the administration of Tri-Dam administered projects and facilities. Facilitate and maintain compliance with Tri-Dam's project licenses, as issued by the Federal Energy Regulatory Commission (FERC). Plan and coordinate a variety of health and safety programs to meet applicable regulations and compliance requirements. Serve as liaison to OSHA and other regulatory agencies; advise staff on safety practices and procedures. Represent the General Manager in meetings as directed. Perform other related duties as assigned.

The position requires a thorough knowledge of the principles and practices of workplace safety, permit administration and FERC license compliance.

EXAMPLES OF ESSENTIAL DUTIES – Duties may include, but are not limited to the following:

- Gathers a variety of information and data for the preparation of management studies and plans associated with reservoir and facility management in conformance with FERC requirements.
- Develops and implements agency policies and procedures; interprets and assists in ensuring agency compliance with all FERC requirements and procedures, standards of quality and safety, and all applicable local, state, and federal laws and regulations.
- Serves as the lead in development and implementation of a comprehensive safety program; develops initiatives to increase safe practices in the workplace.
- Serves as liaison and key point of contact with OSHA and other federal or state regulatory agencies.
- Coordinate the scheduling of Tri-Dam Board agenda items, as directed, including the preparation of staff reports, when required. Assist in the development of staff recommendations on matters to be heard by the Board of Directors relative to permit processing and other agency compliance matters.
- Conducts periodic inspections of agency facilities and jobsites to identify safety and/or environmental hazards; issues notices of hazards and required abatements.

- Responsible for quarterly safety committee meetings; manages safety training assignments, creates a system of record for all training assignments and completions.
- Tracks and responds to all safety incidents, creates a system of record for recording incidents and concerns.
- Processes the permit application paperwork and prepares draft permits for all private development requests. Conducts monitoring inspections, drafts letters and assists in the resolution of permit compliance for all reservoir facilities, as needed.
- Confer with, advise, and provide professional assistance and staff support to the Board of Directors, other government agencies and commissions, citizen advisory committees, and other groups on a broad range of planning and community development issues.
- Assist with the monitoring of license requirements to ensure compliance with all agency requirements.
- Interface with the applicable federal, state, and local regulatory agencies, prepare permit applications on behalf of the agency for special facility and construction projects. Maintain logs of agency permits and update these records as needed.
- Answer inquiries and serves as a professional resource for land use matters, agency compliance, and local, state, and federal permitting.
- Make presentations before a wide variety of audiences including committees, public forums, and commissions as directed.
- Prepare a variety of periodic and special reports regarding Tri-Dam projects and/or facilities, as needed.
- Attend meetings, seminars, conferences, etc., as appropriate to enhance job knowledge and skills.
- Performs general administrative / clerical work as required, including but not limited to preparing reports and correspondence, copying and filing documents, sending and receiving faxes, etc.

MINIMUM QUALIFICATIONS

Knowledge of:

Applicable federal, state and county laws, codes, rules, regulations and standards affecting land development, safety, FERC regulations and other programs of the agency.

Principles and methods of FERC compliance, construction agency permitting and land development.

Modern office practices and technology, including the use of computers for data and word processing. Understanding of Geographic Information Systems technology.

Principals and practices of employee safety and occupational health program administration

Standard safety equipment used in public works occupations

English usage, spelling, grammar, and punctuation.

Ability to:

Interpret, analyze, and apply federal, state, and local laws, rules and regulations, policies and procedures pertaining to division programs and services.

Develop, and implement agency goals, objectives, policies, and procedures, and work standards.

Understand, interpret, explain, and apply occupational health and safety law, regulations, policies and procedures applicable to the assigned area of responsibility.

Plan, organize and coordinate occupational health and safety activities for a complex hydro-electric system.

Evaluate the suitability of projects to specific sites and surrounding areas.

Analyze complex problems, evaluate alternatives, and make sound recommendations in support of goals.

Interpret technical field and office data accurately.

Exercise sound independent judgment within general policy guidelines.

Establish and maintain effective working relationships with those contacted in the course of the work.

Represent Tri-Dam effectively in meetings with others and make presentations to various groups.

Interpret complex FERC regulations, and documents such as the Shoreline Management Plan and other documents for presentation to the public.

Communicate clearly and concisely, both orally and in writing.

Perform required mathematical computations with accuracy.

Effectively use computers for word and data processing and GIS functions.

Training and Experience

Five years of increasingly responsible experience as a safety coordinator or compliance coordinator including at least two years working in a hydroelectric project setting involving local, state, and federal compliance with agencies such as FERC, DSOD, OSHA etc.

Physical Demands and Working Conditions:

Frequently sits for extended periods of time; physical ability to lift and carry objects weighing up to 25 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; manual dexterity to use standard office equipment such as personal computer, office copier, fax and similar equipment.

Work is generally performed in an office environment, use of standard office equipment and attendance of off-site meetings; travel by car or aircraft; continuous contact with staff and the public. Administrative offices are located above the snow line, which requires the ability to get to work in snowy conditions.

Other Requirements:

Must possess a California driver's license and have a satisfactory driving record.

**Tri Dam Project
Job Description
FERC LICENSE COMPLIANCE COORDINATOR**

DEFINITION

Under general direction of the General Manager, organize, conduct and manage the permit duties of the Tri-Dam Project; coordinate all planning and permit related activities for all Tri-Dam Project facilities both in terms of the processing of permit applications from private landowners to the administration of Tri-Dam administered projects and facilities. Involves obtaining permits from local, State and Federal agencies on the agency's behalf; facilitate and maintain compliance with Tri-Dam's project licenses, as issued by the Federal Energy Regulatory Commission (FERC); and represent the General Manager in meetings as directed. Perform other related duties as assigned.

The position requires a thorough knowledge of the principles and practices of planning, permit administration and related laws, codes, regulations and ordinances. An incumbent performs the duties of a planner, while also reviewing and supervising the technical work of others, including agency sub-contractors.

EXAMPLES OF ESSENTIAL DUTIES – Duties may include, but are not limited to the following:

- Gathers a variety of information and data for the preparation of management studies and plans associated with reservoir and facility management in conformance with FERC requirements
- Develops and implements agency policies and procedures; interprets and assists in ensuring agency compliance with all FERC requirements and procedures, standards of quality and safety, and all applicable local, state and federal laws and regulations.
- Performs duties assigned by the General Manager, with respect to planning, permitting and FERC compliance, as required in his/her absence.
- Coordinate the scheduling of Tri-Dam Board agenda items, as directed, including the preparation of staff reports, when required. Assist in the development of staff recommendations on matters to be heard by the Board of Directors relative to permit processing and other agency compliance matters.
- Perform professional-level planning work and provide technical guidance to staff, agencies, and sub-consultants as necessary.

- Interprets and enforces federal, state and local planning laws, codes, regulations and ordinances.
- Processes the permit application paperwork, and prepares draft permits for all private development requests. Conducts monitoring inspections, drafts letters and assists in the resolution of permit compliance for all reservoir facilities, as needed.
- Confer with, advise and provide professional assistance and staff support to the Board of Directors, other government agencies and commissions, citizen advisory committees, and other groups on a broad range of planning and community development issues.
- Assist with the monitoring of license requirements to ensure compliance with all agency requirements.
- Interface with the applicable federal, state, and local regulatory agencies, prepare permit applications on behalf of the agency for special facility and construction projects. Maintain logs of agency permits and update these records as needed.
- Review/develops maps, charts, graphs, and land survey information for use in analyzing and interpreting data.
- Answer inquiries and serves as a professional resource for land use matters, agency compliance, and local, state, and federal permitting.
- Conduct analytical studies; develops reports of findings, alternatives and recommendations for the maintenance and improvement of services; researches and proposes changes to Tri-Dam's codes, such as the Shoreline Management Plan, as appropriate.
- Make presentations before a wide variety of audiences including committees, public forums, and commissions as directed.
- Prepare a variety of periodic and special reports regarding Tri-Dam projects and/or facilities, as needed.
- Enforce Tri-Dam's Shoreline Management Plan and other applicable agency regulations.
- Attend meetings, seminars, conferences, etc., as appropriate to enhance job knowledge and skills.
- May do field work to ensure compliance with established regulations.

- Performs general administrative / clerical work as required, including but not limited to preparing reports and correspondence, copying and filing documents, sending and receiving faxes, etc.

MINIMUM QUALIFICATIONS

Knowledge of:

Applicable federal, state and county laws, codes, rules, regulations and standards affecting planning, land development, and other programs of the agency.

Philosophy, trends, principles and techniques of planning programs.

Principles and methods of urban and regional planning, recreational planning, FERC compliance, construction agency permitting and land development.

Modern office practices and technology, including the use of computers for data and word processing. Understanding of Geographic Information Systems technology.

English usage, spelling, grammar and punctuation.

Ability to:

Interpret, analyze and apply federal, state and local laws, rules and regulations, policies and procedures pertaining to division programs and services.

Develop, and implement agency goals, objectives, policies and procedures, and work standards.

Assimilate both technical and theoretical concepts from many diverse disciplines and apply the knowledge in creative and intuitive ways to solve unique problems.

Evaluate the suitability of projects to specific sites and surrounding areas.

Analyze complex problems, evaluate alternatives and make sound recommendations in support of goals.

Assist in the selection, training, supervision and evaluation of the work of assigned staff and sub-consultants.

Determine work priorities and effectively coordinate and schedule resources and staff to perform activities and projects within time limits.

Interpret technical field and office data accurately.

Exercise sound independent judgment within general policy guidelines.

Establish and maintain effective working relationships with those contacted in the course of the work.

Represent Tri-Dam effectively in meetings with others and make presentations to various groups.

Interpret complex FERC regulations, and documents such as the Shoreline Management Plan and other documents for presentation to the public.
Prepare, verify, analyze and reconcile complex records, reports and recommendations.

Communicate clearly and concisely, both orally and in writing.

Perform required mathematical computations with accuracy.

Effectively use computers for word and data processing and GIS functions.

Training and Experience

A Bachelor's degree from an accredited college or university with major coursework in planning, environmental studies, natural resource management, watershed management, power production, forestry, or a closely related field. Five years of increasingly responsible experience as a professional planner, or compliance coordination including at least two years working in a hydroelectric project setting involving local, state and federal permitting with agencies such as FERC, USFWS, USACE, USFS, CDF&G, SWRCB, CVRWQCB, etc.

Physical Demands and Working Conditions:

Frequently sits for extended periods of time; physical ability to lift and carry objects weighing up to 25 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; manual dexterity to use standard office equipment such as personal computer, office copier, fax and similar equipment. Work is generally performed in an office environment, use of standard office equipment and attendance of off-site meetings; travel by car or aircraft; continuous contact with staff and the public. Administrative offices are located above the snow line, which requires ability to get to work in snowy conditions.

Other Requirements:

Must possess a California driver's license and have a satisfactory driving record.

Desired:

Certification as a professional planner from the American Institute of Certified Planners is desirable.

BOARD AGENDA REPORT

Date: 1/18/2024
Staff: Summer Nicotero

SUBJECT: Sale of Surplus Property

RECOMMENDED ACTION: Approve Sale of Surplus Property

BACKGROUND AND/OR HISTORY:

All Tri-Dam equipment is evaluated on an annual basis to determine its usefulness and whether it meets current needs. The vehicle below is no longer CARB compliant and staff is requesting to remove from service.

All items will be sold at public auction to ensure the maximum value is received.

#1 (08-3) 2008 Ford F450 4x4 small dump truck (VIN# 1FDXF47R28EE13105) – 27,452 miles

Fiscal Impact: unable to determine (revenue)

ATTACHMENTS: Resolution TDP 2024-1

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 RESOLUTION NO. TDP 2024-1
OAKDALE IRRIGATION DISTRICT
SOUTH SAN JOAQUIN IRRIGATION DISTRICT

RESOLUTION AUTHORIZING
SALE OF SURPLUS PROPERTY

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 is deemed surplus and no longer needed by the Project; and

WHEREAS, the Tri-Dam Project is the owner of a 2008 Ford F450 Dump Truck which no longer meets the regulatory standards imposed by the California Air Resources Board; and

WHEREAS, the aforementioned vehicle can no longer be used for Project purposes, and is therefore surplus property; and

WHEREAS, it is in the best interest of the Project to dispose of this surplus property by sale:

NOW THEREFORE BE IT RESOLVED by the Joint Board of Directors of the Oakdale Irrigation and South San Joaquin Irrigation Districts that:

The 2008 Ford F450 Dump Truck (VIN# 1FDXF47R28EE13105) is surplus property no longer needed for use by the Project.

1. Tri-Dam Project staff is hereby authorized to dispose of said surplus property by sealed bid and/or public auction to the highest qualifying bidder.
2. Should said surplus property fail to sell by sealed bid or at auction, Tri-Dam Project staff is authorized to sell said property by direct sale at the best price possible.

The Tri-Dam General Manager is authorized to execute all transfer documents and do all things necessary and proper to effectuate the sale and transfer of ownership of said surplus property.

PASSED AND ADOPTED by the Joint Board of Directors of the OAKDALE IRRIGATION DISTRICT and of the SOUTH SAN JOAQUIN IRRIGATION DISTRICT for the TRI-DAM PROJECT this 18th day of January 2024 by the following vote:

OAKDALE IRRIGATION DISTRICT

AYES:
NOES:
ABSENT:

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

AYES:
NOES:
ABSENT:

OAKDALE IRRIGATION DISTRICT

SO. SAN JOAQUIN IRRIGATION DISTRICT

Tom D. Orvis, President

Mike Weststeyn, President

Scot Moody, Secretary

Peter M. Rietkerk, Secretary

BOARD AGENDA REPORT

Date: 1/18/2024

Staff: Daniel Hogue

SUBJECT: Tri-Dam's Insulation Resistance tester (Megger S-1/1052/2) is no longer supported and needs to be replaced.

RECOMMENDED ACTION: Approve the purchase of a replacement Insulation resistance tester (S1-568-US); Approve a Capital Budget Adjustment of \$9,600

BACKGROUND AND/OR HISTORY:

The Megger insulation tester is one of our most used pieces of test equipment on the electrical side of the Project. We have been using the Megger S-1/1052 for over 10 years. During Donnell's annual maintenance it stopped operating. We reached out to Megger for repair and were notified the S1/1052/2 is no longer supported for calibration and repair. The S1-568 has replaced it and we would like to purchase the current model. We would also like to add the calibration box so we can spot check accuracy of our new S1-568 and add the 2 year warranty.

Single source Sierra Utility Sales as they are our local Megger service representative per Justin Woo, inside sales representative at Megger.

FISCAL IMPACT: \$9,600 Capital Budget Adjustment

ATTACHMENTS: Megger Quote

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)

QUOTATION

Tri Dam Project
31885 Old Strawberry

Strawberry CA 95375

(Ph) +1 209-965-3214

(Email) daniel.hogue@tridamproject.com

Attn: Daniel Hogue

Megger Quote No: ISDQ6685-02

Date: Dec 19, 2023

Your Ref: S1/CB101

Quotation Validity: January 31, 2024

Payment Terms: Net 30 days

Currency: US Dollars

Freight Terms: EXW Factory

Destination:

Shipment subject to change due to demand. Payment Terms are subject to credit verification. If Tax-exempt, certificate is required with purchase

Please reference our Quote No. on all correspondence

Thank you for your inquiry. We are pleased to submit the following Quotation subject to Megger Terms and Conditions.

Qty	Part Number	Description	Unit Price	Total Price	Lead Time
1	1003-019	S1-568-US 5KV Insulation Tester - S1-568-US Diagnostic Insulation Tester 5kV, 6mA test current, 8mA immunity ***Optional Cert and Warranty***	\$6,480.00	\$6,480.00	6-8 w ks
1	CERT-NIST	CALIBRATION CERTIFICATE - Ordered with instrument	\$560.00	\$560.00	
1	Y24-WARRANTY	24 Month Extended Warranty	\$648.00	\$648.00	
1	6311-077	CB101 Calibration Box + Cal Cert - CB101 Calibration Check Box up to 5kV	\$1,045.00	\$1,045.00	
1	VF-FRT	shipping to 95375	\$125.00	\$125.00	

All Megger manufacturing plants are experiencing supply chain issues from some of their vendors. This may affect the lead time(s) quoted. We at Megger appreciate your understanding

PowerDB Pro Licenses, SQL Upgrade, and purchased Options support and maintenance is included for one year from the date of purchase, thereafter annual extensions are 20% of the current list price. Custom work, training, hosting and hosted Options are not subject to annual support and maintenance charges.

Payment terms are net 30 days subject to credit verification. If tax exempt, certificate is required with your purchase order. Freight will be prepaid and added to your invoice, unless you choose to supply Megger with your collect account information at the time of order.

NOTES:

*Cancellations are subject to a minimum 20% restocking fee. Minimum order amount is \$125.00 USD.

Any test reports or other special documentation require must be requested at time of inquiry and may be subject to charge.

*Delivery lead times quoted by Megger are ex-factory unless otherwise noted. Shipment subject to change due to demand.

*Megger will not be responsible for late delivery penalties unless mutually agreed upon in writing.

*Inspections by client representatives or third party contractors add to the delivery time and should be documented in the quote / bid stage.


Once you've reviewed the enclosed information, should you have any questions or require additional information, please call me or contact our Technical Sales Representative in your area, Sierra Utility Sales 831-464-2250

QUOTATION

Tri Dam Project 31885 Old Strawberry Strawberry CA 95375 (Ph) +1 209-965-3214 (Email) daniel.hogue@tridamproject.com Attn: Daniel Hogue	Megger Quote No: ISDQ6685-02 Date: Dec 19, 2023 Your Ref: S1/CB101 Quotation Validity: January 31, 2024 Payment Terms: Net 30 days Currency: US Dollars Freight Terms: EXW Factory Destination:
Shipment subject to change due to demand. Payment Terms are subject to credit verification. If Tax-exempt, certificate is required with purchase	
Please reference our Quote No. on all correspondence	
Thank you for your inquiry. We are pleased to submit the following Quotation subject to Megger Terms and Conditions.	

Qty	Part Number	Description	Unit Price	Total Price	Lead Time
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On behalf of Megger



Justin Woo
Inside Sales Rep
214-331-7321
justin.woo@megger.com

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS: In these terms and conditions Megger will be referred to as the “Seller,” the materials, goods and services to be furnished will be referred to as the “Goods,” and the person or firm purchasing the Goods will be referred to as the “Buyer ,” and the Customer Acknowledgment or Invoice to which these Terms and Conditions of Sale are attached will be referred to as the “Agreement.”

These Terms and Conditions of Sale shall supersede the terms of the Buyer’s purchase order or contract in the event of contradiction or inconsistency herewith, and no other terms, agreements, or customs inconsistent herewith shall be binding upon the Seller. All orders are subject to acceptance by Seller at its principal place of business, 4545 West Davis Street, Dallas Texas.

2. PRICES AND TERMS: (A) Domestic-Terms of payment for domestic shipments are net 30 days from the date of shipment. In the event shipment is delayed by the Buyer, the terms of payment are net 30 days from the date of notification to the Buyer that equipment is ready for shipment. (B) Export-Acceptance of export sales cannot be made unless the Buyer (regardless of nationality) provides an irrevocable Letter of Credit drawn on a United States bank as specified by the Seller except where other arrangements have been accepted in writing by Seller, and payable in U.S. funds upon presentation of original invoice and Bill of Lading noting shipment from plant facility.

NOTE 1: Buyer shall pay interest on all past due amounts at the lower of (a) one and one-half percent (1-1/2%) per month, or (b) the maximum nonusurious rate permitted by applicable law. Buyer agrees to pay all agency or attorney fees and court costs should it become necessary in the collection of delinquent payments.

NOTE 2: Unless otherwise agreed by Seller in writing, Buyer may not retain payment of any portion of the sales price. If Buyer disputes the accuracy of any portion of any invoice, Buyer may not withhold payment of the disputed amount, but shall promptly notify Seller specifying the amount in dispute and the reason therefor. Buyer will make timely payment of all amounts, including those in dispute. The parties will promptly attempt to resolve the dispute and, upon resolution, Seller will promptly pay any amounts due Buyer.

NOTE 3: Partial shipment and payment therefore will be allowed unless specifically excluded by the Buyer and agreed to by the Seller.

3. PAYMENT: (A) Payments are made in United States currency to Seller at the office of the corporation in Dallas County, Texas. (B) Payments of each invoice covering partial shipments shall become due in accordance with this Agreement. If Seller shall be delayed in shipment of the contract by action or inaction of the Buyer, Seller may store the Goods for Buyer's account and risk. See Paragraph No. 10. (Material Storage).

4. TAXES: Prices do not include sales, use, excise, added value, or any other direct tax of a similar nature of federal, state, county, or municipal origin, nor do prices include any such tax imposed by government units outside the United States. If Seller should be required to collect and/or pay such taxes, the Buyer shall reimburse the Seller for full amount.

5. DELIVERY: Prices are quoted Ex-Factory of Origin, unless otherwise agreed in writing, and delivery to a transportation company, properly consigned, shall constitute delivery to the Buyer.

6. CRATING: PASSAGE OF TITLE, AND INSPECTION: Unless otherwise specified Goods for domestic shipment will not be crated. Title to the Goods covered by this Agreement will pass to the Buyer at the time of delivery of the shipment to the transportation company, subject to the security interest therein reserved in Paragraph No. 12 hereof, and inspection of such Goods will be at destination unless otherwise specified herein.

Unless otherwise agreed in writing, Buyer and carrier are responsible for Goods lost or damaged in transit.

7. DELAYS: Seller shall not be liable for any loss, delay default or damage resulting from any cause beyond its reasonable control, including without limitation, war, governmental regulation or interference, act of God, fires, floods, accident, damage to its plants, epidemics, quarantine restrictions, strikes, lockouts, insurrection, riot, embargoes, interruption of transportation facilities, and failure of suppliers to meet delivery schedules,

8. CHANGES: Changes requested of this Agreement will be reviewed for price adjustment and will be subject to acceptance by Seller.

9. CANCELLATION: This order may be canceled only upon written request and must be with Seller's consent. Cancellation charges are calculated as a percentage of the invoice price as follows:

- 5.0% 6 weeks or more prior to confirmed ship date.
- 10.0% 4-6 weeks prior to confirmed ship date.
- 15.0% 2-4 weeks prior to confirmed ship date.
- 20.0% 2 weeks or less prior to confirmed ship date.

10. MATERIAL STORAGE: In the event Buyer is not in position to receive shipment of the Goods by the previously requested or agreed upon shipping date, Seller will not be required to hold or store such Goods for a period of more than fifteen (15) days unless a charge of 1 % of the selling price is authorized per month of storage thereafter.

11. RETURNED GOODS: Authority to return Goods (must be obtained) from and authorized official of the Seller. All return shipments must have transportation charges prepaid. Any Items returned by the Buyer for reason of his own is subject to a 20% restocking charge. Additional charges for reworking or replacement of parts will be assessed where necessary.

12. CREDIT: Seller reserves the right to require adequate security from the Buyer before continuing work whenever Seller believes the Buyer's credit is (in the Seller's opinion) impaired. It is agreed that to better secure payment of the amounts hereon, Seller shall have and retain a security interest in all Goods sold to the Buyer pursuant to this Agreement, and Buyer agrees to sign Financing Statements and other notices to establish the security interest held by Seller in accordance with the Uniform Commercial code or such other requirements for the perfection of a security interest in all such goods. The Buyer hereby agrees that this order may be filed as a financing statement pursuant to the Uniform Commercial Code. It is further agreed that until the entire purchase price has been paid, the Goods shall remain personal property and shall not become a part of the real estate or a fixture thereon and shall be subject to all statutory rights regarding personal property.

13. ASSIGNMENT: This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Buyer may not assign its rights under the Agreement without prior written consent of the Seller.

14. PATENTS: Seller does not warrant that the use by the Buyer of Goods sold, or articles or materials made therefrom alone or in combination with other materials will not infringe a patent.

15. DESIGN AND DRAWINGS: All data, drawings, designs, ideas, etc. furnished by Seller shall remain property of the Seller. All information pertaining to Seller's design and drawings is proprietary, confidential and not to be disclosed, disseminated or used for any purpose except as provided by Seller.

16. LIMITATIONS: This Agreement includes and shall constitute the sole and entire agreement between the parties hereto with respect to the sale and purchase of the Goods hereunder; that no promises, agreements, or obligations other than those expressly contained and set forth herein have been made or created by either party thereto; that terms of this Agreement, shall be independent of, and independently enforced from, this Agreement, and any breach thereof shall not affect the rights, duties or obligations of the parties hereunder; and further, that this Agreement cannot and shall not be changed or modified in any particular whatsoever by any officer, employee, or representative of the Seller in any capacity, unless such change or modification shall be in writing and signed by both parties hereto. This Agreement shall not be amended in any manner by a course of dealing in contravention thereto. The provisions of the Agreement are severable, and, if any of its provisions shall be held invalid, such provisions shall not affect or impair any of the remaining provisions of this Agreement. It is hereby agreed between the parties hereto that this Agreement would have been entered into had such invalid provisions not been included herein.

17. ENFORCEMENT: In the event the Buyer is adjudged bankrupt or files a voluntary assignment for the benefit of creditors, a receiver is appointed or if it becomes necessary for the Seller to employ an attorney for the collection of the amounts due hereunder or the enforcement of their rights hereby, Buyer agrees to pay a reasonable fee of not less than fifteen percent (15%) of the amount due hereon to Seller for the legal services required.

18. WARRANTY: SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND CAUSED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF THE GOODS FOR ANY PURPOSE WHETHER OR NOT KNOWN OR DISCLOSED TO SELLER, AND IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY SELLER WITH RESPECT TO THE GOODS EXCEPT AS PROVIDED BY SELLER TO BUYER SPECIFICALLY IN WRITING.

19. REMEDIES: BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY HEREUNDER, WHETHER AS TO GOODS DELIVERED OR FOR NON-DELIVERY OF GOODS, WHETHER RELATING TO QUANTITY, QUALITY, WEIGHT, CONDITION, LOSS OR DAMAGE AND WHETHER OR NOT BASED ON CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, SHALL BE LIMITED, AT SELLER'S OPTION, TO A REFUND OF THE PURCHASE PRICE PAID FOR, OR A REPLACEMENT OF, THE PARTICULAR DELIVERY OF GOODS SHOWN TO BE OTHER THAN AS WARRANTED OR, IN THE CASE OF DEFICIENCY IN QUANTITY, AT SELLER'S OPTION, A REFUND OF THE PURCHASE PRICE PAID FOR, OR A REPLACEMENT OF, THE QUANTITY SHOWN TO BE DEFICIENT, AND FAILURE TO GIVE WRITTEN NOTICE OF SUCH A CLAIM WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN THE CASE OF NON-DELIVERY), SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH GOODS. SELLER SHALL NOT BE LIABLE ON ANY CLAIM UNDER OR ARISING OUT OF OR FOR BREACH OF THIS AGREEMENT UNLESS ACTION THEREON SHALL BE BROUGHT AGAINST SELLER WITHIN ONE (1) YEAR FROM THE DATE OF DELIVERY OR BREACH. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL INCIDENT AL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

20. GOVERNING LAW: The transaction contemplated hereby, and the interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of Texas and the execution and delivery of this Agreement shall be deemed to be the transaction of business within Texas for the purposes of conferring jurisdiction upon courts located within such State. The parties hereto consent and agree that the District Court of Dallas County, Texas, or, at Seller's option, the United States District Court for the Northern District of Texas, Dallas Division, shall have sole and exclusive jurisdiction to hear and determine any claims or disputes between Seller and Buyer pertaining to this Agreement or to any matter arising out of or relating to this Agreement. Buyer hereby irrevocably waives any objection that Buyer may now or hereafter have to the laying of venue in such courts, including without limitation any claim based upon improper venue or forum non conveniens. Nothing in this Agreement shall be deemed or operate to preclude the enforcement by Seller of any judgment or order obtained in such forum or the taking of any action under this agreement to enforce same in any other appropriate forum or jurisdiction.

21. ARBITRATION: Any controversy or claim between or among the parties hereto including but not limited to those arising out of or relating to this Agreement or any related agreements, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if applicable, applicable State law), the rules of practice and procedure for the arbitration of commercial disputes of Judicial Arbitration and Mediation Services, Inc. ("J.A.M.S."), and the "Special Rules" set forth below in the event of any inconsistency, the Special Rules shall control. Judgement upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action.

A. Special Rules: The arbitration shall be conducted in the City of Dallas, Texas and administered by J.A.M.S. who will appoint an arbitrator, if J.A.M.S. is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will be commenced within 90 days of the demand for arbitration; further, the arbitrator shall, only upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional 60 days.

B. Reservation of Rights: Nothing in this Agreement shall be deemed to limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this Agreement; or limit the right of the Seller (a) to exercise self help remedies or (b) to foreclose against any real or personal property collateral, or (a) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief, writ of possession or the appointment of a receiver. Seller may exercise such self help rights, foreclose upon such property, or obtain such provisional or ancillary remedies before, during or after the pendency or any arbitration proceeding brought pursuant to this Agreement. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies shall constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate the merits of the controversy or claim occasioning resort to such remedies.

22. TEXAS DTPA: BUYER HEREBY WAIVES ANY RIGHTS THAT BUYER MAY HAVE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT AS SET OUT IN THE TEXAS BUSINESS & COMMERCE CODE SECTION 17.41 et seq. OR ANY SUCCESSOR STATUTE, TO THE FULLEST EXTENT THE BUYER MAY LAWFULLY SO DO.

23. WAIVER: Failure of the Seller to enforce any of these terms or conditions or to exercise any right accruing through the default of the Buyer shall not affect or impair the Seller's rights, if such default continues or if any subsequent default of the Buyer occurs, and such failure on the part of Seller shall not constitute a waiver of other or future defaults of the Buyer.



Megger Warranty Information

Megger warrants to the original purchaser that the product is free from defects in material and workmanship for a period of twelve (12) months from the date of shipment. This warranty is limited and shall not apply to equipment which has damage or cause of defect, due to accident, negligence, unauthorized modifications, improper operation, faulty installation by the purchaser, or improper service or repair by any person, company, or corporation not authorized by Megger, Inc.

Megger, Inc. will, at its own option, either repair or replace those parts and / or materials that it deems to be defective. Any costs incurred by the purchaser for the repair or replacement of such parts and / or materials shall be the responsibility of the original purchaser.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ON THE PART OF MEGGER, AND IN NO EVENT SHALL MEGGER BE LIABLE FOR THE CONSEQUENTIAL DAMAGES DUE TO THE BREACH THEREOF.

Megger Extended Product Warranty Program

Megger also offers the same coverage as described above for periods longer than one year, at a nominal additional charge. This charge is 5% of the list price of the product for each year of coverage requested.

NOTE: An extended product warranty must be purchased at the same time as the purchase of the new unit.

The cost of the warranty is based on the list price only.

Other details concerning this program are as follows:

1. The extended product warranty program applies to all newly purchased Megger manufactured products or Megger factored products (excluding high voltage systems).
2. It does not cover any individual software products.
3. It does not cover hardware/firmware updates which might be added to a product during the initial or extended warranty period.

Megger markets their products under a variety of brand names. The particular brand name will determine where a product is returned for warranty repair / replacement as follows:

Brand Names

Location

Biddle, Megger, Metrosonics, HDW, Seba

Attn: Service & Repair Department
400 Opportunity Way
Phoenixville PA 19460
Phone: 610-676-8500
1-866-254-0962

Multi-Amp, Programma

Attn: Service & Repair
4545 West Davis Street
Dallas, TX 75211
Phone: 214-333-3201
Toll Free: 1-800-723-2861

Prior to returning any product to Megger first call the appropriate telephone number to request a Return Authorization Number.

GENERAL MANAGER BOARD REPORT

Summer Nicotero

January 18, 2024

1. Justin Calbert and I met with the Chief Building Official at the County of Calaveras to discuss our processes and how we can better align as agencies with similar interests. The meeting was very productive. We hope to open a line of communication with the County so both parties are notified of permitting activity on the shoreline. Once we have this in place with Calaveras we will work to implement in Tuolumne County.
2. We are in the middle of Tulloch annual maintenance. Unit 1 is down now and progressing as planned. Unit 2 is scheduled to come offline the week of January 22. The full outage at Tulloch is scheduled to extend through February 22 as we stagger the units and the switchyard maintenance.
3. We are moving forward with Tulloch radial gate inspections, as required by FERC. The inspections will take place this month, taking advantage of the low drawdown. As part of the inspection, we will obtain drone footage of the dam for our records. This information will be useful in monitoring dam safety items.
4. The islanding agreement with PG&E has expired. Due to the new power purchase agreement with Silicon Valley Power (SVP), we are working to modify the agreement to incorporate the changes. SVP is finalizing their agreement with us. Once that is received, we will initiate the modifications to the PG&E contract.
5. IBEW 1245 negotiations kicked off on December 12. We have met several times and are working diligently toward the May 31, 2024 agreement expiration date.
6. The next Advisory Committee meeting is scheduled for Monday, February 5, 2024, at 3 pm at the SSJID office.

OPERATIONS SUPERVISOR BOARD REPORT

Brett Gordon
January 18, 2024

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	22,714	(2,416)
Beardsley	37,555	(19,095)
Tulloch	33,941	(1,725)
New Melones	1,982,250	44,378

Outages:

Plant	Dates	Duration	Cause
Donnells	12/23	3:37hrs	Unit tripped on overspeed as it reached 72mw, overspeed switch misoperated.

Operations Report:

New Melones Inflows:

Total inflows for water year 23/24 as of December 31: 161,183 A/F.

District Usage:

Total District usage for the water year 23/24 as of December 31: 26,692 A/F.

Precipitation:

Total precipitation for the month of December: 3.16 inches.

Other Activities:

1. Daily checks all powerhouses.
2. Cleared and restored Donnells powerhouse, penstock and switchyard for annual maintenance.
3. Performed a MOD-25 generator real and reactive power capability test on Donnells for data reporting.
4. Tulloch reservoir elevation has been drawn down to its lowest levels and holding in its scheduled range between 475' - 478'.
5. Beardsley road gate is closed for the season.
6. Beardsley release cut from 600cfs to 400 cfs.

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	0.00	0.29	2.27	0.02	3.83	12.65	21.85	5.43	15.48	0.22	1.12	1.10	64.26
2023-24	0.00	1.27	1.51	0.25	2.64	3.16	0.00	0.00	0.00	0.00	0.00	0.00	8.83 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
2023-24 +/-	(0.15)	1.06	0.77	(1.98)	(2.06)	(3.02)	(6.74)	(6.15)	(5.88)	(3.38)	(1.88)	(0.63)	(30.04)

ANNUAL AVERAGE

38.87

INCHES +/- ANNUAL AVERAGE

(30.04)

Updated as of 11-Jan-24

PERCENT OF ANNUAL AVERAGE

23%

MAINTENANCE SUPERVISOR BOARD REPORT

Daniel Hogue
January 18, 2024

1. Donnells annual maintenance is completed. Highlights were completing protective relay, main transformer, and interconnection relay testing as required by our interconnection agreement. Also dewatered the penstock and entered the spiral case this year. The spiral case inspection shows some signs of wear but nothing abnormal.
2. Completed Donnells Mod-25 Reactive Capability Validation. During this test the capability curve was analyzed and we verified all excitation limiters are working properly.
3. Completed SCADA modifications to make load changes easier for the 24hrs. Ops personnel and corrected Donnells breaker status to reflect correct point on Donnells RTU.
4. Performed Cyber lock server updates. Now up to date and running Rocky Linux 8.9, cyber lock 9.8.16, and key firmware version 6.3.
5. Received the Ford F-450 replacement truck. Installed chains and she has already seen plow action.
6. Fema sites 2, 3, and 6 are now completed as well as the road grading and culvert installation at site 1. All 3 sites turned out really nice.
7. DSOD gate inspection at Tulloch completed. Prior to inspector arriving cleaned and lubed bull gears and other various points on the gates to ensure all went smoothly for inspection. During check out found gate 2 motor brake inoperable. Made appropriate repairs and returned to service.
8. Had a false unit over speed trip at Donnells. Not 100% sure on cause of trip however suspected the sleeve that drives the overspeed trip switches. Removed and replaced sleeve with spare we had on the shelf and as of this time the problem has not returned.
9. Plowed snow on a couple occasions. About 15 or 16 inches at Beardsley road gate both times.



Donnells Pelton Wheel



FEMA Site 2 near Beardsley Dam



FEMA Site 3 on Peeled Onion near Beardsley Dam



FEMA Site 6 Donnells Road Large Washout

REGULATORY AFFAIRS BOARD REPORT

Justin Calbert
January 18, 2024

FERC Compliance

- Coordination, planning and permitting for the Tulloch Reservoir Shoreline Erosion & Day Use Remediation project. Awarding of contract.
- Submitted contract to PAR Environmental for the FERC required Cultural Monitoring and Reporting for Projects 2067 and 2005.

Permit and Other Assignments

- Meeting with Calaveras County Chief Building Official to discuss Tulloch Encroachment Permit process and communication between the agencies for permitting approval and compliance enforcement.
- Work on permits, site reviews, and compliance questions for various properties at Tulloch.
- Respond to daily inquiries from the public, contractors, and partnering government agencies.
- Permits, inspections, and file documentation. To date, 4 applications have been approved in the 2024 calendar year. For current Board Meeting Period (December 22 – January 18): 5 new Tulloch encroachment permits issued. 2 permit final inspections passed. 3 applications in process, awaiting proper submittal requirements.
- Pre-construction site meetings with contractors and property owners.
- Working on pending litigation matters, as required.
- Lease Extension executed on Tulloch Southshore property.
- Contacting property owners and contractors regarding the unauthorized moving of docks due to the low-level drawdown at Tulloch.
- Tulloch Encroachment Permit Variance Application site visit with property owner.



Tri-Dam Project Generation & Revenue Report 2023

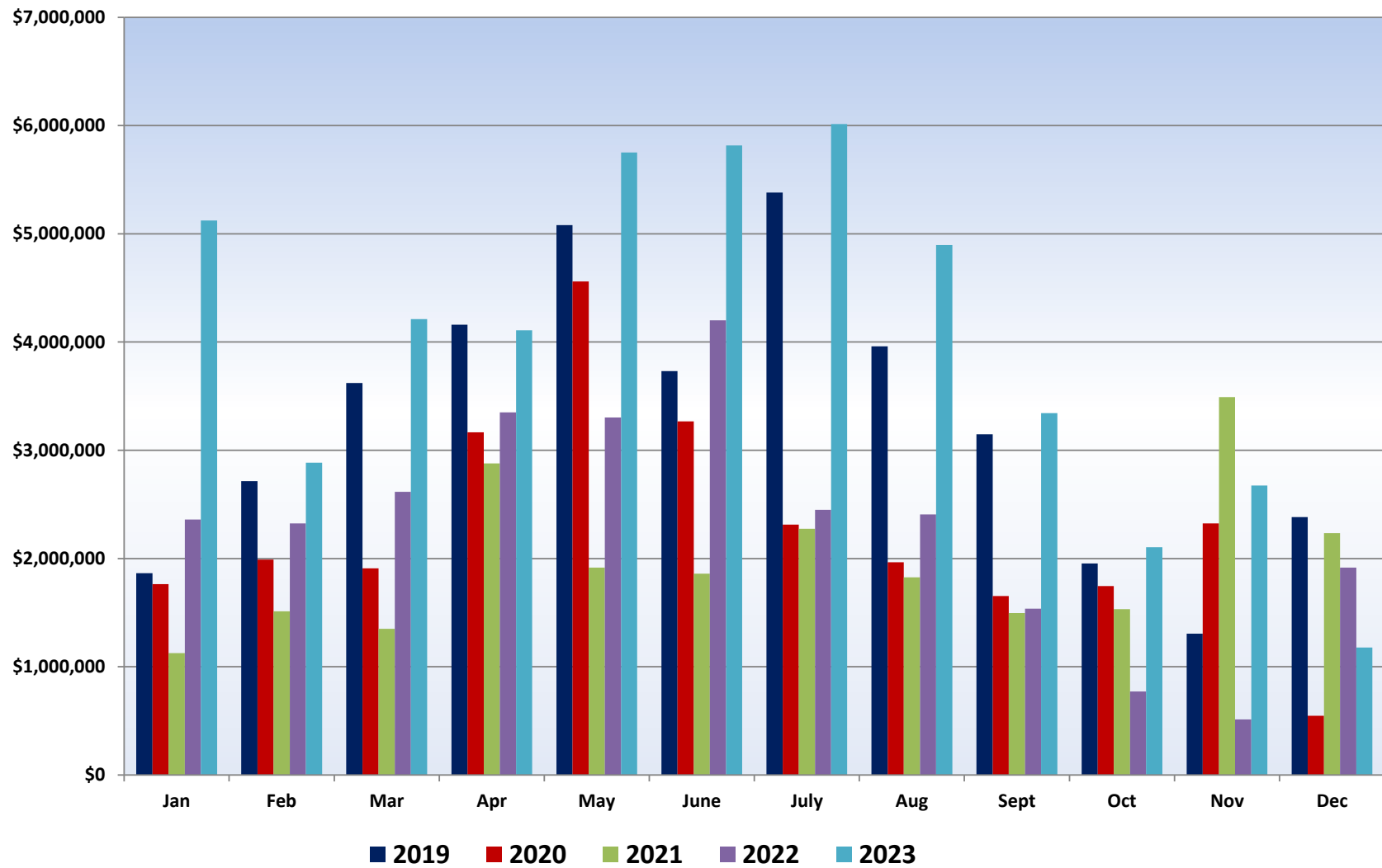
	Donnells				Beardsley			Tulloch			Project Total		
	Average Generation (1958-2018)	2023 Net Generation (kWh)	Avoided Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	Average Generation (1958-2018)	2023 Net Generation (kWh)	2023 Energy Revenue	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	1,387,620	\$2,302,025	4,717,464	8,113,601	\$649,088	10,811,027	14,474,823	\$1,157,986	47,215,356	51,363,733	\$4,109,099
MAY	41,216,149	25,033,384	22,196,926	\$3,778,425	5,799,593	8,186,918	\$654,953	12,131,040	16,481,291	\$1,318,503	59,146,782	71,898,519	\$5,751,882
JUN	42,555,036	35,463,600	11,336,400	\$3,744,000	6,336,073	8,112,548	\$649,004	12,084,818	17,794,079	\$1,423,526	60,975,928	72,706,627	\$5,816,530
JUL	36,444,466	34,600,702	13,759,300	\$3,868,800	6,629,514	8,390,128	\$671,210	12,609,174	18,429,795	\$1,474,384	55,683,154	75,179,925	\$6,014,394
AUG	27,568,740	34,539,443	-	\$2,763,155	6,269,748	8,342,300	\$667,384	11,868,293	18,323,532	\$1,465,883	45,706,781	61,205,275	\$4,896,422
SEP	20,111,167	24,098,220	(723,530)	\$1,869,975	5,223,523	7,518,014	\$597,733	8,577,620	10,939,478	\$875,158	33,912,310	41,832,182	\$3,342,866
OCT	12,743,535	16,013,949	(1,073,780)	\$1,195,214	3,752,220	2,607,921	\$208,634	4,664,124	8,757,756	\$700,620	21,159,879	26,305,846	\$2,104,468
NOV	12,042,987	29,110,490	-	\$2,328,839	2,794,775	3,050,898	\$244,072	2,487,256	1,275,703	\$102,056	17,325,019	33,437,091	\$2,674,967
DEC	14,354,891	8,956,695	-	\$716,536	3,713,920	4,649,541	\$371,963	3,288,702	1,125,847	\$90,068	21,357,513	14,732,083	\$1,178,567
Total	296,414,092	347,025,438	46,882,936	\$31,512,670	54,898,907	82,658,044	\$6,608,935	95,399,542	124,849,245	\$9,987,940	446,712,540	601,415,663	\$48,109,545

Note: Price per MWh is \$80.00

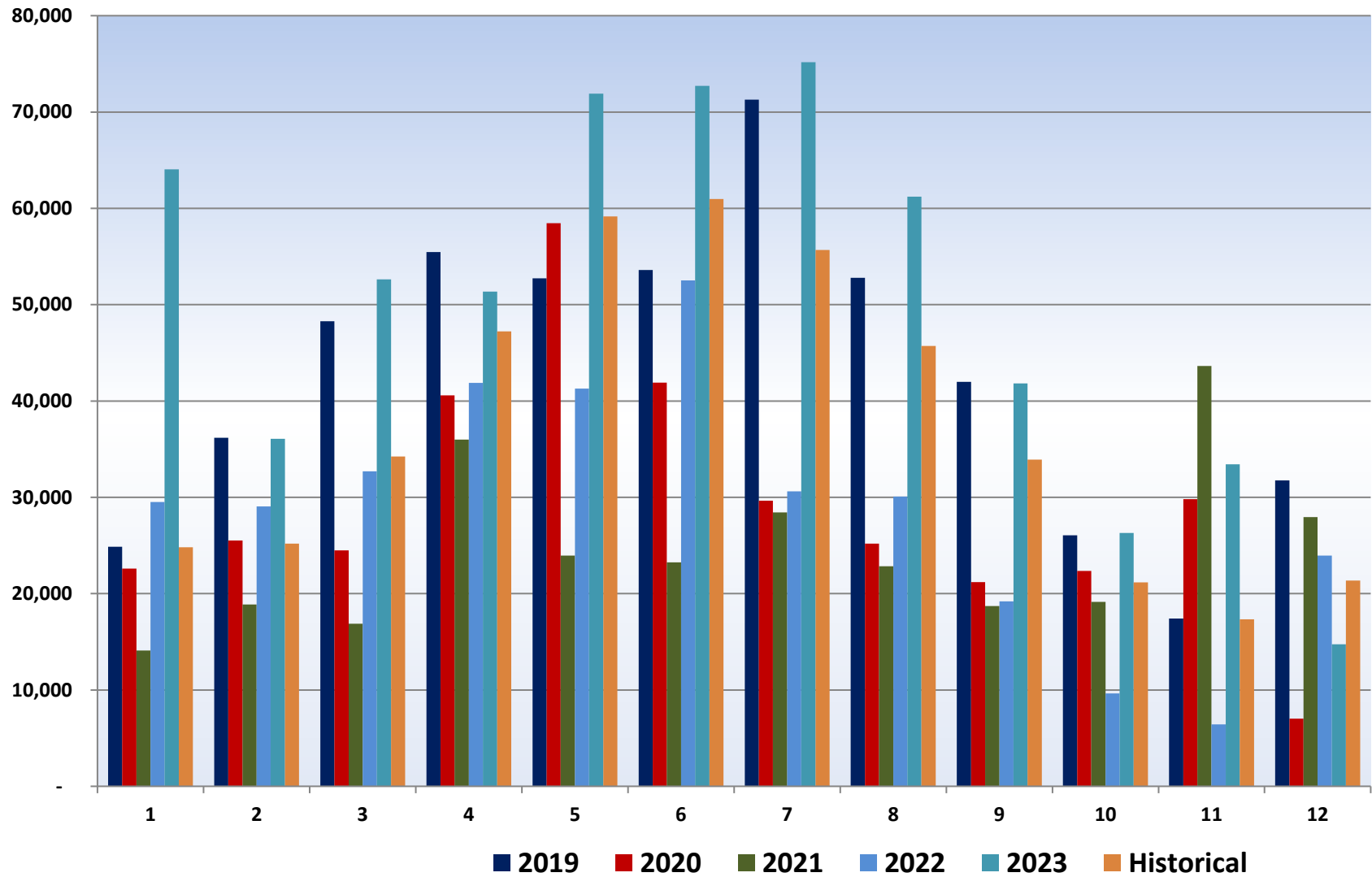
Tri-Dam Power Authority - Sand Bar

	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	11,900,588		\$952,047	\$0	\$952,047
AUG	8,560,581	11,898,964		\$951,917	\$0	\$951,917
SEP	6,928,285	11,004,784		\$880,383	\$0	\$880,383
OCT	4,898,944	5,592,716		\$447,417	\$0	\$447,417
NOV	2,947,604	4,359,525		\$348,762	\$0	\$348,762
DEC	5,554,123	7,379,699		\$590,376	\$0	\$590,376
Total	75,611,948	119,552,402	1,325,750	\$9,670,252	\$0	\$9,670,252

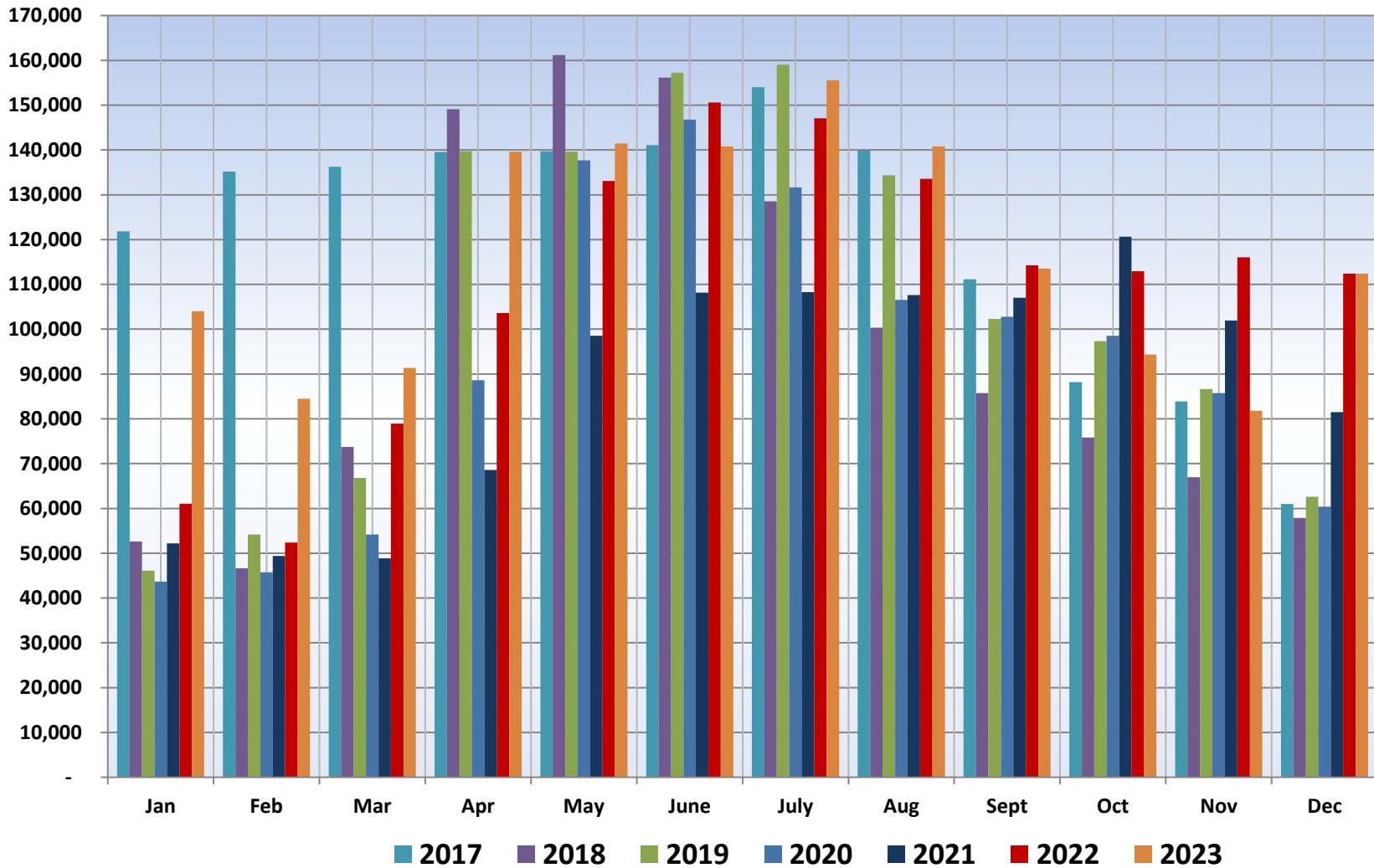
Tri-Dam Project Generation Revenue



Tri-Dam Project Total Generation - MWh



Tri-Dam Project Storage AF - Donnellis & Beardsley



The WSI forecasts are posted at: <https://cdec.water.ca.gov/reportapp/javareports?name=WSI>

Forecast Summary

The forecast for the Sacramento Valley Water Supply Index is “Below Normal” and the forecast for the San Joaquin Valley Water Supply Index is “Dry” due in large measure to lower-than-average precipitation from October through December despite both indices being categorized as wet last year.

The WSI forecast is based on the precipitation and runoff (full natural flow) through December 31, 2023 and can be summarized as follows:

Sacramento River Unimpaired Runoff Water Year Forecast (50 percent exceedance)	13.0 (74 percent of average)
Sacramento Valley Index (SVI) (50 percent exceedance)	6.91 (Below Normal)
San Joaquin Valley Index (SJI) (75 percent exceedance)	2.23 (Dry)

Runoff

After three months with below average precipitation, river flows have been trending down as a percent of average over the new water year. Currently, no rivers are flowing above average, and most are well below 50 percent of their January average. The two exceptions are the Trinity and the Kern rivers which are flowing at 78 and 71 percent, respectively of average.

Unimpaired flows in Percent of Average for Water Year 2024:

River	Oct	Nov	Dec	Jan (Month to Date)
Trinity	81	63	98	78
Shasta	84	75	58	55
Sacramento at Bend Bridge	80	79	58	53
Feather	112	98	61	41
Yuba	106	77	31	22

American	108	72	41	23
Sacramento Region	90	83	53	
Cosumnes	273	137	37	16
Mokelumne	92	83	48	27
Stanislaus	94	61	37	23
Tuolumne	87	57	25	20
Merced	97	82	38	15
San Joaquin	175	125	69	34
San Joaquin Region	120	84	41	
Kings	208	105	66	35
Kaweah	191	117	67	35
Tule	526	189	75	40
Kern	226	198	151	71
Tulare Region	223	143	89	

Precipitation: The first two months of the water year saw almost the entire state well below average for precipitation. Multiple rainfall events impacted California during December; however, most were smaller than initially forecasted and only the Coastal Regions in the northern half of the state have experienced greater than average precipitation. The Northern Sierras have done better than the rest of the state for the year but are still below average. January has the possibility of larger storms moving through that might bring greater than average precipitation for the month. For the water year to date through January 9, the Northern Sierra 8-Station Index stands at 60 percent of average while the San Joaquin 5-Station Index and the Tulare Basin 6-Station Index are lower: they sit at 41 and 37 percent of average, respectively.

Precipitation for Water Year 2024 accumulated at the following rates of average:

Region	% of Average					Precipitation Index (inches)	
	Oct	Nov	Dec	Jan 9 (Month to Date)	WY to Date	Jan 9 (Month to Date)	WY to Date
Northern Sierra 8-Station Index	28	60	69	17	60	1.5	12.4
San Joaquin 5-Station Index	9	52	35	19	41	1.5	5.9
Tulare Basin 6-Station Index	16	38	32	18	37	1.0	3.7

Monthly Precipitation in Percent of Average for Water Year 2024 by Hydrologic Region

Hydrologic Region	Oct	Nov	Dec
North Coast	59	66	100
San Francisco Bay	29	65	95
Central Coast	10	47	143
South Coast	14	64	78
Sacramento River	41	50	72
San Joaquin River	18	55	55
Tulare Lake	35	28	42
North Lahontan	49	71	42
South Lahontan	13	38	87
Colorado River	0	113	20
Statewide Weighted Average	36	56	79

Snowpack: The snowpack in all regions is well below average. While precipitation has increased over the last month, unfortunately a large amount has fallen as rain leading to lower-than-expected snowpack totals even considering the below average precipitation numbers. However, the new fronts moving through the state are colder storms that should increase snowpack levels. As of the morning of January 9, statewide snowpack is currently 35 percent of average to date. The snow water content is 38, 37, and 28 percent of average for the date in the northern, central, and southern regions, respectively.

The snowpack as of the morning of January 9, 2023 stands at the following (based on snow sensors)

Region	No. of Stations	Snow Water Equivalent (inches)	% Average (Apr 1)	% of Average (Jan 9)
Northern	29	4.6	16	38
Central	51	4.3	16	37
Southern	23	2.8	12	28
Statewide	103	4.0	15	35

Reservoir Storage

After a historically wet water year that saw the highest snowpack in at least 40 years, reservoir storage is well above average across the state except for the North Coast which is at 92 percent of average. Statewide totals are 117 percent of average and a large increase from early last water year.

Summary of Storage in Major Reservoirs as of December 31, 2023

Hydrologic Region	Number of Reservoirs	Total Capacity (TAF)	Historical Avg (TAF)	2023 (TAF)	2024 (TAF)	% Avg	% Capacity
North Coast	6	3096.2	1816	796.7	1663.2	92	54
San Francisco Bay	17	710.7	437.1	495.8	453.4	104	64
Central Coast	6	982.1	460.9	261.2	668.7	145	68
South Coast	29	2106.6	1257.1	979.7	1376.9	110	65
Sacramento	43	16150.8	9275.8	7400.7	10660.1	115	66
San Joaquin	34	11483.2	6471.9	5295.2	7736.8	120	67
Tulare Lake	6	2087.5	607.2	448.5	945.8	156	45
North Lahontan	5	1073.3	414.9	215.4	758	183	71
South Lahontan	8	411.6	254.2	183.7	333.2	131	81
Total	154	38102	20995.1	16076.8	24596.1	117	65

Weather and Climate Outlooks

According to the CNRFC 6-day forecast, two different fronts will move across and impact the entire state except for the inland Southeast. Currently, the first front is impacting the North Coast and, over the next two days, will move South across the state bringing precipitation totals near two inches to spots in the Sierras. This front will clear by Thursday afternoon but by Friday morning a second front will impact the North Coast and, by Saturday, the Central Coast, Central Valley, and the Sierra before clearing by Sunday, with over an inch in the Sierra. Currently freezing levels are quite low, between 3,000 and 5,000 across the Northern Sierras and Northern Coastal Ranges and will fall another 1,000 feet over the next two days of the forecast. By the sixth day of the forecast, as the second storm moves through the state, the freezing levels will rise considerably to 6,000 to 9,000 feet across most of the state.

The NWS Climate Prediction Center (CPC) one-month outlook for January 2024, issued on December 31, 2023, predicts increased chances of above normal temperatures for the far-northern portion of the California coast, increased chances of below normal temperatures for the southern third of the state, and equal chances of above or below normal temperatures elsewhere. The same outlook predicts increased chances of above normal precipitation for the entire State of California.

The CPC three-month (January-February-March) outlook, issued on December 21, 2023, predicts increased chances of above normal temperatures for the entire state except for the Colorado River region along the California-Arizona border which will see equal chances of above or below normal temperatures. The same outlook predicts increased chances of above normal precipitation statewide.



WESTERN PRICE SURVEY

AN INDEPENDENT NEWS SERVICE FROM NEWSDATA

Advent of Stormy, Cold Weather Across West Elevates Energy Prices

The new year is bringing cooler weather and higher energy prices with it.

A storm system in the eastern Pacific Ocean is expected to reach the West Coast the evening of Jan. 5, "bringing heavy mountain snow to the western mountains and coastal rain to the Northwest coast" through Jan. 7, according to the National Weather Service.

Although there have been questions about the quantity of precipitation this system could bring, the NWS forecasts a foot of snow in the Cascade and Sierra Nevada mountain ranges, with "slightly lesser totals" in the Intermountain West. The cold is expected to linger across northern California into Nevada, with more storms expected between Jan. 10 and Jan. 12.

Western natural gas prices sharply increased in Dec. 28 to Jan. 4 trading. El Paso-San Juan Basin values jumped by \$3.19, ending at \$5.39/MMBtu. Eight Western hubs posted prices above \$5 at the end of trading. PG&E CityGate had the highest price: \$5.95/MMBtu.

National working natural gas in storage was 3,476 Bcf as of Dec. 29, a net decrease of 14 Bcf compared with the previous week.

No stocks were removed from Pacific region natural gas storage, leaving 280 Bcf in storage. This is 69.7 percent more than the amount in storage a year ago, which was 165 Bcf.

Western daytime power prices gained between \$1.50 and almost \$25 in Dec. 28 to Jan. 4 trading. California-Oregon Border peak power gained the most value, up \$24.75 to \$61.25/MWh, which was also the highest regional price.

Off-peak prices also ticked up by as much as \$29 in trading. Mid-Columbia nighttime power posted the greatest gains, up \$29 to \$64.40/MWh. Regional off-peak prices ranged from \$48.75/MWh at Palo Verde to \$64.40/MWh at Mid-C.

Demand on the California Independent System Operator grid peaked at 27,431 MW Jan. 2. Renewable generation on the CAISO grid reached 14,841 MW Dec. 30. Solar generation peaked Jan. 1 when it supplied 10.5 GW to the grid.

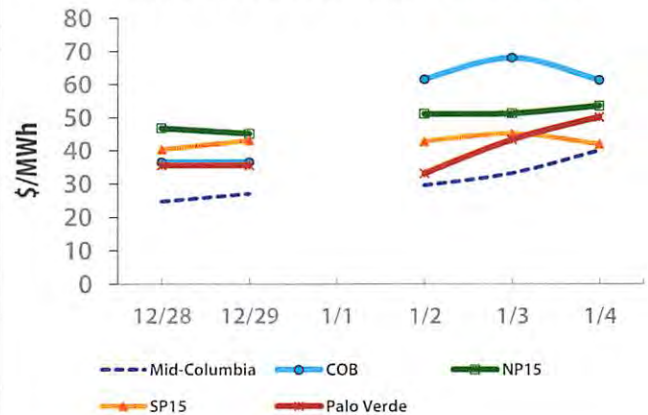
In December, the average high peak price at Henry Hub was \$2.77/MMBtu, \$4.53 less than in 2022 (see "Price Trends," next page).

Regional energy prices were both high and volatile during December 2022 due to weather and infrastructure constraints. Peak natural gas prices for the month were in the \$50/MMBtu range, losing almost that much year over year. PG&E CityGate natural gas lost the most, plunging by about \$51 to \$6.32/MMBtu.

Average Western peak power prices fared similarly, with hubs dropping between \$320 and as much as \$456 compared with the year prior. North of Path 15 lost the most year over year, falling \$456.30—from a peak of \$524.10 to \$67.80/MWh. —**Linda Dailey Paulson**

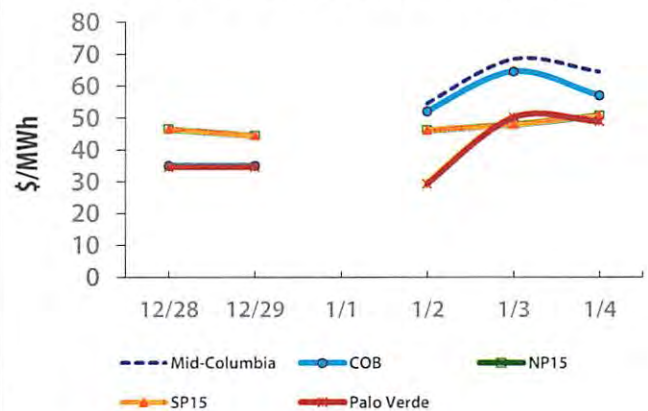
Average Peak Power Prices

Thurs., 12/28/2023 - Thurs., 01/04/2024



Average Off-Peak Prices

Thurs., 12/28/2023 - Thurs., 01/04/2024



Average Natural Gas Prices (\$/MMBtu)

	Thurs. 12/28	Tues. 01/02	Thurs. 01/04
Henry Hub	2.56	2.57	2.85
Sumas	2.37	3.03	5.18
Alberta	1.66	2.49	2.40
Malin	2.49	3.22	5.55
Opal/Kern	2.49	3.05	5.25
Stanfield	2.48	3.17	5.30
PG&E CityGate	3.47	3.83	5.95
SoCal Border	2.48	3.30	5.60
SoCal CityGate	2.76	3.62	5.72
EP-Permian	1.51	1.51	2.46
EP-San Juan	2.20	2.79	5.39

Power/gas prices courtesy Enerfax

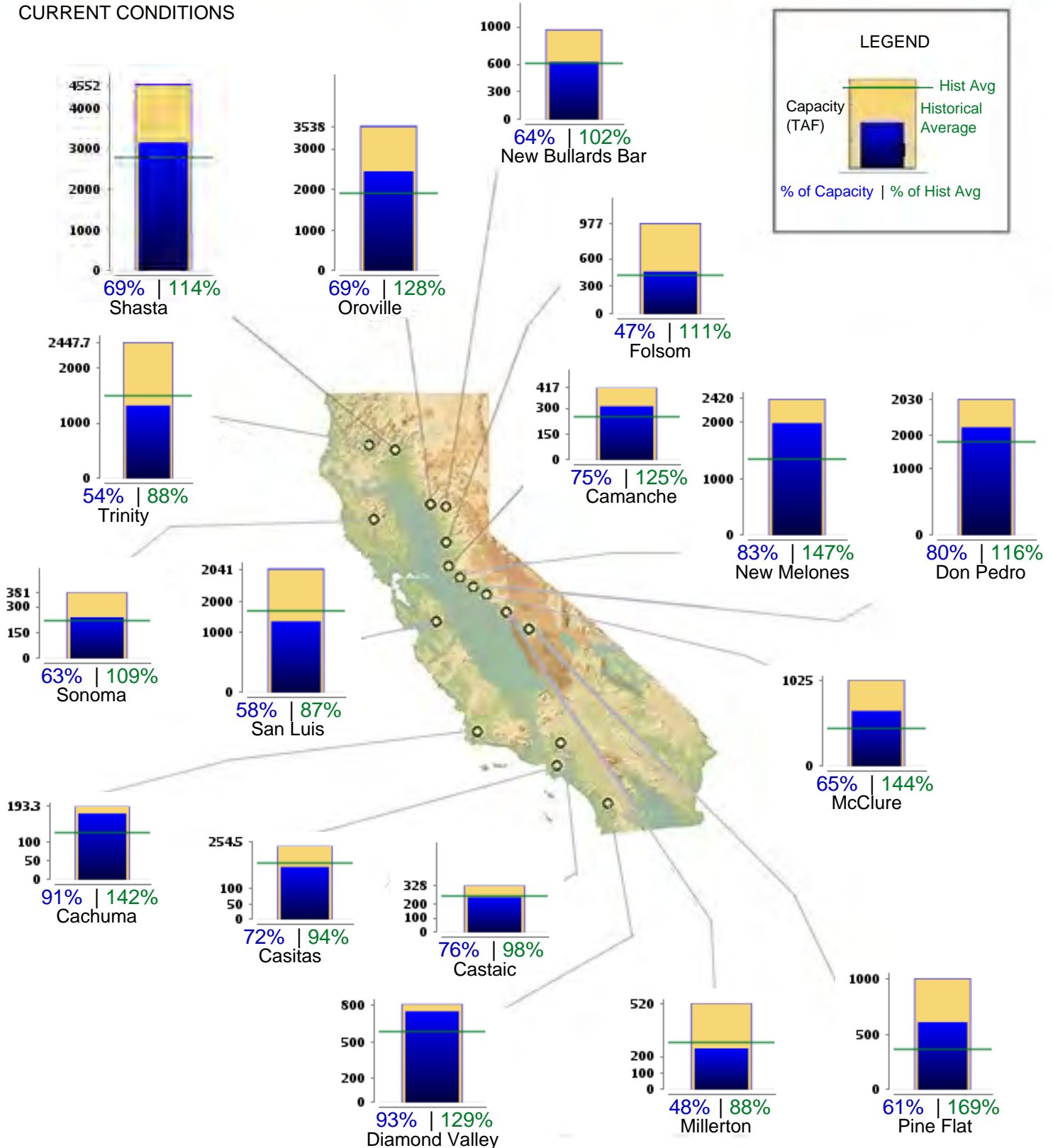


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - January 10, 2024

CURRENT CONDITIONS



SJB December 2023 Field Report

Adult Upstream Migration Monitoring

The Stanislaus River weir continued operating through the end of the year. The season total through December 31 was 2,388 Chinook (Figure 1). Escapement to the Stanislaus River declined for the second year in a row and was 34% less than the previous year and 60% less compared to 2021. A similar decline was observed in 2016-2020 when escapement peaked at 14,369 (20-year high) in 2016 followed by four years of declining escapement before slightly rebounding in 2021 (Figure 1). Escapement to the Stanislaus River since weir monitoring began in 2003 has ranged from 436 (2007) to 14,369 (2016) with a 21-year average of 4,573 salmon (Figure 1).

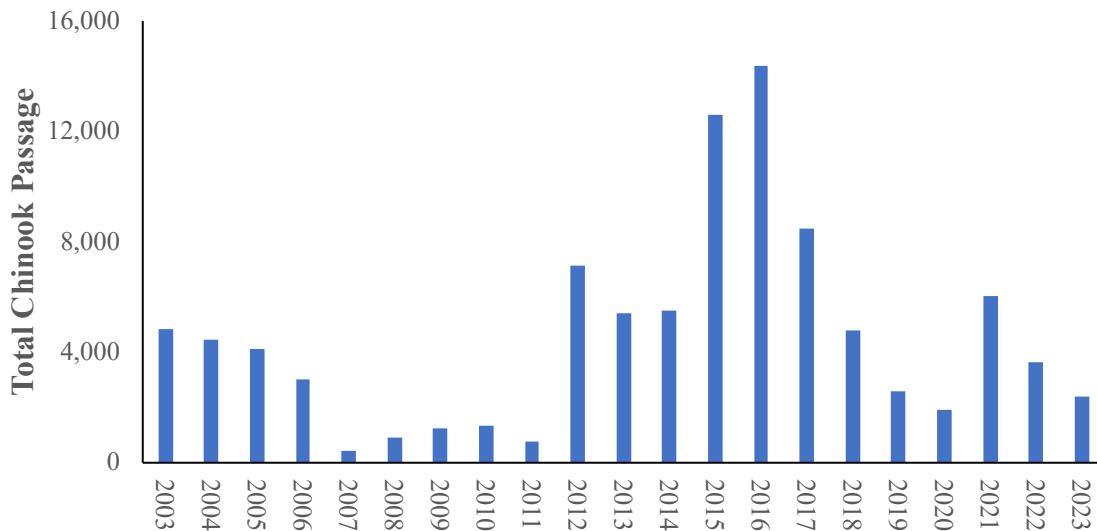


Figure 1. Annual Chinook salmon passage at the Stanislaus River weir, 2003-2023.

Trapping effort at the Stanislaus River weir increased throughout the month of December as the tail end of the Chinook salmon run trickled through. Chinook were the predominant catch throughout the month with a total of 97 individuals captured. The total Chinook captured in the trap through December 31 was 277 individuals. In addition, one Sacramento suckers, four Sacramento pikeminnows, and one *O. mykiss* (Figure 2) were captured during the month. Measurements of length and depth were obtained from each captured fish. The ratio of these measurements will be applied to the data currently used to estimate total length of individuals passing through the VAKI RiverWatcher.

One adult *O. mykiss* was captured at the Stanislaus River weir on December 20, 2023. The fish was greater than 16 inches classifying it as a steelhead based on California Department of Fish and Wildlife's guidelines. The female steelhead was 504 mm TL (~20 inches) and weighed 1.18 kilograms (Figure 2). Scale and tissue samples were obtained from the fish and sent to Cramer Fish Sciences for analysis. Trapping will continue through the spring

targeting *O. mykiss* as flows allow. New Melones reservoir is currently encroached, and Goodwin Dam is currently releasing 1,000 cfs of water into the lower Stanislaus River.



Figure 2. Male steelhead (20 inches TL) captured and tagged (PIT tag and green floy tag) on December 20, 2023, at the Stanislaus River weir.

The Tuolumne River weir continued operating through the end of the year, and as of December 31, the season total stands at 1,746 Chinook salmon (Figure 3). Tuolumne River escapement increased in 2023 and was more than 2.5 times higher than the previous year. Escapement to the Tuolumne River since weir monitoring began in 2009 has ranged from 262 (2009) to 3,658 (2013) with a 14-year average of 1,750 salmon (Figure 3).

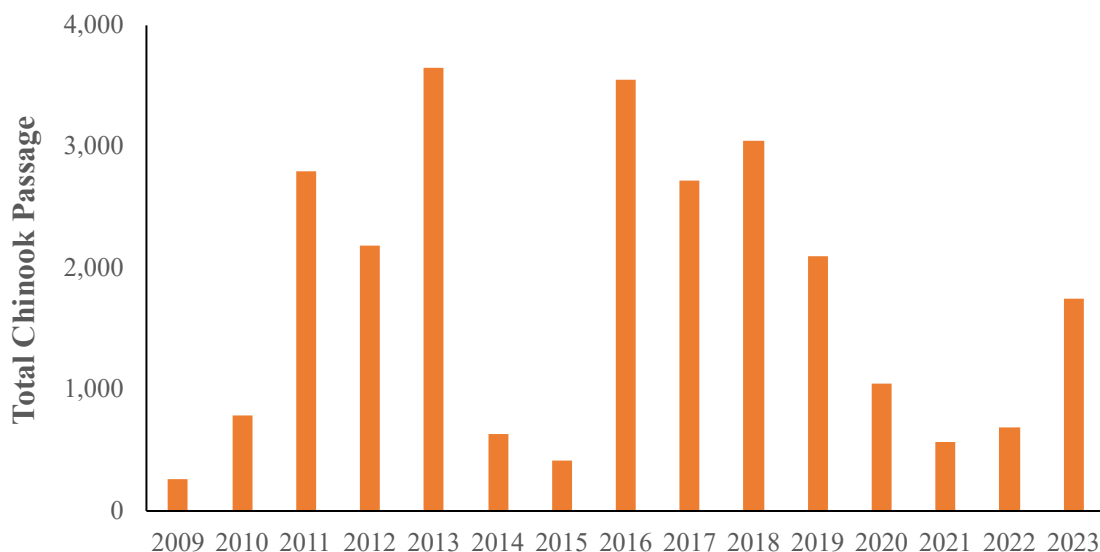


Figure 3. Annual Chinook salmon passage at the Tuolumne River weir, 2009-2023.

Monitoring at the Bellota Dam resumed in mid-November and thus far 310 adult Chinook and 13 juvenile *O. mykiss* have been observed passing through the fish ladder. Passage increased following a late-fall pulse in the Calaveras River between November 21-29 to reduce reservoir levels (Figure 4).

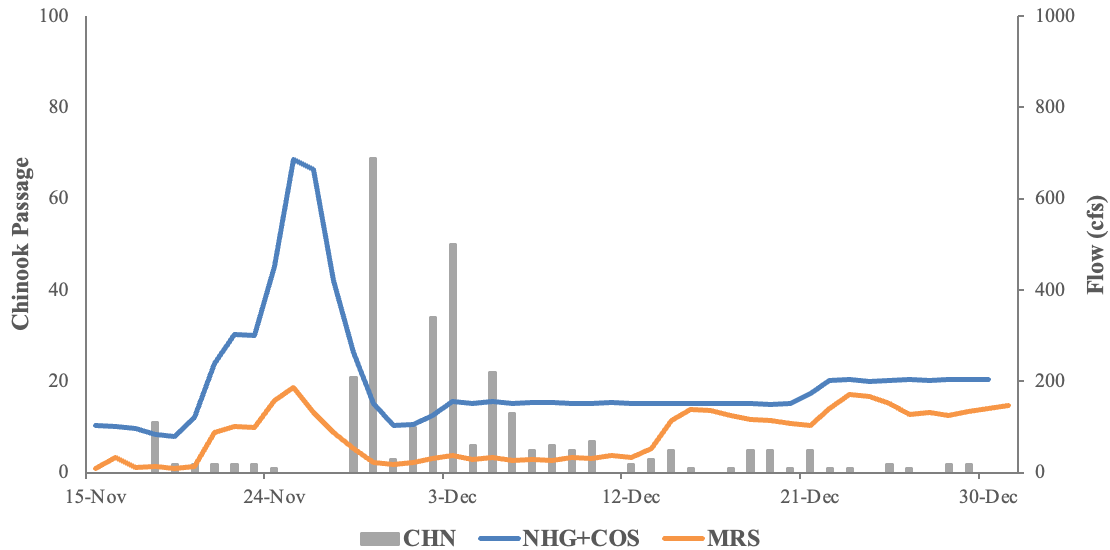


Figure 5. Adult Chinook passage at Bellota Dam fish ladder and Calaveras River flow at New Hogan Dam (NHG) + Cosgrove (COS) and Bellota (MRS).

The record setting fall-run to the Mokelumne River is coming to an end as daily counts begin to dwindle to under 10 fish. Escapement to the Mokelumne River through December 31 was 28,655 salmon beating the previous record of 19,828 set in 2017. Escapement in 2023 was four times greater than 2022 and more than double the 10-year average of 12,814 (Figure 5). The Mokelumne River is a hatchery fed system and during the 2020-2022 drought a total of 21 million hatchery-produced smolts were released in the Delta and Bay (rather than in-river) to increase survival. The combination of higher survival rate and large number of smolts released likely contributed to the record setting return in 2023.

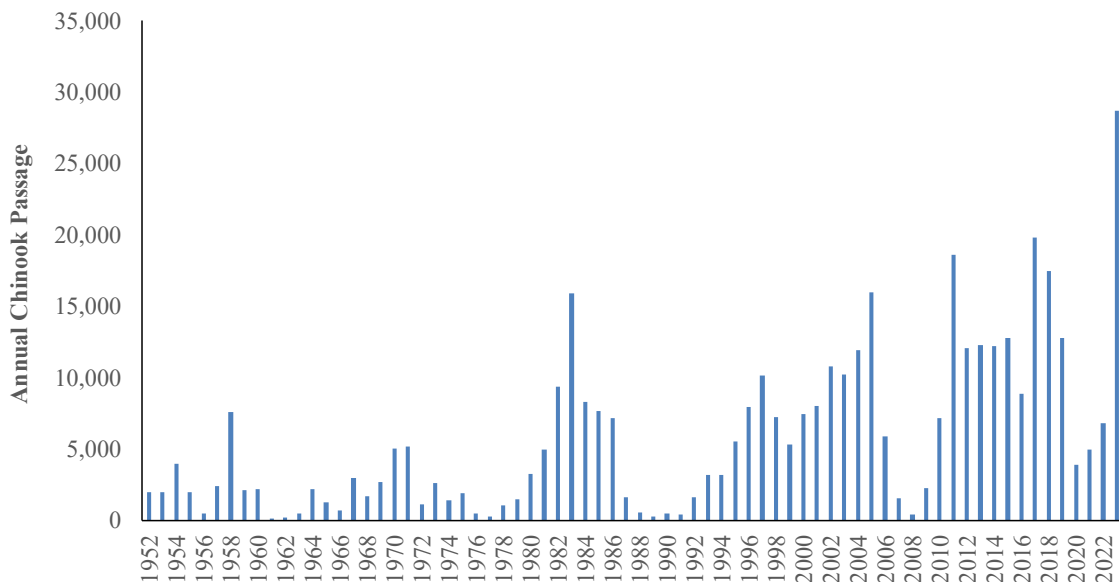


Figure 5. Annual Chinook salmon passage at Woodbridge Dam on the Mokelumne River weir, 1952-2023.

Juvenile Outmigration Monitoring

The Calaveras River rotary screw trap (RST) operated 16 days during the month of December, and six age 1+ (100-299 mm) *O. mykiss* were captured, increasing the season total to 14 (Figure 6). Total catch thus far is lower than typically observed during this time of year on the Calaveras River. Currently, river flow at the trap is higher than average for the winter months (150-200 cfs), which lowers the capture efficiency by the RST.

The Tuolumne River RST near Waterford (RM 30) was installed on January 3 and began sampling immediately. The RST near Grayson (RM 5) is scheduled to be installed the second week of January and will begin sampling as catch at Waterford increases. Bi-weekly seine surveys will begin on January 22, and will continue through early June to document juvenile Chinook movement through the lower Tuolumne River.

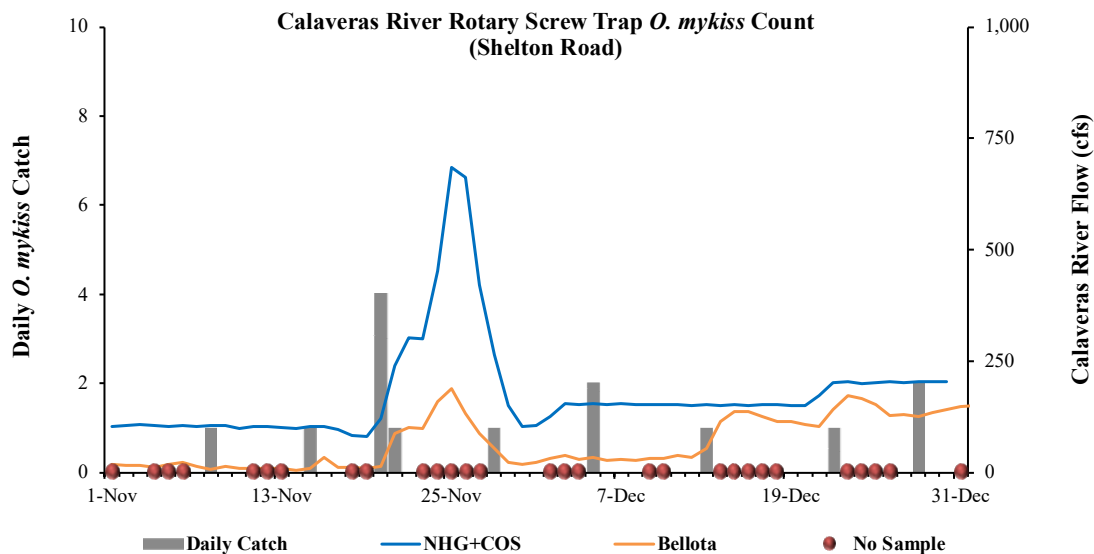


Figure 6. Daily *O. mykiss* catch at the Calaveras River rotary screw trap at Shelton Road and Calaveras River flow at New Hogan Dam (NHG) + Cosgrove (COS) and Bellota (MRS).

TRI-DAM

POWER

AUTHORITY

REGULAR BOARD MEETING
AGENDA
TRI-DAM POWER AUTHORITY
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
JANUARY 18, 2024
Start time is immediately following the Tri-Dam Project meeting
which begins at 9:00 AM

Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE TRI-DAM PROJECT WEB SITE (www.tridamproject.com) ON MONDAY, JANUARY 15, 2024 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 TRI-DAM PROJECT WEB SITE (www.tridamproject.com).

Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://us02web.zoom.us/j/3585721867> or by telephone, by calling 1 (669) 900-9128, Access Code: 358-572-1867. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing jhassell@oakdaleirrigation.com by 4:30 p.m., Wednesday, January 17, 2024.

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) 840-5502, 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.

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 – 2

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 December 21, 2023.
2. Approve the December statement of obligations.

ADJOURNMENT

ITEMS 3 - 4

3. Commissioner Comments.
4. Adjourn to the next regularly scheduled meeting.

BOARD AGENDA REPORT

Date: 1/18/2024
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority December 2023 Minutes

RECOMMENDED ACTION: Review and possible approval of December 21, 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**

December 21, 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.

President Spyksma called the meeting to order at 10:30 a.m.

OID COMMISSIONERS

SSJID COMMISSIONERS

COMMISSIONERS PRESENT:

ED TOBIAS
BRAD DEBOER
HERMAN DOORNENBAL
LINDA SANTOS

GLENN SPYKSMA
MIKE WESTSTEYN
JOHN HOLBROOK
DAVID ROOS
DAVE KAMPER

Also Present:

Summer Nicotero, General Manager, Tri-Dam Project; Scot Moody, General Manager, OID; Sharon Cisneros, Chief Financial Officer, OID; Genna Modrell, Finance Asst., Tri-Dam Project; Peter Rietkerk, General Manager, SSJID; Sonya Williams, Finance and Administration Manager, SSJID; Mia Brown, Counsel, SSJID

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

ITEM #1 Approve the regular board meeting minutes of November 16, 2023.

ITEM #2 Approve the November statement of obligations.

Commissioner Holbrook moved to approve items one, and two under the consent calendar as presented. Commissioner DeBoer seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis, Roos

ITEM #3 Discussion and possible action to approve and adopt 2024 Budget.

Commissioner Tobias moved to approve as presented. Commissioner Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

ITEM #4 Discussion and possible action to adopt Resolution 2023-07 Election and Appointment of New Officers to the Tri-Dam Power Authority Board.

Commissioner Weststeyn nominated Commissioner Tobias as President and Commissioner Roos as Vice President. Commissioner Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Doornenbal, Santos, Tobias, Holbrook, Kamper, Roos, Spyksma, Weststeyn

NOES: None

ABSTAINING: None

ABSENT: Orvis

ITEM #5 Commissioner Comments

None.

ADJOURNMENT

President Spyksma adjourned the meeting at 10:40 a.m.

The next Board of Commissioners meeting is scheduled for January 18, 2024, at the offices of Oakdale Irrigation District 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: 1/18/2024
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority December Statement of Obligations

RECOMMENDED ACTION: Recommend Approval of the December Statement of Obligations

BACKGROUND AND/OR HISTORY:

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

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Power Authority Statement of Obligations

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

December 1, 2023 to December 31, 2023

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

Period Covered
December 1, 2023 to December 31, 2023

Total Obligations: **13** **checks in the amount of** **\$64,841.80**
(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,

Ed Tobias, President Date

Summer Nicotero, Secretary Date

Authority

December Checks



Check	Vendor No	Vendor	Date	Description	Amount
208398	11459	C & R Royal SVC, Inc.	12/01/2023		23.99
208399	11480	General Electric Company	12/01/2023	Replacement operator interface	16,381.36
208400	10319	General Plumbing Supply Co Inc.	12/01/2023		159.75
208401	10439	McMaster-Carr Supply Co.	12/01/2023		194.69
208402	10516	Pacific Gas & Electric Co.	12/01/2023		345.10
208403	10641	Sonora Airco Gas & Gear	12/01/2023		134.06
208404	10749	UPS	12/01/2023		11.64
208405	10011	ADS LLC	12/20/2023	Tech services incl. flowmeter commission	16,890.00
208406	10500	OID ~ Routine	12/20/2023	Admin / Finance Services	1,327.42
208407	10516	Pacific Gas & Electric Co.	12/20/2023		345.10
208408	11461	SGS North America Inc.	12/20/2023		105.00
208409	11005	Sonora Lumber Company	12/20/2023	Floating Bridge replacement boards	27,978.69
208410	11343	Tim O'Laughlin, PLC	12/20/2023		945.00
Report Total:					\$ 64,841.80