



RUNNING SPRINGS WATER DISTRICT
A MULTI-SERVICE INDEPENDENT SPECIAL DISTRICT

31242 Hilltop Boulevard • P.O. Box 2206
Running Springs, CA 92382

TO: BOARD OF DIRECTORS DATE POSTED: AUGUST 14, 2020

RE: REGULAR BOARD MEETING FROM: BOARD SECRETARY

The Regular Meeting of the Board of Directors of the Running Springs Water District will be held on Wednesday, August 19, 2020, at the hour of 9:00am at the District Office located at 31242 Hilltop Boulevard, Running Springs, California **BY VIDEO/CONFERENCE CALL**. This agenda was posted prior to 5:00pm on August 14, 2020 at the Running Springs Water District Office and Website. In an effort to protect the public from further spread of the virus that causes COVID-19, the County's Acting Health Officer ordered the cancellation of gatherings of any number of people within the county starting March 18, 2020. Please follow these directions to join the audio/video conference call:

MEMBERS OF THE PUBLIC AUDIO CONFERENCE TELEPHONE NUMBER:

Please call 909-403-5380, enter the conference number 31242, when prompted the passcode 24213 followed by #.

To Join the Zoom Meeting:

<https://us02web.zoom.us/j/81965881627?pwd=bUk3M3MzVmtlVmwwzMXVHakZmWHNqQT09>

Meeting ID: 819 6588 1627

Passcode: 2766

Dial in to Zoom Meeting:

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Meeting ID: 819 6588 1627

Passcode: 2766

The Board may take action on any item on the agenda, whether listed as an action item or as an information item.

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Amie Crowder, Board Secretary at (909) 867-2766 at least 48 hours before the meeting, if possible.

Copies of documents provided to members of the Board for discussion in open session may be obtained from the District at the address indicated above.

AGENDA

1. Call Meeting to Order and Pledge of Allegiance
2. Recognize and Hear from Visitors / Public Comment - This portion of the agenda is reserved for the public to make comments on matters within the jurisdiction of the Running Springs Water District that are **not on the agenda**. The Board, except to refer the matter to staff and/or place it on a future agenda, may take no action. It is in the best interest of the person speaking to the Board to be concise and to the point. A time limit of five minutes per individual will be allowed. Any person wishing to comment on an item that is on the agenda is requested to complete a request to speak form prior to the item being called for consideration or to raise their hand and be recognized by the Board President.

A. Special Recognition for Firefighter Cody Snow **Page 4**

3. Approval of Consent Items – The following consent items are expected to be routine and non-controversial and will be acted on at one time without discussion unless an item is withdrawn by a Board Member for questions or discussion. Any person wishing to speak on the consent agenda may do so by raising his/her hand and being recognized by the Board President.

A. Approve Meeting Minutes **Page 6**

B. Ratify Expenditures **Page 12**

4. Action Items – The following action items will be considered individually and each **require a motion** by the Board of Directors for action.

A. Consider approving agreements with Tesla, Inc. for the SGIP and authorize the General Manager to execute the agreements **Page 19**
(Presenter: Ryan Gross, General Manager)

B. Consider authorizing staff to upgrade communications equipment for sewer lift stations and water booster station 9 telemetry **Page 47**
(Presenter: Trevor Miller, Operations Manager)

C. Consider adopting a new Running Springs Fire Department Logo **Page 49**
(Presenter: Mike Vasquez, Fire Chief)

D. Consider Adopting Resolution No. 11-20, Commending Randy Bobroff for 30 Years of District Service **Page 53**
(Presenter: Tony Grabow, President)

5. Information Items – The following information items do not require any action by the Board of Directors and are for informational purposes only.

A. Quarterly Running Springs Fire Department Report

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6. General Manager's Report
7. Report from Legal Counsel
8. Board Member Comments / Meetings
9. Meeting Adjournment

Upcoming Meetings: Regular Board Meeting, September 16, 2020 at 9:00 am

RUNNING SPRINGS WATER DISTRICT

MEMORANDUM

DATE: August 19, 2020
TO: Board of Directors
FROM: Fire Chief, Michael Vasquez
SUBJECT: PERFORMANCE RECOGNITION - FIREFIGHTER/PARAMEDIC
CODY SNOW

BACKGROUND INFORMATION

Letter of Recognition for Firefighter/Paramedic Cody Snow's superior performance on Thanksgiving Day 2019 resuscitating a drowning young child.

ATTACHMENTS

Attachment #1 - Letter of Recognition



RUNNING SPRINGS FIRE DEPARTMENT

"SERVICE TO THE COMMUNITY"

31250 Hilltop Boulevard • P.O. Box 2206

Running Springs, CA 92382

Michael R. Vasquez, Fire Chief

Date: July 21, 2020

RE: Performance Recognition

TO: Firefighter Paramedic Cody Snow

This letter is being presented to you for your superior performance on Thanksgiving Day 2019. Your response to a drowning young child during a winter storm event was exceptional and displayed Firemanship. Not only has your experience and education given you the ability to act decisively, but your devotion, courage and responsibility saved the life of a young child who had an exceedingly rare chance of survival. Due to your quick and appropriate response, that young child is alive today.

Your actions on this incident prove to be honorable and must be recognized. Please accept this exclusive *Belt Buckle* that commemorates your actions which displays three elements of *Firemanship: devotion, courage and loyalty*. As your Fire Chief, I am proud of your actions and your devotion to this department and community of Running Springs.

Sincerely,

Michael R. Vasquez
Fire Chief

RUNNING SPRINGS WATER DISTRICT

MEMORANDUM

DATE: August 19, 2020
TO: Board of Directors
FROM: Ryan Gross, General Manager
SUBJECT: CONSIDER APPROVING MEETING MINUTES

RECOMMENDATION

It is recommended that the Board of Directors review and approve the attached meeting minutes.

REASON FOR RECOMMENDATION

Approval of meeting minutes.

BACKGROUND INFORMATION

The attached draft meeting minutes are from the Regular Board Meeting held on July 15, 2020.

ATTACHMENTS

Attachment 1 – Draft Meeting Minutes

MINUTES – July 15, 2020

PAGE 1 OF 6

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS
RUNNING SPRINGS WATER DISTRICT
COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA
JULY 15, 2020**

A Regular Meeting of the Board of Directors of the Running Springs Water District was held on Wednesday, July 15, 2020 at the hour of 9:00 A.M. at the District office located at 31242 Hilltop Boulevard, Running Springs, California, and through teleconference.

The following Directors were present through teleconference:

Tony Grabow, President
Errol Mackzum, Vice-President
Mike Terry, Director

The following Directors were present at the District:

Bill Conrad, Director
Mark Acciani, Director

Also present at the District were the following:

Ryan Gross, General Manager
Trevor Miller, Wastewater Operations Manager
Mike Vasquez, Fire Chief
Cindy Strebel, Battalion Fire Chief

The following were present through teleconference:

Amie R. Crowder, Board Secretary/Treasurer/Administration Supervisor
Ward Simmons, Legal Counsel, Best, Best & Krieger

The following were absent:

Randy Bobroff, Water Operations Manager

The following visitors were present at the District:

Denise Acciani, Running Spring Resident

MEETING MINUTES

AGENDA ITEMS

1. Call Meeting to Order, Roll Call and Pledge of Allegiance

The Running Springs Water District Regular Board Meeting was called to order at 9:00 A.M. by President Tony Grabow. Pledge of Allegiance was led by General Manager Gross. Roll call was led by Board Secretary, Amie R. Crowder.

2. Recognize and Hear from Visitors/Public Comment

No public comments from visitor.

3. Approval of Consent Items

A. Approve Meeting Minutes

B. Ratify Expenditures and Review Reserves

C. Receive and File the Fiscal Year 2019/2020 Annual Board and Employee Expense Report

D. Consider Adopting Resolution No. 09-20, Certifying Delinquent Charges to be Placed on the Tax Roll for Fiscal Year 2020/2021

E. Consider Adopting Resolution No. 10-20, Finding that Certain Properties Located in the District Constitute a Public Nuisance and Ordering Notification to Property Owners and Setting a Public Hearing

Upon **motion** by Vice-President Mackzum, **second** by Director Terry and **carried by a 5 to 0 Roll Call Vote**, the Consent Items were approved.

4. Action Items

The following action items will be considered individually, and each **require a motion** by the Board of Directors for action.

A. Consider Awarding a Construction Contract for the Library Parking Lot Improvements

General Manager Gross presented the location of the Library parking, which is East to the Library, is in need of repairs. Manager Gross also outlined that this area of the parking lot is not included in the San Bernardino County's Library lease. The details of each bid were discussed including options of fencing the location in and using it as an additional source of revenue, as well as the long-term goal for this location. Minimal discussion continued.

Upon **motion** by Vice-President Mackzum, **second** by Director Terry and **carried by a 5 to 0 Roll Call Vote**, a Construction Contract for the Library Parking Lot Improvements was awarded to Bacon/Wagner Excavation, Inc. for their low bid of \$6,820.

B. Consider Request from West Coast Retreat Center to Waive Penalties for Delinquent Charges

General Manager Gross presented the detailed information regarding this request from West Coast Torah Retreat & Camp Center. Manager Gross confirmed that the Center has paid the delinquent installments that were due and that there has been no activity on the property. Minimal discussion continued.

Upon motion by Director Conrad, second by Director Acciani and carried by a 5 to 0 Roll Call Vote, the Request from West Coast Retreat Center to Waive Penalties for Delinquent Charges in the amount of \$3,089.02, was approved.

C. Consider Authorizing Expenditure for Office Safety Glass

General Manager Gross presented the bids for this Action Item, which include both temporary and permanent options. General Manager Gross outlined the necessity of this installation is in preparation for the District to re-open business services to the Public, while protecting staff and customers, due to the COVID-19 Pandemic. Minimal discussion continued.

Upon motion by Director Conrad, second by Vice-President Mackzum and carried by a 5 to 0 Roll Call vote, Authorizing Expenditure for Office Safety Glass, not to exceed \$714.80, was approved.

D. Consider Authorizing Expenditure for Computer Server Replacement

General Manager Gross presented the details of the server failures that have been occurred in the past 3-months. General Manager Gross outlined the details of the proposal which include but are not limited to the servers, hard drive server cabinet, and complete migration and replacement of the old equipment. Various discussions took place regarding the current back-up capabilities, the current and ideal cooling system, and the increasing demand for businesses to be electronically advanced. Minimal discussion continued.

Upon motion by Director Conrad, second by Director Acciani and carried by a 5 to 0 Roll Call vote, the Expenditure for Computer Server Replacement was approved for the amount of \$35,564.67 plus applicable sales tax.

E. Consider Amendment to Basketball Court Lease Agreement

General Manager Gross presented the Basketball Court Lease Agreement with the Rim of the World Recreation and Park District. The first of the two 5-year term extensions would be executed. Vice-President Mackzum inquired if the Recreation and Park District would assist with the lot repairs. General Manager Gross confirmed

that the Manager of the Rim of the World Recreation and Park District, will be presenting the lot repair proposal to her Board of Directors. Minimal discussion continued.

Upon **motion** by Vice-President Mackzum, **second** by Director Terry, and **carried by a 5 to 0 Roll Call vote**, the Amendment for the first of two 5-year term extension to the Basketball Court Lease Agreement, was approved.

F. Consider Request for Registrar of Voters for Polling Place

General Manager Gross presented that the San Bernardino County Registrar of Voters is requesting to use the District’s facilities for voting in the November election. After discussing the specific criteria needs for the Polling Place, it was determined that the District cannot accommodate the San Bernardino County Registrar of Voters.

Upon **motion**, by Director Acciani, **second**, by Director Conrad, and **carried by a 5 to 0 Roll Call vote**, the Request for Registrar of Voters for Polling Place, was not approved.

5. Information Items

A. Registrar of Voters Contactless Services to Candidates

General Manager Gross presented that Contactless Services to Candidates will be used this year. Contactless Services to Candidates literature was provided. In addition, Vice-President Mackzum confirmed that he will not be running this year. Director Terry shared that he is currently undecided.

B. California Public Utility Commission Self Generation Incentive Program Equity Resiliency Program

General Manger Gross presented the details of this program. If the Running Springs Water District qualifies, the program would provide a zero-cost battery back-up system for the Wastewater Treatment plant. The total is cost is approximately \$1.4 million, that would be covered under this program at no cost to the District. Minimal discussion continued.

C. Quarterly Water Operations Report

General Manager Gross highlighted that May’s water production was up 42% from the prior year. In addition, June’s water production also up. Minimal discussion continued.

D. Quarterly Wastewater Operations Report

General Manager Gross provided a brief update.

6. General Manager’s Report

General Manager Gross shared that the District has received the Sewer Collection Video Inspection Van and that the District could potentially contract with other Districts’ to use the van.

General Manager Gross also shared that the Ambulance was successfully auctioned.

Fire Chief Mike Vasquez provided a brief review of the recent Mount R fire, that occurred during the 4th of July holiday weekend. Chief Vasquez shared that it was a seamless operation between Mutual Aid, San Bernardino County Fire, the US Forest Service, and the Running Springs Fire Department.

7. Report from Legal Counsel

Ward Simmons, Legal Counsel, Best, Best & Krieger reported two recent cases. The first Case pertains to Voter Initiatives specifically, to new special taxes that Districts want to adopt. If this is placed on the ballot, it is not subject to Proposition 13 and Proposition 218.

The second case Ward Simmons presented pertains to the California Voting Rights Act and the ability for Districts’ to move from an At-Large Voting system to a By-District Voting system, which happened in the City of Santa Monica. Racially Polarized Voting and Dilution were reviewed in this case, and the City of Santa Monica was able to continue with their At-Large Voting system.

8. Board Member Comments/Meetings

No additional comments

9. Meeting Adjourned

The meeting was adjourned at 10:04 A.M.

Respectfully Submitted,

President, Board of Directors
Running Springs Water District

Secretary of the Board of Directors
Running Springs Water District

RUNNING SPRINGS WATER DISTRICT

MEMORANDUM

DATE: August 19, 2020
TO: Board of Directors
FROM: Ryan Gross, General Manager
SUBJECT: RATIFY EXPENDITURES

RECOMMENDED BOARD ACTION

It is recommended that the Board of Directors review the attached accounts payable check register and ratify the District's July 2020 expenditures.

A copy of the District's Cash Reserve Fund Summary as of July 31, 2020, the Pooled Cash Balance History and Fire Department Operating Reserve Fund Surplus/Shortfall History is also included for review and information.

REASON FOR RECOMMENDATION

Each month staff presents the monthly check register and recommends that the Board of Directors ratify the District's expenditures.

ATTACHMENTS

- Attachment 1 – Accounts Payable Check Register for July 2020
- Attachment 2 – Cash Summary as of July 31, 2020
- Attachment 3 – Pooled Cash Balance History
- Attachment 4 – Fire Department Operating Reserve Fund Surplus/Shortfall History

Running Springs Water District Accounts Payable Checks July 2020

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
14 Transport Corp	Transport Van back to the District	07/08/20	2,000.00	104820	2,000.00
2 Hot Uniforms inc	2 RSFD Hats with embrod. C. Snow	07/20/20	67.43	104843	116.37
	Chaplain Hats	07/20/20	48.94	104843	
Airgas Inc.	Large Helium	07/20/20	53.65	104844	53.65
Allstar Fire Equipment	Facepiece Fit test for SCBA -Stepanian	07/08/20	49.01	104821	49.01
American Family Life Assurance Company of Colun	Additional Insurance Premiums June 2020	07/01/20	214.89	DFT0001297	214.89
	Additional Health Insurance Prem July 2020	07/23/20	143.26	DFT0001323	143.26
Ameripride Services, Inc	Cleaning Supplies June 2020	07/20/20	336.20	104845	336.20
Amie Crowder	Reimbursement Claim	07/29/20	11.10	104887	11.10
Arrowbear Park County Water District	Purchased Water July 2020	07/29/20	6,022.92	104888	6,022.92
Bacon/Wagner Excavating, Inc.	Hauling to One Stop 6/25/20	07/20/20	400.00	104846	400.00
	WWTP HW Drying Bed Demo & Footing	07/24/20	16,875.00	104876	16,875.00
Bear Valley Fire Protection	Repair Exting Lever	07/20/20	37.41	104847	37.41
Best, Best & Krieger LLP	Legal Services June 2020	07/08/20	1,428.90	104822	1,428.90
BURR Group Inc.	Trash Service June 2020- Main Office	07/08/20	187.92	104823	187.92
California Computer Options Inc	Tech Support June 2020	07/08/20	1,150.77	104824	1,150.77
	Telephone Syetem and Telephone Charges June 20	07/24/20	25,188.34	104877	25,188.34
CalPERS	Health Insurance Premiums July 2020	07/01/20	15,213.70	DFT0001313	15,213.70
	Employ Contribut Classic/Prepra PPE 6/29/20	07/02/20	20,307.41	DFT0001314	20,307.41
	UAL for Class/Prep for Misc/Safety plus addit pmt	07/16/20	891,775.00	DFT0001321	891,775.00
	Employ Contribu Class/Prep Safety/Misc PPE 7/13/	07/16/20	24,155.51	DFT0001322	24,155.51
	Employ Contribu Classic/Prepra PPE 7/27/20	07/29/20	22,519.52	DFT0001337	22,519.52
Canon	Contract and Usage fees for July 2020	07/20/20	630.54	104848	630.54
Charter Communitcations	Internet/Charges July-Aug	07/20/20	181.49	104849	181.49
	Internet and phone July-Aug 2020	07/24/20	92.34	104878	92.34
	Internet July-Aug 2020	07/29/20	81.97	104889	81.97
Citibank, N.A.	Miscellaneous Office Supplies	07/24/20	489.42	104879	737.41
	Staples- Office Supplies	07/24/20	247.99	104879	
Clinical Laboratory of San Bernardino	Water Samples June 2020	07/29/20	789.00	104890	1,301.00
	Wastewater Samples June 2020	07/29/20	512.00	104890	
County of San Bernardino	Provision of Medical/Control Control FY 2020-21	07/20/20	3,200.00	104850	3,200.00
	Lien Release x2	07/24/20	40.00	104880	40.00
	Lien Release x2	07/29/20	40.00	104891	40.00
County of San Bernardino Auditor-Controller/Trea	Monthly Parcel Map Changes July 2020	07/08/20	4.00	104825	10,004.00
	LAFCO 2020-2021 Apportionment	07/08/20	10,000.00	104825	
Crestline-Lake Arrowhead Water Agency	Annual Meter Connection Fee	07/08/20	5,634.00	104826	19,812.00
	Annual Meter Connection Fee	07/08/20	2,010.00	104826	
	Annual Meter Connection Fee	07/08/20	910.00	104826	
	Annual Meter Connection Fee	07/08/20	11,258.00	104826	
Cypress Ancillary Benefits	Dental Insurance Premiums August 2020	07/29/20	1,024.12	104892	1,024.12
Dixi Willemse	Reimbursement Claim	07/29/20	22.51	104893	22.51
Federal Express Corporation	Shipping Charges June 2020	07/20/20	42.35	104851	42.35
Fire Fighters Association	Association Dues for July 2020	07/29/20	1,220.00	104894	1,220.00
Frontier Communications	Telephone June-July 2020	07/08/20	59.82	104827	119.64
	Telephone June-July 2020	07/08/20	59.82	104827	

Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
Frontier Communications	Telephone July 2020	07/20/20	61.31	104852	319.08
	Telephone July 2020	07/20/20	124.50	104852	
	Telephone July -Aug 2020	07/20/20	61.31	104852	
	SCADA Line July-Aug 2020	07/20/20	71.96	104852	
	Telephone July-Aug 2020	07/24/20	60.60	104881	60.60
	Telephone LS1 July-Aug 2020	07/29/20	60.62	104895	121.27
	Telephone LS6 July-Aug 2020	07/29/20	60.65	104895	
Harrington Industrial Plastics LLC	Ayers water filter	07/20/20	224.42	104853	224.42
HD Supply Facilities Maintenance LTD	Stenner Pump	07/20/20	2,020.36	104854	2,020.36
Inland Desert Security & Communications	Answering service July 2020	07/20/20	157.00	104855	157.00
Inland Water Works Supply Company	18"Mueller Hyd Ext Kit and Brass Sleeve	07/08/20	648.66	104828	2,953.48
	Romac Flex Cplg	07/08/20	462.68	104828	
	6x12 Romac Tapped Clamps	07/08/20	516.12	104828	
	1"x3" Romac SCC FC Clamp	07/08/20	288.77	104828	
	8" Mueller Gat Valve	07/08/20	1,209.63	104828	
	8" Import MJ SSB Kit	07/08/20	116.39	104828	
	Romac Clamps	07/08/20	-288.77	104828	
	2"x"6 Romac Clamp	07/20/20	78.35	104856	78.35
Leslie's Poolmart, Inc	Chlorine and salt	07/20/20	868.77	104857	868.77
Liberty Composting Inc	Tipping Fees June 2020	07/20/20	433.60	104858	433.60
Life-Assist, Inc	Ambulance Supplies	07/08/20	443.59	104829	443.59
	Ambulance Supplies	07/20/20	614.18	104859	828.40
	Ambulance Supplies	07/20/20	39.66	104859	
	Ambulance Supplies	07/20/20	174.56	104859	
	Ambulance Supplies	07/24/20	835.27	104882	835.27
	Ambulance Supplies	07/29/20	86.00	104896	418.83
	Ambulance Supplies	07/29/20	332.83	104896	
Linda Mayfield	Reimbursement Claim	07/20/20	450.30	104860	450.30
Lou's Gloves, Inc	Nitrile Exam X-Large Gloves	07/20/20	116.00	104861	116.00
	Nitrile Exam Grade Gloves	07/29/20	105.00	104897	105.00
MCI	Long Distance July 2020	07/29/20	51.91	104898	51.91
McMaster-Carr Supply Company	Miscellaneous Parts and Supplies	07/20/20	43.24	104862	43.24
Motorola Solutions Inc	Ambulance 800 Radio Components	07/20/20	1,489.25	104863	1,489.25
NAPA Auto Parts	Miscellaneous Parts and Supplies	07/08/20	257.67	104830	463.03
	Miscellaneous Parts and Supplies	07/08/20	205.36	104830	
Nationwide	Employee Contributions PPE 6/29/20	07/02/20	1,575.00	DFT0001296	1,575.00
	Employee Contributions PPE7/13/20	07/24/20	1,575.00	DFT0001325	1,575.00
	Employee Contributions PPE 7/27/20	07/31/20	1,575.00	DFT0001336	1,575.00
Nestle Waters North America	Drinking Water for Treatment Plant	07/29/20	66.75	104899	66.75
Nick Nikas	Reimbursement Claim	07/20/20	454.27	104864	897.07
	Reimbursement Claim	07/20/20	442.80	104864	
One Stop Landscape Supply	Bio solids disposal One Stop Recycling	07/08/20	3,658.20	104831	3,658.20
Patricia A. Monical	Industrial Paper Towels	07/08/20	85.42	104832	85.42
Polydyne Inc.	Clarifloc Drums	07/29/20	1,405.17	104900	1,405.17
Principal Life Insurance Company	Vision Insurance Premiums August 2020	07/29/20	134.95	104901	134.95
Reliance Standard Life Insurance Company	Life Insurance Premiums August 2020	07/29/20	1,016.62	104902	1,016.62
Robert Aberg	EMT Reverification Reimbursment	07/20/20	70.00	104865	70.00
Rocio Silva	Janitorial Services June 2020	07/20/20	485.00	104866	485.00
Roger E. Fox, M.D.	DOT Exam	07/08/20	50.00	104833	50.00
Rogers Anderson Malody & Scott LLP	Consultant Costs June 2020	07/24/20	1,232.00	104883	1,232.00

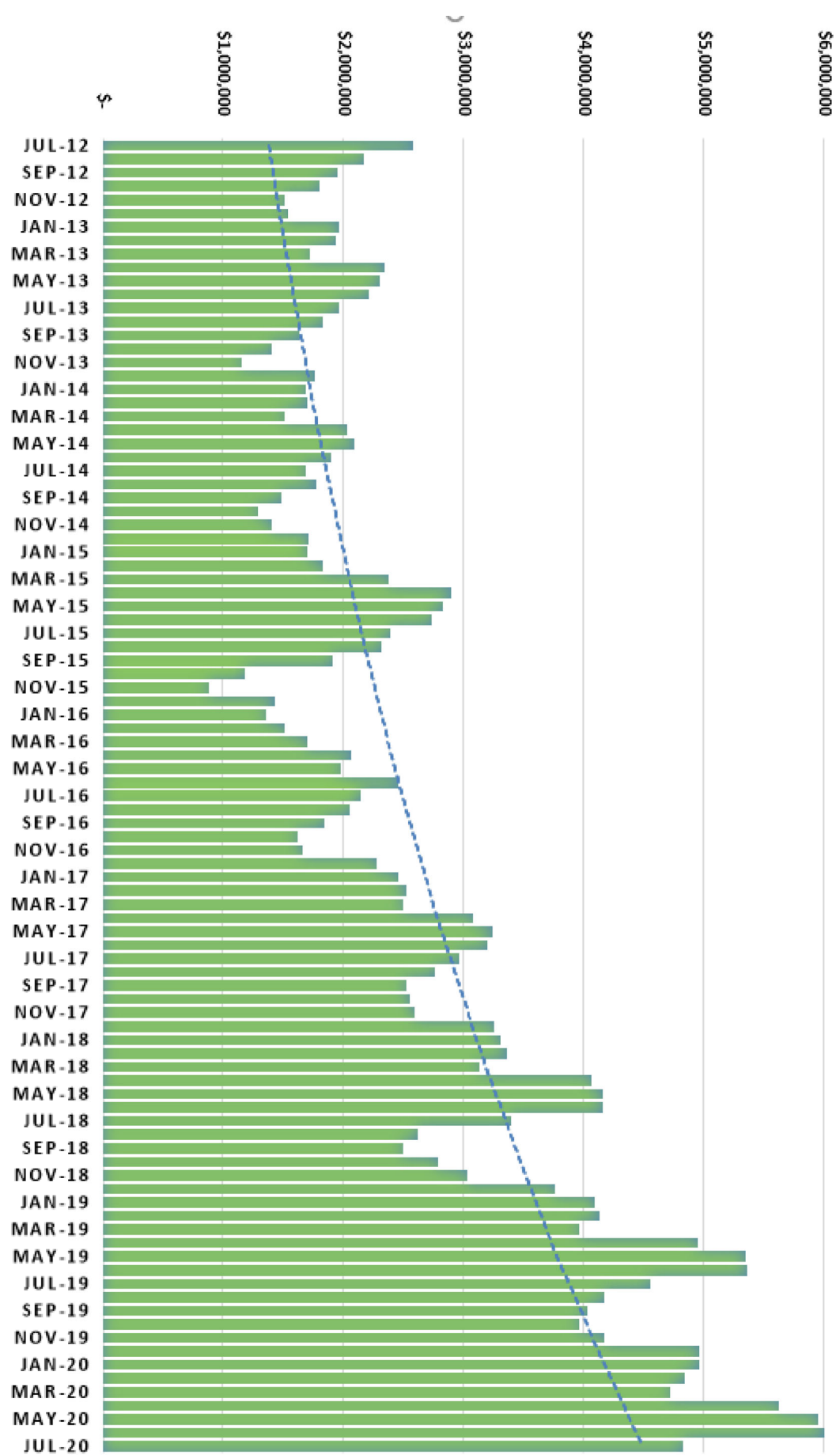
Vendor Name	Description	Date	Invoice Amount	Check Number	Check Amount
Scott Benson	EMS License Reimbursement	07/24/20	275.00	104884	345.00
	EMT-P Reverification Reimbursement	07/24/20	70.00	104884	
South Coast Air Quality Management District	AQMD Fee 2019-2020 Loma Dr	07/20/20	144.51	104867	144.51
	I CE Em Elec Gen-Diesel Treat Plant	07/29/20	1,928.97	104903	2,065.37
	Flat Fee for Last FY Emissions Treat Plant	07/29/20	136.40	104903	
Southern California Edison Company	Electricity June 2020	07/08/20	11,802.79	104834	11,949.81
	Electricity June 2020	07/08/20	11.94	104834	
	Electricity June 2020	07/08/20	135.08	104834	
Southern California Gas Company	Gas Usage June 2020	07/08/20	83.54	104835	118.33
	Gas Usage June 2020	07/08/20	34.79	104835	
	Gas Usage June 2020	07/20/20	47.31	104868	112.34
	Gas Usage June 2020	07/20/20	50.73	104868	
	Gas Usage June 2020	07/20/20	14.30	104868	
Special District Risk Management Authority	Property/Liability Program 2020-2021	07/08/20	139,885.02	104836	256,842.28
	Wrkers Compensation 2020/2021	07/08/20	116,498.88	104836	
	2020 Ford Transit Van Insurance	07/08/20	458.38	104836	
Stream Line Automation Systems	Annual IPad Support and Fire Prevention	07/08/20	1,801.00	104837	1,801.00
Terminix International Company LP	Pest Control Collections	07/08/20	75.00	104838	135.00
	Pest Control-Treatment Plant	07/08/20	60.00	104838	
The Bank of New York Mellon Trust Co., NA	Administration Fee July 2020-June 2021	07/08/20	1,860.00	104839	1,860.00
The Standard Insurance Company	Disability Insurance Premiums August 2020	07/29/20	220.00	104904	220.00
Tyler Technologies, Inc	Insite Transaction Fees June 2020	07/20/20	2,848.67	104869	2,896.17
	Utility Billing Notification Calls & SMS June 2020	07/20/20	47.50	104869	
Underground Service Alert of Southern California	New Dig Tickets July 2020	07/08/20	52.90	104840	52.90
Valic	Employee Contributions PPE 7/13/20	07/24/20	2,023.00	DFT0001324	2,023.00
	Employee Contributions PPE 7/27/20	07/28/20	2,023.00	DFT0001335	2,023.00
Verizon Wireless Services LLC	Cell phone Charges June 2020	07/08/20	452.12	104841	452.12
Visa	Bobroff- Housing Cover and Saw Blade	07/20/20	154.97	104870	932.95
	Ellsberry- Replacement Filters	07/20/20	98.26	104870	
	Gross- Zoom Meeting Subscription	07/20/20	3.19	104870	
	Station Supplies	07/20/20	154.55	104870	
	Vasquez- Adobe and Ipad Application	07/20/20	21.98	104870	
	ESRI Program Credits	07/20/20	500.00	104870	
Vyanet Operating Group	Security/Monitoring August-Oct 2020	07/20/20	169.85	104871	169.85
W.W. Grainger, Inc	Hour Meter Ac Quartz 6 Digit	07/20/20	86.03	104872	196.74
	Snake Gaiters	07/20/20	110.71	104872	
	Adapter cables	07/24/20	19.29	104885	19.29
Whitney Mesna	Reimbursement Claim	07/24/20	160.46	104886	160.46
Zenner Performance Meter, Inc	Meters	07/20/20	862.17	104873	862.17
Zoll Medical Corporation GPO	Ambulance Supplies	07/20/20	325.14	104874	325.14

Totals

Payment Type	Payable Count	Payment Count	Payment
Regular Checks	123	83	395,651.32
Manual Checks	0	0	0.00
Voided Checks	0	1	-25,188.34
Bank Drafts	12	12	983,100.29
EFT's	0	0	0.00
Totals	135	96	1,353,563.27

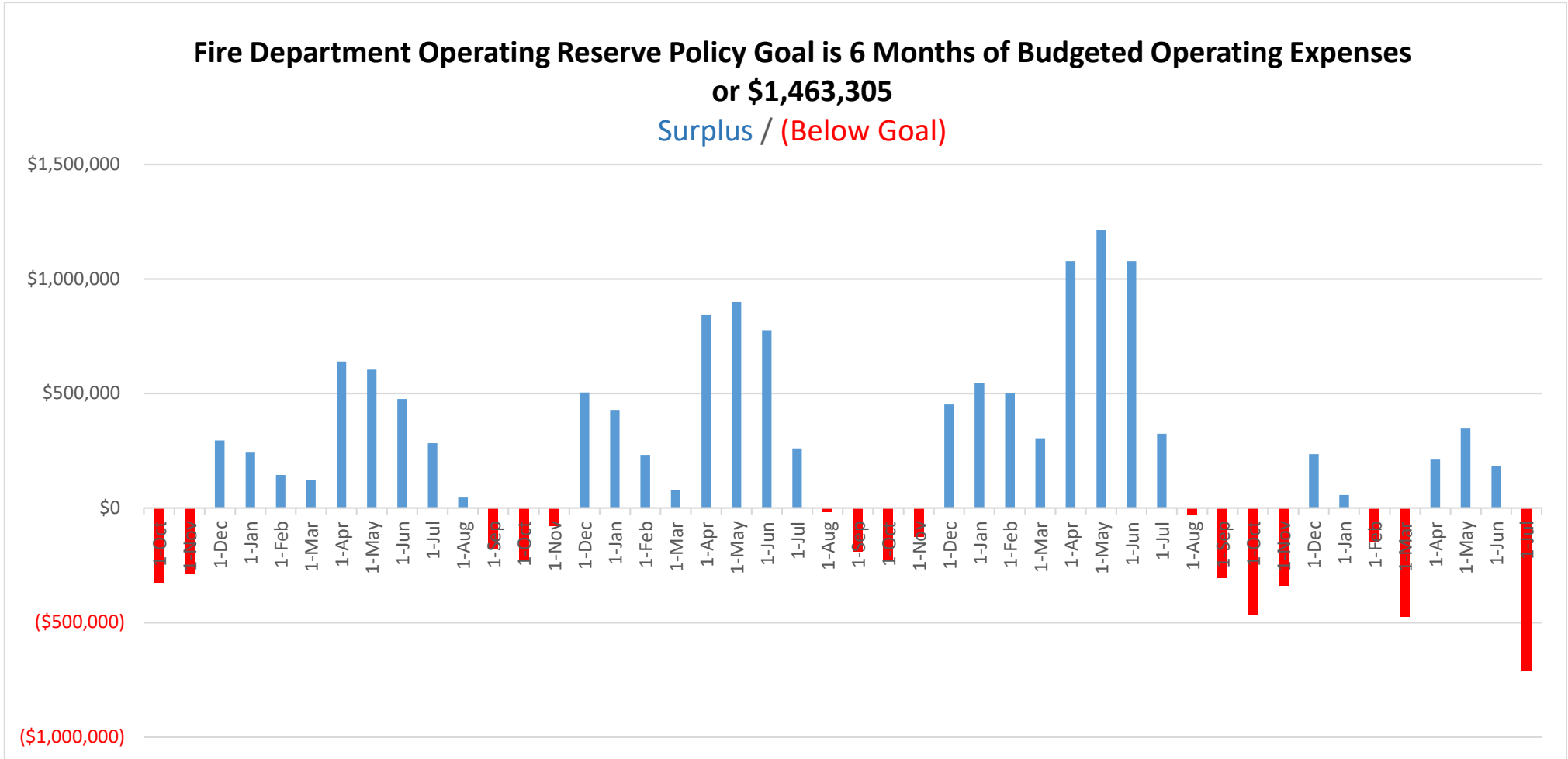
Fund Balances as of July 31, 2020	
Fire & Ambulance Department	
Fire Department Operating Reserve	661,372
Ambulance Department Operating Reserve	90,754
Subtotal Fire & Ambulance Department Operating Reserve Funds	752,126
Recommended Operating Reserve Fund Target (6 Months Operating Expenses)	1,463,305
Fire & Ambulance Department Operating Reserve Surplus / (Below Target)	(711,179)
Wastewater Division	
Wastewater Capital Improvement Project Reserve	966,833
Wastewater System Connection & Capacity Charges	250,950
CWSRF Loan Agreement 14-813 Debt Reserve (Restricted for SLS 1-3 Debt Service)	171,537
Wastewater Operating Reserve Fund	559,340
Recommended Operating Reserve Fund Target (4 Months Operating Expenses)	559,340
Wastewater Operating Reserve Surplus / (Shortfall)	-
Water Division	
Water Capital Improvement Project Reserve	1,197,886
Water System Connection & Capacity Charges	57,636
Water Infrastructure R&R Reserve (MFC & AMR SRF Debt Reserve)	89,334
Water Operating Reserve	527,365
Recommended Operating Reserve Fund Target (4 Months Operating Expenses)	527,365
Water Operating Reserve Surplus / (Shortfall)	-
Assessment Districts Restricted Funds	
Water Assessment District No. 9 Construction Funds	12,385
Water Assessment District No. 10 Construction Funds	26,421
Water Assessment District No. 10 O&M	103,532
Water Assessment District No. 10 Bond Reserve Fund	116,463
Subtotal Assessment Districts	258,801
Total District Designated & Operating Reserve Funds	4,573,008
Assessment District Funds	258,801
Combined Pooled Cash	4,831,809
Checking Account (General)	454,224
LAIF	4,245,520
York Insurance Deposit	14,601
BNY Mellon (AD #10 Bond Reserve)	116,463
Petty Cash	1,000
Combined Pooled Cash	4,831,809
	-

COMBINED POOLED CASH BALANCE



**Fire Department Operating Reserve Policy Goal is 6 Months of Budgeted Operating Expenses
or \$1,463,305**

Surplus / (Below Goal)



RUNNING SPRINGS WATER DISTRICT**MEMORANDUM**

DATE: August 19, 2020

TO: Board of Directors

FROM: Ryan Gross, General Manager

SUBJECT: CONSIDER APPROVING AGREEMENTS WITH TESLA, INC. FOR CALIFORNIA SELF-GENERATION INCENTIVE PROGRAM (SGIP)

RECOMMENDED BOARD ACTION

Consider approving agreements with Tesla, Inc. for the SGIP and authorize the General Manager to execute the agreements.

REASON FOR RECOMMENDATION

This is the next step in this time sensitive process.

BACKGROUND INFORMATION

Through the recently funded Self-Generation Incentive Program (SGIP) Equity Resiliency Program, the California Public Utilities Commission (CPUC) is fully subsidizing energy storage systems for qualified critical infrastructure. Some of Running Springs Water District's facilities may be qualified for this program. Funding is being rapidly allocated on a first-come-first-served basis, so there is a short timeline for this opportunity.

Below is information about Tesla's offering for the program. In a nutshell, Running Springs Water District would fully own the battery, the state pays Tesla the full cost of installation and Tesla includes a 10-year O&M package. The batteries will save your facilities approximately 20% a month on the utility bill and will provide full system backup power during an outage (with or without an onsite generator). The District's Wastewater Treatment Plant may qualify for the state funding.

FISCAL INFORMATION

If approved and accepted by the SGIP, the District would receive approximately \$1.3 million in equipment and O&M for the battery backup system!

ATTACHMENTS

Attachment 1 – Tesla Agreements

TESLA COMMERCIAL ENERGY

We take a long-term approach to ensure your energy storage system provides maximum performance, simplified integration and all-weather capabilities. You have peace of mind knowing that Tesla has successfully deployed 2.5 million kilowatts of solar and 2 million kilowatt hours of energy storage around the world.



Running Springs Water District
31242 Hilltop Blvd, Running Springs, CA 92382, US

ENERGY STORAGE SYSTEM RATINGS



Battery Output Rating	280 kW
Battery Size (6 Packs)	1,392 kWh
Battery Value	\$866,796
Total Project Cost	\$0
Fully Charged Duration	11.5 hours
Average Duration	5.75 hours



EMERGENCY BACKUP

Powers a facility when the grid goes down



PEAK SHAVING

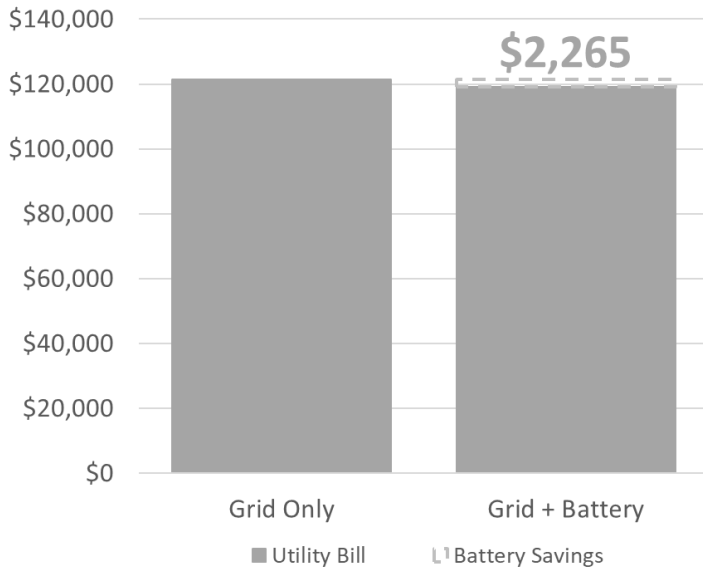
Discharge at times of peak demand to reduce expensive demand charges

PROPOSED SAVINGS PROJECTIONS

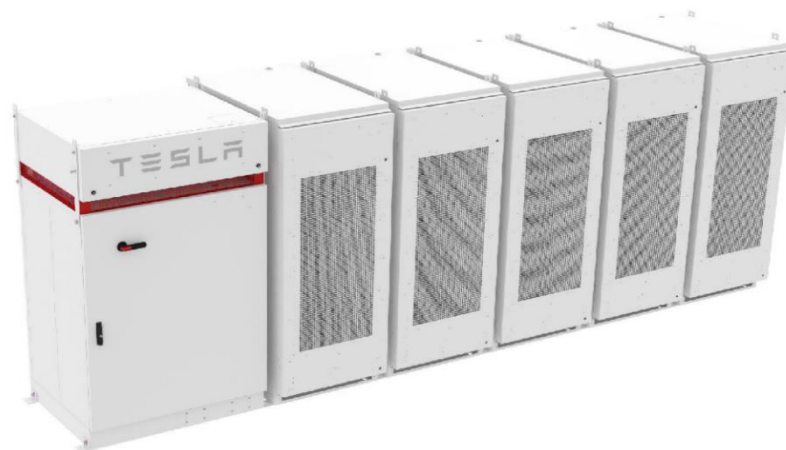
Battery Energy Storage System Savings

Estimated Annual Electricity Savings

Estimated Long Term Electricity Savings



10 Year Value	\$24,231
20 Year Value	\$52,324



Additional Information

- Specific site/project specifics will need to be confirmed as part of the Site Survey & Permitting Process
- We recommend that you change to SCE tariff (TOU-PA-2 D) to increase your savings with storage

POTENTIAL POWERPACK LOCATION



Standard Non-Disclosure Agreement

Effective Date: _____

Tesla Contact: _____

This Standard Non-Disclosure Agreement (“NDA”) is entered as of the Effective Date between the Tesla entity (“Tesla”) and the company or individual (“Company”) identified below. Tesla and each Company agree as follows:

1. Purpose. Tesla may disclose Confidential Information to Company in order to consider a potential business relationship with each other or fulfill the objectives of such relationship (“Purpose”). “Confidential Information” means information disclosed by Tesla or its Affiliate to Company or its Affiliate that is marked as confidential or proprietary, identified as confidential or proprietary (e.g. if disclosed orally or visually), or disclosed under circumstances by which Company should reasonably understand that such information is deemed by Tesla to be confidential or proprietary. All Confidential Information and derivations thereof remain Tesla’s sole property, and no license or other right to Confidential Information or any intellectual property is granted or implied by this NDA or any disclosure. Tesla is not required to disclose any information hereunder. All Confidential Information is provided on an “AS IS” basis. Tesla disclaims any and all representations, warranties, or assurances concerning the Confidential Information, including as to accuracy, performance, completeness, suitability, or third-party rights.
2. Confidentiality. Subject to Section 3, Company and its Affiliates may not: (a) use Confidential Information for any reason except the Purpose; or (b) disclose Confidential Information to any individual or third party except to its personnel, directors, consultants, professional advisors, and Affiliates, or (to the extent expressly approved in writing by Tesla) other unaffiliated third parties, in each case that (i) have a “need to know” such Confidential Information for the Purpose and (ii) are bound to confidentiality obligations that protect Confidential Information to at least the same extent as the terms of this NDA (collectively, “Authorized Recipients”); or (c) make any public disclosures relating to the existence of this NDA or the Purpose without Tesla’s prior written consent; or (d) identify, or attempt to identify, any data subject (e.g. one or more individuals, vehicles, products, or entities) through any de-identified or anonymous data disclosed by Tesla. Company shall implement and maintain appropriate organizational, technical, and administrative security measures, exercising the same degree of care to protect Confidential Information that it uses for its own confidential information of a similar nature, but in no event less than reasonable care. Promptly after learning of any unauthorized use or disclosure of, and/or unauthorized attempts to access or modify, any Confidential Information in Company’s (or its Authorized Recipients’) custody or control, Company shall notify Tesla in writing and cooperate with Tesla to investigate and mitigate any adverse effects. Company shall be responsible for any unauthorized use or disclosure of Confidential Information by any of its Authorized Recipients.
3. Exceptions. The obligations of Section 2 will not apply to information that: (a) is already known to Company at the time of disclosure without obligation of confidentiality, (b) is or becomes publicly known through no wrongful act or omission of Company, (c) is rightfully received by Company from a third party without obligation of confidentiality, (d) is approved for release by Tesla’s written authorization, or (e) was developed by Company independently and without the use or benefit of any Confidential Information. A disclosure that Company is required to make pursuant to any order or requirement of a court, administrative agency, other governmental agency, or stock exchange will not be deemed a breach of Section 2 of this NDA, provided that Company has to the extent permitted by law: (x) promptly notified Tesla in writing of such order or requirement, (y) given Tesla an opportunity to challenge or limit the disclosure requirement or seek an appropriate protective order, and (z) cooperated with Tesla to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the order or requirement. A disclosure which complies with a U.S. Federal Acquisition Regulation permitting disclosures to the government concerning government contracts will not be deemed a breach of this NDA. Each party is hereby given notice of the immunity set forth in 18 USC § 1833(b).
4. Affiliate. “Affiliate” means an entity which either controls or is controlled by a party or is under common control with a party, where “control” means the power to direct or cause the direction of an entity’s management and policies through ownership or control of at least 50% of its voting securities or ownership interest.
5. Termination. This NDA is effective as of the Effective Date and will expire 3 years thereafter. Either party may terminate this NDA for any or no reason by giving 60 days’ prior written notice to the other party. Expiration or termination shall not affect a party’s rights or obligations with respect to Confidential Information disclosed before such expiration or termination, and such rights or obligations will continue as long as Company or its Affiliate has custody of or control over Confidential Information. Upon expiration or termination of this NDA or Tesla’s written request, Company shall promptly return to Tesla all Confidential Information or certify in writing that all Confidential Information has been destroyed. Sections 2, 3, and 5–7 will survive for 5 years after the expiration or termination of this NDA.
6. Disputes; Venue. This NDA is governed by the laws of the county, state, and country specified below Tesla’s signature, in each case without regard to conflict of laws principles. Company will be jointly and severally responsible for the acts and omissions of its Affiliates and each Authorized Recipient. The rights of and damages incurred by a Tesla Affiliate will be deemed to be rights of and damages incurred by Tesla. The Parties shall discuss in good faith a resolution to any conflict or dispute under this NDA. The exclusive venue for any judicial action arising out of or relating to this NDA will be the state, federal, or regional courts for the location specified below Tesla’s signature. The parties, for themselves and their respective

Standard Non-Disclosure Agreement

Affiliates and Authorized Recipients, hereby waive any challenge to venue and jurisdiction in such courts. If Tesla substantially prevails in any action to enforce this NDA, it will be entitled to recover its costs of enforcement from Company and its Affiliates, including reasonable attorneys' fees. Company acknowledges that breach of this NDA would cause Tesla irreparable harm for which monetary damages would not provide an adequate remedy and Tesla will, in addition to any other available remedies, be entitled to temporary and permanent injunctive relief with respect to such breach without proof of actual damages or the posting of bond or other security.

7. **Miscellaneous.** This NDA constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, representations, and understandings, between the parties regarding its subject matter. If any provision hereof is held by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this NDA shall remain in full force and effect. This NDA is written in the English language, and the English version shall prevail over any translation thereof. A waiver of any right hereunder does not imply waiver of any other rights. No waiver, alteration, modification, or amendment of this NDA shall be effective unless in writing and signed by both parties. This NDA may be signed in duplicate originals or in separate counterparts, each of which is effective as if the parties signed a single original, and a facsimile of an original signature or electronically signed version transmitted to the other party is effective as if the original was sent to the other party. Any notice required or permitted by this NDA shall be made in writing and be deemed delivered upon verification of delivery to the other party. Company may not assign, transfer, or otherwise convey or delegate any of its rights or duties under this NDA (except to the successor in a merger, acquisition, or corporate reorganization of Company) without Tesla's prior written consent, and any attempt to do so shall be void.

Tesla and each Company execute this Standard Non-Disclosure Agreement through their duly authorized representatives.

Tesla: Tesla, Inc. _____
Signed: _____
Printed: _____
Title: _____
Date: _____
Contact Information: Legal Department PO Box 15430, Fremont CA 94539, USA Phone : +1-650-681-5000 Governing Law: <u>California</u> Venue: <u>Santa Clara County, California</u>

Company: _____
Signed: _____
Printed: _____
Title: _____
Date: _____
Contact Information: Name/Dept.: _____ Address: _____ Phone: _____



Energy Products Purchase Agreement Terms & Conditions

1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance or signature), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. Tesla may terminate this Agreement if any of the representations in this Section 1 are incorrect.

2. **Purchase; SGIP Program.**

(a) Buyer agrees to purchase the "Products" indicated in the Price Sheet. Tesla agrees to sell Buyer the Products and install them at the address you provided in the Price Sheet (the "Site"). Notwithstanding the above, prior to installing the Products, Tesla may review Buyer's credit, and Tesla shall have the right to terminate this Agreement in its sole discretion based upon the outcome of such credit review.

(b) The Products will be financed by the California Self-Generation Incentive Program ("**SGIP**"), which provides an incentive payment to be paid over five (5) years, subject to certain conditions (the "**SGIP Incentive**"). The SGIP Incentive when assigned to Tesla as the SGIP payee permits Tesla to offer the Products at a reduced cost, or no cost to Buyer. Buyer hereby assigns the SGIP Incentive to Tesla, and releases any claim to the SGIP Incentive. Buyer agrees to cooperate with Tesla's efforts to obtain the SGIP Incentive, including signing necessary documents.

(c) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at <https://www.selfgenca.com/home/contact/>. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(d) In order to enable the SGIP Incentive, Buyer is required to sign the "**Services Agreement**" contemporaneously with this Agreement. As more fully detailed therein, the Services Agreement provides for Tesla to maintain the Products for ten (10) years, and also provides that Tesla will remotely operate the Products in a manner necessary to obtain the SGIP Incentive.

3. **Contract Price.** The Price Sheet shows the price of the Products and their installation after the SGIP Incentive ("**Contract Price**"), and the value of the Products ("**Product Value**"). The Contract Price is charged in accordance with the Schedule of Payments on the Price Sheet, and payment is due thirty (30) days after the date of each invoice. Subject to Section 4, the Contract Price is inclusive of all taxes and permitting fees. The Contract Price does not include, and Tesla is not obligated to provide, any ongoing services in connection with the Products (including maintenance services), except as required in connection with Tesla's limited warranties in Section 12, and as separately agreed under the Services Agreement.

4. **Changes to Price Sheet.**

(a) Tesla's obligation to install the Products is conditioned on such work falling with Tesla's "Standard Scope", which assumes standard wage rates, no unforeseen site conditions, no significant upgrades to existing electrical works, interconnection fees not to exceed \$1,000, and customary government costs, taxes and fees. Further information about what constitutes Tesla's Standard Scope is available upon request.

(b) Tesla has the right to update the Price Sheet if, upon further diligence regarding the Site, Tesla determines that there are conditions outside of the Standard Scope. If Buyer does not reject the updated Price Sheet within thirty (30) days and cancel this Agreement, the changes will be deemed accepted.

(c) In addition, Tesla may in its sole discretion determine that because of issues beyond the Standard Scope, or because of the unavailability of the SGIP Incentive, Tesla will not install the Products. In such case, Tesla may terminate this Agreement by notice to Buyer, and if applicable shall refund the Order Payment.

5. **Installation; Service.** Tesla will contact Buyer to perform an energy efficiency audit of the Site as required by the SGIP program, and subsequently, to schedule installation of the Products. Installation will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Tesla will commission the System in accordance with its standard practices. Buyer authorizes Tesla, or its affiliate or subcontractor, to submit on Buyer's behalf any permit or interconnection application



that is required in connection with the Products. Buyer also agrees to give Tesla, or its affiliate or subcontractor, access to the Site as scheduled so Tesla can install and service the Products. Buyer is responsible for all existing property conditions at the Site, whether known or unknown.

6. **Payment.** By entering into this Agreement, Buyer agrees to pay the Contract Price as described in the Price Sheet. Tesla may provide combined or separate invoices for each of the Products. Risk of loss shall transfer with respect to each component of the Products, upon its delivery to the Site. Title to the Products will transfer to Buyer after Tesla (i) completes installation and (ii) receives payment in full of the Contract Price (if any).

7. **Order Payment.** The Order Payment (if any) that Buyer previously paid for the Products is now non-refundable, except in the circumstances described in Section 4(c). When this Agreement becomes effective, Tesla incurs significant costs preparing to install the Products. The Order Payment is a reasonable estimate of the damages Tesla would incur if Buyer cancels its order before the Products are installed.

8. **Privacy.** The [Tesla Customer Privacy Policy](#) is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 1-888-765-2489.

9. **Intellectual Property.** Tesla owns all intellectual property rights associated with the Products. Tesla grants Buyer a non-exclusive license to use any software embedded into the Products, only in connection with the operation of the Products.

10. **Remote Monitoring and Firmware Upgrades.**

(a) Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. This monitoring requires a high speed internet line, which Buyer must provide at Buyer’s cost. If Buyer does not maintain this internet connection, Tesla cannot monitor the Products. Tesla is not responsible for any issues arising from Buyer’s failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) “Buyer Data” consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla’s products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if neither Buyer nor the owner or long-term occupant of the site where the Products are located (the “Site Host”) could reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla (“Tesla Data”), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

(d) Notwithstanding anything herein to the contrary, Tesla may disclose either Buyer Data or Tesla Data as requested or required by an applicable administrator of the SGIP program (“SGIP Administrator”), and Tesla shall not be responsible for the SGIP Administrator’s use or disclosure of such data.

11. **Maintenance & Operation.** Tesla will provide Buyer with an initial copy of an applicable storage system operation and maintenance guide (as updated by Tesla from time to time, the “Manuals”). The Manuals provide Buyer with operation and maintenance instructions, answers to frequently asked questions, and service information. Buyer must cause the Products to be maintained in accordance with the Manuals (including by contracting with Tesla for maintenance services). In addition, Buyer must comply with the Manuals, to the extent the Manuals apply to Buyer’s activities at the Site.

12. **Limited Warranties.** The Products and installation work are covered by the following limited warranties. **THESE ARE THE ONLY EXPRESS WARRANTIES MADE IN CONNECTION WITH THE PRODUCTS AND INSTALLATION WORK. Any other warranties, remedies and conditions, whether oral, written, statutory, express or implied (including any warranties of merchantability and fitness for purpose, and any warranties against latent or hidden defects) are expressly disclaimed. If such warranties cannot be disclaimed, Tesla limits the duration of and remedies for such warranties to the durations and remedies described below.**

Storage System	The Storage System is covered by the Tesla Limited Warranty applicable to the product and model purchased. By approving this Agreement, Buyer accepts the terms of the Tesla Limited Warranty for the applicable product, which can be obtained on our website or will be provided upon request.
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	In order to maintain the Tesla Limited Warranty, maintenance on the Storage System must be performed by Tesla, a Tesla affiliate or subcontractor, or a Tesla-certified maintenance provider.
Workmanship	Tesla warrants that (a) Tesla’s installation workmanship will be free from defects for 10 years from the date the Products are installed (or, in the case of main panel or structural upgrades, 1 year from the date those upgrades were performed); (b) Tesla’s installation workmanship will not invalidate the applicable Tesla Limited Warranty; and (c) Tesla will not damage the Site during our installation of the Products. If Tesla breaches this workmanship warranty, Tesla will repair the defective work or damage at Tesla’s cost. If Tesla cannot do this itself, Tesla will pay for someone else to do it. Such repair work shall not extend the original warranty period, but the remainder of the original warranty period shall apply to the repair work.

13. **Warranty Exclusions.** The “Workmanship” warranty above does not cover any defect caused by (1) events beyond Tesla’s reasonable control, including but not limited to lightning, flood, earthquake, fire, excessive wind and other extreme weather events, accidents, abuse, misuse or negligence; (2) Buyer’s failure to operate or maintain the Products in accordance with the applicable owner’s manual(s); (3) strikes by balls or other objects, dirt, dust, bird excrement, animals, insects, foliage or algae growth; (4) water entering around a fitting, accessory or other material not installed by Tesla; (5) any material or equipment connected to the Products that was not installed by Tesla; or (6) someone other than Tesla installing, altering, removing, re-installing or repairing any part of the Products unless that person does so in compliance with the applicable owner’s manual(s). The “Workmanship” warranty also does not cover (i) any defects in the equipment or components incorporated into Tesla’s work (such as breakers, electrical panels, soft-start devices for HVAC equipment, etc.); (ii) pre-existing conditions at the Site, including but not limited to unpermitted conditions, improper electrical wiring, cracked or crumbling masonry; (iii) normal wear and tear or deterioration, or superficial defects, dents or marks that do not impact the performance or functionality/integrity of the Products; or (iv) theft or vandalism. The warranty for the “Storage System” above is not subject to the above exclusions, but is subject to other exclusions which are described in the warranty document.

14. **IP Indemnity.**

(a) As used in this Section 14, “Representatives” means Buyer and Buyer’s affiliates, and their respective directors, officers, partners, members, shareholders, agents, employees, subcontractors, successors and assigns; “Losses” means damages and liabilities, including reasonable attorneys’ fees; and “Claim” means a claim, action, suit, proceedings, demand, investigation or assessment made or brought by any third party.

(b) Tesla shall indemnify, defend and hold harmless Buyer and its Representatives from any Losses arising out of any Claim alleging that the Products infringe the intellectual property rights of a third party. However, Tesla shall have no obligation to indemnify Buyer or any of its Representatives to the extent the Claim arises out of: (a) use of the Products in combination with any other products, materials or equipment not expressly authorized by Tesla; or (b) any modifications or changes made to the Products other than by Tesla. If a Claim for infringement or alleged infringement of any intellectual property rights is made, Tesla may, at its own expense, (i) modify any or all of the intellectual property rights so as to avoid the infringement or the alleged infringement; or (ii) take such other action as Tesla deems reasonable to avoid or settle such Claim.

15. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement. To the fullest extent permitted by law, Tesla and Buyer’s aggregate liability to one another under this Agreement is limited to the Product Value. This Section 15 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or subcontractor in connection with this Agreement. This Section 15 does not apply to Buyer or Tesla’s obligation to indemnify the other for third-party claims, as required under Section 14 or otherwise under applicable law.

16. **Term; Breach; Remedies.**

(a) This Agreement will continue in effect until Tesla has completed installation of the Products and received payment in full of the Contract Price, unless earlier terminated as permitted in Section 4 or this Section 16.

(b) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue



any remedy it has under this Agreement or at law, including in Tesla's case, repossession of the Products (if title has not yet transferred) and collection of all amounts due (including those past due, which will be charged 2% interest per annum).

(c) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration until fully performed.

17. **Governing Law; Integration.** This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

18. **Assignment.** Tesla may assign, sell or transfer this Agreement without Buyer's consent in connection with Tesla's financing activities, provided, that except in the case of an assignment as collateral only, the assignee shall be capable of performing (directly or indirectly) all of Tesla's obligations hereunder.

19. **Insurance.** Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

20. **Further Assurances.** Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

21. **Arbitration.** Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.



Signed by

Buyer:

Tesla, Inc.:

Your signature:

By: 

Title:

Title: Sr. Director, Commercial Energy Sales

Date:

Date:



Operation and Maintenance Agreement Terms & Conditions

1. **Authorization; Representations.** By your acceptance of this Agreement (by electronic acceptance, signature, or email), you represent and agree that you are an authorized representative of Buyer, permitted to bind Buyer in this Agreement. If applicable, you and Buyer further represent and warrant to Tesla that all financial information that you or Buyer has provided (or will provide) to Tesla is true and accurate and fairly represents Buyer's financial position as at the date it was provided. You also represent and agree that the Buyer owns or has sufficient rights to the Products in the Price Sheet, to contract for the Services. Tesla may terminate this Agreement upon notice to Buyer if any of the representations in this Section 1 are incorrect.

2. **Term; SGIP Operation and Grid Services.**

(a) This Agreement will continue in effect for ten (10) years from the date that the Products are fully installed, unless earlier terminated under Section 11 (the "Term"). The Parties agree that as of the Effective Date, the Products are intended to remain owned by Buyer and installed at the Site (as defined in Section 3) throughout the Term.

(b) During the Term, Tesla may monitor and operate (including charging and discharging) the Products, in order to comply with requirements of the SGIP Program, and to generate savings by shifting Buyer's grid electricity consumption from higher-priced times to lower-priced times, in Tesla's reasonable discretion. Buyer acknowledges that Tesla's cycling of the Products will consume some portion of the warranted throughput of the Products; and will use electricity stored in the Products (together, "Cycling Costs"). Tesla expects that Tesla's activities described above will save significantly more than the Cycling Costs, but Tesla makes no guarantee of such savings. Buyer agrees that the provision of the Services herein are in full consideration of the Cycling Costs, and releases Tesla from any claim to recover any Cycling Costs.

(c) Buyer agrees to notify Tesla of any utility tariff changes with respect to the Site, during the Term.

(d) As a condition of receiving pricing based upon the SGIP Incentive, Buyer agrees to notify Tesla and the SGIP program administrator, not less than ninety (90) days in advance, if Buyer intends to sell or relocate the Products within ten (10) years after the date they are installed. This obligation will survive the termination or expiration of this Agreement. Contact information for the SGIP program administrator can be found at <https://www.selfgenca.com/home/contact/>. Notification to Tesla should be directed to CommercialAccounts@Tesla.com.

(e) If Buyer intends to vacate or sell the Site during the Term, Buyer shall ensure that that the buyer of the Site accept assignment of this Agreement, or an agreement substantially similar and reasonably acceptable to Tesla, in order to ensure continued compliance with the SGIP Program.

(f) From time to time, Tesla may identify demand response or similar grid services programs, whereby the Products can help meet demands of the electrical grid, or improve its reliability, by charging or discharging the Products (or agreeing to make the Products available for charging or discharging) (each, a "Grid Services Program"). Tesla will notify Buyer of any proposed Grid Services Program and identify: (i) the anticipated economic benefit for Buyer; (ii) the anticipated impact on the availability of the Products; and (iii) the anticipated Cycling Costs. Buyer may elect to participate or not participate in a Grid Services Program, provided that if Buyer does not provide Tesla with notice of its election within thirty (30) days after Tesla's notice of the Grid Services Program, Tesla may treat the same as an election to participate.

3. **Tesla to Provide Services.** For the Products indicated in the Price Sheet, Buyer agrees to purchase the "Services" in accordance with Appendix 1 (the "Scope of Services") during the Term, to be performed at the site where Tesla installed the Products (the "Site").

4. **Scope of Services.**

(a) Tesla's Scope of Services assumes standard wage rates, no constraints to Tesla's access to the Site, and no unforeseen site conditions. If Tesla encounters challenges accessing the Site, or unforeseen site conditions not caused by Tesla, Tesla may treat the costs it incurs as Extra Services as set forth in Section 4(b).

(b) Any service not included in the Scope of Services shall be an "Extra Service." Extra Services will include, for example repairs arising from abuse by Buyer. Upon request, Tesla may provide Buyer a time-and-materials rate proposal for Extra Services, and upon agreement of Buyer in writing, Tesla may agree to perform the Extra Services. When used in this Agreement, "Services" shall include "Extra Services," when context requires. If Buyer pays a fee to Tesla for Extra Services in connection with an issue that is subsequently determined to be covered by a Tesla Manufacturer's Limited Warranty or other warranty provided by Tesla for the Products, Tesla shall provide a refund to Buyer.



(c) Title and risk of loss to all parts, materials or equipment installed by Tesla during the performance of the Services shall transfer to Buyer when such parts, materials or equipment have been installed and the Products (or the affected part of the Products) have been commissioned or re-commissioned.

5. **Site Access.** Tesla will contact Buyer to schedule the Services. Services will be performed by Tesla or an affiliate or subcontractor, at Tesla's election. Buyer also agrees to give Tesla, or its affiliate or subcontractor access to the Site as scheduled so Tesla can provide the Services.

6. **Extra Services.** Tesla may bill for Extra Services upon their completion. By entering into this Agreement, Buyer agrees to pay any agreed-upon fee for Extra Services, in accordance with the Payment Terms in the Price Sheet.

7. **Privacy.** The [Tesla Customer Privacy Policy](#) is part of this Agreement. You, as the authorized representative of Buyer, agree to be contacted at the phone number listed in the Price Sheet with more information or offers about Tesla products. You understand these calls or texts may use automated dialing or pre-recorded messages. This consent is not a condition of purchase. You may opt out of this consent at any time by contacting Tesla at 888-765-2489.

8. **Remote Monitoring and Firmware Upgrades.**

(a) Tesla's SGIP-related monitoring and cycling described in Section 2 requires a continuous high-speed internet connection, which Buyer agrees to provide at Buyer's cost. Buyer agrees that Tesla may access the Products remotely to monitor performance, perform diagnostics and upgrade firmware. If Buyer does not maintain this continuous internet connection the monitoring will not function. Tesla shall not be responsible for any issues arising from Buyer's failure to provide an internet connection, or a failure of monitoring arising from the same.

(b) "Buyer Data" consists of the data related to the Products which Tesla makes available to Buyer via the Tesla app or any other performance monitoring provided by Tesla. Buyer Data shall be owned by Buyer. Tesla may use Buyer Data (i) to perform its obligations under this Agreement including any warranties, (ii) to improve Tesla's products and services generally (including by performing analyses on such information), and (iii) to aggregate with other data. Public disclosure of such information by Tesla is permitted if Buyer could not reasonably be identified from the publicly disclosed information.

(c) Any information obtained by Tesla through remote monitoring of the Products that is not Buyer Data shall be owned by Tesla ("Tesla Data"), shall be confidential information of Tesla, and shall not be required to be made available by Tesla to any person.

9. **Services Warranty.**

(a) Tesla warrants that (i) it shall perform all Services in accordance with Prudent Industry Practices, any applicable Tesla operation and maintenance manuals, and this Agreement, and (ii) any labor performed, and any materials installed, in the performance of the Services shall be free from defects in design and workmanship for 12 months after such labor was performed or such materials were installed (collectively, the "Services Warranty"). "Prudent Industry Practices" means the methods approved by a significant portion of the electrical services industry operating in the state in which the Products are installed that, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with applicable law, reliability, safety, environmental protection, economy and expedition.

(b) Tesla shall remedy any defect or otherwise cure a breach of the Services Warranty, at its own cost and expense, as promptly as reasonably practicable after Buyer notifies Tesla in writing of such breach, in a manner and at such times that reasonably minimizes interruption of the operation of the Products and revenue loss to Buyer. This shall be Tesla's sole and exclusive liability, and Buyer's sole and exclusive remedy, in connection with a breach of the Services Warranty.

(c) EXCEPT AS REQUIRED BY LAW, OR AS PROVIDED FOR IN THIS AGREEMENT, TESLA MAKES NO WARRANTIES OR GUARANTEES WITH RESPECT TO THE SERVICES AND DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY APPLICABLE LAWS, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

10. **Limitation of Liability.** Tesla and Buyer shall not be liable to one another for any indirect, special or consequential damages arising out of this Agreement, except to the extent provided in Section 11(b). To the fullest extent permitted by law, Tesla and Buyer's aggregate liability to one another under this Agreement is limited to the Products Value. This Section 10 applies, without limitation, to any liability arising out of any Site survey performed by Tesla or its affiliate or



subcontractor in connection with this Agreement. This Section 10 does not apply to Buyer or Tesla's obligation to indemnify the other party, as may be required under applicable law.

11. Breach; Remedies.

(a) If Tesla or Buyer is in breach of this Agreement, upon thirty (30) days prior written notice and opportunity to cure, the non-defaulting party may terminate this Agreement; and with or without terminating this Agreement, may pursue any remedy it has under this Agreement or at law. Tesla may also terminate this Agreement if the Products are substantially destroyed other than due to Tesla's fault.

(b) Buyer shall be responsible for, and Tesla shall be entitled to invoice for, any loss of part or all of the SGIP Incentive due to damage to the System caused by Buyer, or Buyer's breach of this Agreement. Breaches that may result in the loss of part or all of the SGIP Incentive may include, without limitation, removing or selling the Products without notifying the SGIP Administrator as required in Section 2(e), not providing Tesla with access to the Products in order to perform maintenance as required in Section 4; or continued failures to provide internet connectivity as required in Section 8.

(c) If this Agreement is terminated by Tesla during the first five (5) years of the Term, then Buyer shall owe Tesla the following amount, as reasonably calculated by Tesla: For each year or portion thereof remaining in the first five (5) years of the Term, Buyer shall pay ten percent (10%) of the SGIP Incentive (the "Termination Payment") (Thus, if the Agreement is terminated for Buyer default three (3) years from the date that the Products are fully installed, Buyer shall owe 20% of the SGIP Incentive). Buyer agrees that the damages in this Section 11 are a reasonable preestimate of Tesla's damage as a result of the early termination of this Agreement. The Termination Payment shall be due and payable thirty (30) days after Tesla's issuance of an invoice therefor.

(d) Provisions of this Agreement which by their nature contemplate or govern performance or observance subsequent to the termination or expiration of this Agreement shall survive such termination or expiration.

12. Governing Law; Integration. This Agreement is governed by the laws of the State of California. The information at the links described above is part of this Agreement. Any other terms relating to the Products that are not contained or referred to in this Agreement are not binding on Tesla or Buyer.

13. Assignment; Subcontracting. Tesla or Buyer may, with prior written notice to the other, transfer or assign this Agreement to its affiliate, as long as (a) the assignee agrees to be bound by the terms and conditions of this Agreement, and (b) in the case of Buyer, the assignee owns the Products. Buyer may also assign this Agreement as collateral in connection with its financing activities. Otherwise, neither Buyer nor Tesla may assign its rights or obligations under this Agreement without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Buyer and Tesla

14. Insurance. Tesla shall maintain, at its sole cost and expense, the following insurance coverage and shall, within a reasonable time of Buyer's request, furnish to Buyer a certificate evidencing such coverage:

(a) **Commercial General Liability Insurance (CGL).** Tesla carries commercial general liability insurance with coverage amounts that meet or exceed those required by law.

(b) **Workers' Compensation Insurance.** Tesla carries workers' compensation insurance for all employees in compliance with law.

15. Further Assurances. Tesla and Buyer shall each at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

16. Arbitration. Any dispute arising from or relating to this Agreement shall first be promptly referred to the senior level management of the Parties for resolution. If Tesla and Buyer are unable to resolve any such dispute within 20 days after referral, then Tesla or Buyer may take such dispute to binding arbitration in accordance with the then-current Streamlined Arbitration Rules of the Judicial Arbitration and Mediation Services ("JAMS"). The existence, content and result of the arbitration shall be confidential and conducted by a single arbitrator in English and in Santa Clara, California, unless otherwise agreed by the Parties. Buyer and Tesla will each bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in its discretion, award reasonable costs and fees to the prevailing party. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction.



Appendix 1

Scope of Services

Tesla will (i) proactively monitor the Products as set forth below, and (ii) respond to inquiries by phone, web and/or email. Tesla may respond, remotely or on-site as deemed necessary by Tesla, to telemetry signals and/or Buyer inquiries. The Services that Tesla will provide are limited to the following:

- Perform preventative maintenance, as Tesla deems consistent with Prudent Industry Practices
- Alert the customer of Product performance and failure issues
- Provide visibility of Product performance through Tesla's Powerhub user interface
- Alert the customer if the Product is not communicating with the internet
- Remove, return, replace and/or fix parts covered by valid manufacturer warranty
- Investigate and replace defective balance of system hardware and/or defective wiring for the duration of the Workmanship Warranty. (After the Workmanship Warranty, the Parties may agree for Tesla to perform this service as Extra Work.)
- Remotely update products software and firmware to improve performance

Excluded services and repairs listed below may be performed as an Extra Service, as set forth in Section 3(b):

- Moving debris from the equipment, or the area around the equipment
- Maintenance of the area around the Products, including vegetation management
- Maintenance to the degree necessitated by vandalism, negligence or misconduct of Buyer or another party not under Tesla's control
- Removal and reinstallation of equipment for reasons not related to warranty failures

SELF-GENERATION INCENTIVE PROGRAM

Proposed System Information Attestation

The following information (Responses to Questions 1 – 5) is required by the Developer of the storage system applying for SGIP’s Equity Resiliency Budget or Non-Equity Resiliency Budget with a discharge duration greater than two hours.

- 1) Provide an estimate of how long the project’s fully charged battery will provide electricity for the relevant facility average load during an outage.

- 2) Indicate whether the project’s critical loads can and will be isolated.

- 3) Provide an estimate of how long the project’s fully charged battery will provide electricity to critical uses during an outage.


- 4) Provide an estimate of how long the project can operate in less-than favorable circumstances, such as if an outage occurs when the battery has been discharged or during the winter (if paired with solar).

- 5) Summarize information given to the customer about how the customer may best prepare the storage system to provide backup power, in the case of a Public Safety Power Shutoff (PSPS) event announced in advance (provide an attachment with more information if necessary).

ATTESTATION

[DEVELOPER SECTION]

I, _____ (print name of Developer), hereby attest that each of the statements provided in this document are true and correct.

Signature:  _____

Name Printed: _____

Title: _____

Date: _____

[CUSTOMER SECTION]

I, _____ (print name of Customer), hereby attest I have received the information provided in this document prior to signing a contract with the developer.

Signature: _____

Name Printed: _____

Date: _____



Southern California Edison
 Rosemead, California (U 338-E)

Revised Cal. PUC Sheet No. 58949-E
 Cancelling Revised Cal. PUC Sheet No. 48656-E

Sheet 1

AUTHORIZATION TO: RECEIVE CUSTOMER
 INFORMATION OR ACT ON A CUSTOMER'S BEHALF

Form 14-796

(To be inserted by utility)
 Advice 3381-E
 Decision _____

Issued by
R.O. Nichols
Senior Vice President

(To be inserted by Cal. PUC)
 Date Filed Mar 17, 2016
 Effective Apr 16, 2016
 Resolution _____



SOUTHERN CALIFORNIA EDISON

An EDISON INTERNATIONAL Company

AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

THIS IS A LEGALLY BINDING CONTRACT - READ IT CAREFULLY

I,

NAME

(T)

of (Customer) have the following mailing address

NAME OF CUSTOMER RECORD

, and do hereby appoint

MAILING ADDRESS CITY STATE ZIP

Tesla, Inc.

of

3500 Deer Creed Rd

NAME OF THIRD PARTY MAILING ADDRESS

Palo Alto,

CA

94304

CITY

STATE

ZIP

to act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION

- 1. SERVICE ADDRESS SERVICE ACCOUNT NUMBER
2. SERVICE ADDRESS SERVICE ACCOUNT NUMBER
3. SERVICE ADDRESS SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional Service Addresses and Service Account Numbers on a separate sheet and attach it to this form)

(T)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED - This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial or put an 'x' inside all applicable boxes):

(T)

- 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility.
2. EPA Benchmarking
3. Request and receive copies of correspondence in connection with my account(s) concerning (initial all that apply):
a. Verification of rate, date of rate change, and related information;
b. Contracts and Service Agreements;
c. Previous or proposed issuance of adjustments/credits; or
d. Other previously issued or unresolved/disputed billing adjustments.
4. Request investigation of my utility bill(s)
5. Request special metering, and the right to access interval usage and other metering data on my account(s).
6. Request rate analysis.
7. Request rate changes.
8. Request and receive verification of balances on my account(s) and discontinuance notices.

1 The Utility will provide standard customer information without charge up to two times in a 12 month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (initial one box only):

- One time authorization only (limited to a one-time request for information and/or the acts and functions Specified above at the time of receipt of this Authorization).
- One year authorization** - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.
- Authorization is given for the period commencing with the date of execution until _____ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

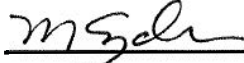
- Hard copy via US Mail (if applicable): _____
- Facsimile at this telephone number: _____
- Electronic format via electronic mail (if applicable) to this e-mail address: **commercial.interconnection@tesla.com**

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document manually or electronically on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. **[This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]**

AUTHORIZED CUSTOMER SIGNATURE TITLE (IF APPLICABLE) _____
TELEPHONE NUMBER (T)

Executed this _____ **day of** _____ **at** _____
MONTH YEAR

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes. I also hereby indicate my consent to execute and submit this signature electronically. (T)



AGENT SIGNATURE _____
TELEPHONE NUMBER

Tesla, Inc.

COMPANY

Executed this _____ **day of** _____
MONTH YEAR

² If no time period is specified, authorization will be limited to a one-time authorization.

Southern California Edison
SGIPGroup@sce.com

Application ID:

Date Printed: 08/05/2020

Program Year: 2020

NOTE: Your application is not submitted until you upload this form and all other required documentation and click on "Submit" via the online system.

Instructions: This Self-Generation Incentive Program (SGIP) Reservation Request Form is reflective of the information entered in the online form process. Please review thoroughly for accuracy of information before signing. Once the form has been signed by all parties, scan and upload this document under the Reservation Request header in the Documents section of the online application. Incomplete applications will result in a suspended application. Upon successful submission of all reservation request information and documents, the Applicant will receive notice from the SGIP Program Administrator that their rebate request has been received.

Application Type

Application Type: Energy Storage

Budget Category: Equity Resiliency

Incentive Step: 5

Incentive Rate: \$1

Host Customer

Contact Name: Ryan Gross

Company Name: Running Springs Water District

Parent Company Name: Running Springs Water District

NAICS: 221310

Is this a public institution? N/A

Sector: State or Local Government

Sector definition: Agreed

Mailing Address: Running Springs Water District
PO Box 2206

City, State, Zip: Running Springs, CA, 92382-2206

Phone: 909-403-5387

Email: rgross@runningspringswd.com

Is Household Low-Income Status?

Is the Host Customer enrolled for the medical baseline program?

Has the Host Customer notified their utility of serious illness or condition that could become life-threatening if electricity is disconnected?

Has the Host Customer received an incentive reservation letter from either the MASH, SASH, DAC-SASH, or SOMAH programs?

Has applicant coordinated with their local governments and the California Office of Emergency Services? No

Does the host customer provide critical services or infrastructure during a PSPS event to a community that is at least partially located in a Tier 2 or Tier 3 HFTD and eligible for the equity budget? Yes

1. 911 call center/Public Safety Answering Point N/A

2. Cooling center designated by state, local, or tribal government N/A

3. Emergency operations center N/A

4. Emergency response provider with the addition of tribal government providers N/A

5. Fire station N/A

6. Food bank N/A

7. Independent living center N/A

8. Jail or prison N/A

9. Homeless shelters supported by federal, state, local, or tribal governments N/A

10. Medical facility (hospital, skilled nursing facility, nursing home, blood bank, health care facility, dialysis center, or hospice facility) N/A

11. Police station N/A

12. Public and private gas, electric, water, wastewater or flood control facility Yes

13. Location designated by an IOUs to provide assistance during PSPS events N/A

14. Grocery store, corner store, market or supermarket with average annual gross receipts of \$15 million or less over the last three tax years as calculated at a single location N/A

Is this public or tribal government agency serving 50% of a low-income or disadvantaged community census tract?

System Owner

Contact Name:	Ryan Gross	Mailing Address:	Running Springs Water District PO Box 2206
Company Name:	Running Springs Water District	City, State, Zip:	Running Springs, CA, 92382-2206
Parent Company Name:		Phone:	909-403-5387
		Email:	rgross@runningspringswd.com

Developer

Contact Name:	Jonathan Gubler	Mailing Address:	3055 Clearview Way
Company Name:	Tesla Inc.	City, State, Zip:	San Mateo, CA, 94402
		Phone:	6509635100
		Email:	commercial.incentives@tesla.com

1. Approaching or communicating with the host customer about the project and learning about its needs and energy profile 1. Yes
2. Developing the specifications for a system based on the customer's needs and interests 2. Yes
3. Soliciting bids from multiple manufacturers for the specified system 3. Yes
4. Gaining the customer's commitment to purchase or lease the specified system, usually but not necessarily by signing a purchase order with a customer or other form of agreement 4. Yes
5. Purchasing the specified system from the manufacturer to fulfill the obligation to provide a system to the customer 5. Yes
6. Securing permits for the system on behalf of the customer 6. Yes
7. Securing interconnection permission for the system on behalf of the customer 7. Yes
8. Submitting SGIP applications on behalf of the customer 8. Yes
9. Liaising with the SGIP administrators on incentive reservations 9. Yes
10. Liaising with the SGIP administrators on data reporting requirements 10. Yes
11. Supplying project data to SGIP evaluators 11. Yes
12. Physically constructing the system at the customer's premises 12. Yes
13. Installing the system at the customer's premises 13. Yes

Who is performing the other activities?

Applicant

Contact Name:	Mike Snyder	Mailing Address:	6611 S. Las Vegas Blvd #200 Suite 200
Company Name:	Tesla Inc.	City, State, Zip:	Las Vegas, NV, 89119
Parent Company Name:	Tesla Inc	Phone:	7026806762
		Email:	Commercial.incentives@tesla.com

Contractor/Installer Contact

Contact Name:	Mike Snyder	Mailing Address:	6611 S. Las Vegas Blvd #200
Company Name:	Tesla Inc	City, State, Zip:	Las Vegas, NV, 89119
Contractor License Number (CSLB):	888104	Email:	Commercial.incentives@tesla.com
Contractor License Type:		Phone:	7026806762

Project Site Information

Site Address:

FRDLBA RD W SMLYPRK
 30480 Fredalba Rd
 Running Springs, CA, 92382

City, State, Zip:

Project site within the SCE-defined local reliability area? Yes
Disadvantaged Community or Low-Income Community according to the CalEnviroScreen? Low-Income Community
Is the site located in a high fire threat district (HFTD)? Tier 3
Has experienced at least two discrete PSPS events? No
Household relies on electric pump wells for their water supplies? Not Applicable
Participating San Joaquin Valley Pilot area?
Agrees to location Eligibility: Yes

Utility Information

Electric Utility: Southern California Edison **Peak Annual Demand (kW):** 175
Is the Host on an SGIP-Approved Rate? Other Non-Approved Rate **Other Rate:** Non-residential
Electric Utility is Municipal? N/A **Demand Response Participant?** N/A
Account Name: Running Springs Water District **Demand Response Program Name:**
Is Existing Service? Yes **Demand Response Obligation (kW):**
Utility Account ID: 3-002-9062-64 **System Size Based on Load Growth?** No
Utility Meter ID: 355150-001570 **Estimated Future Additional Demand (kW):**
Gas Utility:
Gas Utility is Municipal? N/A
Account Name:
Is Existing Service? N/A
Utility Account ID:
Utility Meter ID:

Proposed System Information

Equipment Technology: Electrochemical Storage **Total Rated Capacity (kW):** 280
System Manufacturer: Tesla Inc **Total Energy Storage Capacity (kWh):** 1392
System Model: Powerpack 1490025-XX-Y System (4-hr) **Discharge Hours Duration:** 4.97142857
Other self-generation or storage equipment onsite?
Charged at least 75% from renewables? No

Other Onsite System Information

SGIP Incentivized System(s) Onsite:

Technology	Make/Model	Project Code	Installed	Energy Storage Capacity (kWh)	Total Rated Capacity (kW)
------------	------------	--------------	-----------	-------------------------------	---------------------------

Non-Incentivized System(s) Onsite:

Technology	Make/Model	Year Installed	Energy Storage Capacity (kWh)	Total Rated Capacity (kW)
Gas Turbine	MECon 500FDF4656FF M416 W	2001		330

Previous SGIP Generator Capacity (kW): 0

Previous SGIP Storage Capacity (kWh): 0

Project Finance

Total Eligible Project Cost (TEPC):	\$1,261,812.00	Taking Federal Investment Tax Credits (ITC):	No
Ineligible Project Cost:		ITC as a % of TEPC:	%
		Approved California Manufacturer Equipment:	No

Other Incentives Received	Incentive Type	Incentive Amount	Description
---------------------------	----------------	------------------	-------------

Incentive Results

Incentive Calculation Equity	Current Step 5			Incentive Rate: \$1.00
	Reference Table	0-2 MWH	>2-4 MWH	
0-2 HOURS	100%	50%	25%	
2-4 HOURS	100%	50%	25%	
4-6 HOURS	50%	25%	12.50%	
<hr/>				
Existing Onsite Equipment Offset				
0-2 HOURS	560,000	-	-	
2-4 HOURS	560,000	-	-	
4-6 HOURS	272,000	-	-	
Base Equipment Incentive				\$1,256,000.00
CA Manufacturer Adder				
Max Equipment Incentive				a) \$1,256,000.00
Other Incentives	Total Dollars			Impact on SGIP Incentive
Other IOU Incentive	0			b) \$0.00
Other Non-IOU Incentive	0			c) \$0.00
Non-Ratepayer Incentive	0			
Investment Tax Credit (0%)	0			
Adjusted Equipment Incentive				a+b+c = d) \$1,256,000.00
Total Other Incentives	e) 0			
SGIP Incentive Adjustments	Equipment Incentive	Total Other Incentives <=	Incentive Cap(s)	Incentive Adjustment
Project Incentive Cap (Equipment)	f) \$1,256,000.00		\$5,000,000.00	*g) 0
Eligible Cost Cap (All Incentives)	f+g=h) \$1,256,000.00	0	\$1,261,812.00	**i) 0
Equipment Incentive				***j) \$1,256,000.00
Calculated SGIP Incentive				\$1,256,000.00

* g = 0 if f <= \$5M, otherwise g = \$5M - f
** i = 0 if h + e <= Total Eligible Cost, otherwise i = Total Eligible cost - (h + e)
*** j = h + i

The incentive adjustments shown above are based on the Total Eligible Project Cost, the Maximum Incentive Cap, and the Minimum Customer Investment. See the SGIP Handbook for more information on incentive limitations.

Calculated Incentive: \$1,256,000.00

If changes have been made to your project since it was originally submitted, the calculated incentive amount above may differ from the requested incentive amount. The final incentive amount is subject to Program Administrator approval.

Projected PBI Calculation

Expected Total Production:	144,768 kWh
Total Incentive:	\$1,256,000.00
Initial Payment:	\$628,000.00
Performance Based Incentive:	\$628,000.00
PBI Rate (\$/kWh):	\$0.8675950

Residential Energy Storage Eligibility Affidavit

Requirements of Host Customers and System Owners

- o The energy storage system owner and/or Host Customer have the tools to control the usage of the energy storage system when operating in parallel with the grid.
- o Provide performance data to the Program upon request (emailed, zipped file of 15 minute interval data) for a period of five (5) years.
- o Pass the energy storage Field Verification Inspection.
- o Host Customer and/or System Owner are required to discharge the energy storage system a minimum of 52 full discharges per year. A "full discharge" is the equivalent of discharging the SGIP-incentivized energy capacity, whether it is during a single or multiple discharges.
- o Fulfill either of the two following conditions:
 - o Option A: the Host Customer is on a TOU tariff, dynamic tariff (e.g. PG&E's SmartRate or SDG&E's Reduce Your Use), or agrees to integrate load through the California Independent System Operator's Proxy Demand Response, or equivalent tariff, prior to receiving the SGIP incentive and for five (5) years thereafter. Note that in the event that the Host Customer changes to a non-TOU tariff or is no longer enrolled in a demand reduction program, the energy storage System Owner is required to notify the Program Administrator within 30 days of change, and will be subject to Option B for the required five year period.
 - o Option B: the Host Customer and/or System Owner agrees, for a minimum period of five (5) years, to discharge the energy storage system in an amount equivalent to 52 complete cycles per year of the incentivized energy capacity, which is defined as two hours of discharge at the SGIP incentivized power capacity rating, with discharges occurring during peak hours or peak day events (such as those called by PG&E's SmartRate program or SDG&E's Reduce Your Use), of the applicable IOU service territory.

Declarations by Host Customer and System Owner

By Execution of this document, System Owner and Host Customer each certify that the Project meets all program eligibility requirements and that the System Owner and Host Customer agree to abide by the rules and requirements set forth in the SGIP Handbook and SGIP Contract. The undersigned declare under penalty of perjury under the laws of the State of California that 1) The information provided is true and correct, and 2) the above-described generating system is new and intended to offset part or all of the Host Customer's electrical requirements at the site of installation. For residential energy storage projects, the Host Customer and System Owner certify that they have read and agreed to the terms of the Residential Energy Storage Eligibility Affidavit.

The Host Customer and System Owner are committed to completing this project, and by signing below, are starting their intent to contract with individual(s) necessary for completion of the project. The Host Customer is the reservation holder and reserves the right to submit new project specifications, including a new application with alternative System Owner and/or Applicant designations, upon withdrawal from the project and cancellation of this Agreement.

Host Customer Signature

Print Name:

Signature:

Title:

Date:

System Owner (if not Host Customer)

Print Name:


Signature:

Title:

Date:

Applicant (if not Host Customer)

Print Name: Mike Snyder

Signature: 

Title: Director of Engineering

Date: 8/5/2020

Developer

Print Name: Jonathan Gubler

Signature: 

Title: Supervisor,
Interconnection
and Incentives

Date: 8/5/2020

RUNNING SPRINGS WATER DISTRICT

MEMORANDUM

DATE: August 19, 2020

TO: Board of Directors

FROM: Trevor Miller, Operations Manager
Ryan Gross, General Manager

SUBJECT: CONSIDER AUTHORIZING EXPENDITURE FOR STAFF TO UPGRADE COMMUNICATIONS EQUIPMENT FOR SEWER LIFT STATIONS AND WATER BOOSTER STATION 9 TELEMTRY

RECOMMENDED BOARD ACTION:

Consider authorizing staff to purchase equipment and services to convert seven (7) Sewer Lift Stations (SLS) and Water Booster Station 9 to broadband communications for the telemetry and Supervisory Control and Data Acquisition (SCADA). The estimated upfront costs should be not to exceed \$42,000 and the annual recurring costs are estimated to be \$7,140 and will be included in the annual budgets.

REASON FOR RECOMMENDATION:

Staff is recommending this purchase to replace the existing 2-way radio communication at the seven (7) SLS and Water Booster Station 9. The 2-way radio network for the SLS and Water Booster Station 9 has become unreliable due to environmental changes.

BACKGROUND INFORMATION:

The telemetry system is used in conjunction with the District's SCADA system to do the following: monitor and log SLS runtimes, daily flows, and monitor for alarm conditions (ex. pump failures, wet well high levels and start and stop pumps remotely). The system is also used within the water department to monitor tank levels, control valves, move water (from pressure zone to pressure zone automatically), monitor for alarm conditions, and notify the operators of such conditions.

To get this information and controllability to -and from- all of the remote sites back to the SCADA system at the office, it uses a licensed frequency, and 2-way radio network. This radio network was upgraded in 2012 to use "Narrow Band" radios, as a result of the FCC rule change. At the time of the upgrade, the radio communication from the SLSS' was at an acceptable level for the FCC's allowable radio wattage. Over time the communication from the SLS's, and Water Booster Station 9, has degraded to a point that it is causing communication errors within the entirety system.

The SLS are located at key locations to allow wastewater to gravity flow to one central collection point, and then be pumped to the wastewater plant. These locations are at low lying areas within the district which makes 2-way radio communications very difficult.

The water storage tank sites are located at high points within the District. Those communications have been much more reliable. The SLS and water storage tank sites share the same SCADA and radio communication network. Collectively, when SLS experience communication difficulties, it affects the accuracy of the water tank sites. District staff has performed in-house trouble shooting techniques, to confirm that the poor SLS communication is affecting the overall system status.

By switching the SLS and Water Booster Station 9 to broadband communication, those sites will no longer rely on the radio network. The new network connection will be over the phone line, similar to the way the District connects to the internet.

With this upgrade, there will be recurring monthly costs associated with the broadband connection at the sites in question. Currently the radio network requires a minimal yearly subscription, which is much less than the proposed broadband network. The broadband network is more predictable and reliable than the current wireless network.

FISCAL INFORMATION:

These proposed improvements are not a budgeted item for the fiscal year 2020/21. The upfront costs of the upgrade, including equipment purchase and outside contractors, will be split between the water and wastewater capital improvement reserve funds. The Water Capital Improvement Reserve Fund had a balance of \$1,197,886 and the Wastewater Capital Improvement Reserve Fund had a balance of \$966,833 as of July 31, 2020. The following table shows the estimated costs:

Option 1		Required equipment	Cost	QTY	Total		
Add DSL to the existing copper phone line at the station	DSL set up fee	\$ 20	7	\$ 140			
	Sonic Wall Firewall	\$ 1,400	8	\$11,200			
	TESCO (inc. all sites)	\$15,000	1	\$15,000			
	Computer Options IT	\$ 900	8	\$ 7,200	\$33,540		
Recurring Cost (phone/dsl)	Monthly Service	\$ 85	12	\$ 1,020	\$ 7,140 /yr (7 sites)		
Option 2							
Option 2		Required equipment	Cost	QTY	Total		
Keep copper phone line, add verizon wireless M2M service	Wireless Gateway	\$ 1,412	8	\$11,296			
	Sonic Wall Firewall	\$ 1,400	8	\$11,200			
	Tesco (inc. all sites)	\$15,000	1	\$15,000			
	Computer Options IT	\$ 900	8	\$ 7,200	\$44,696		
Recurring Cost							
Phone line	Monthly Service	\$ 60	12	\$ 720			
Wireless	Monthly Service	\$ 30	12	\$ 360			
Wireless Gateway Subscription	Monthly Service	\$ 10	12	\$ 120			
Sonic Wall Subscription	Monthly Service	\$ 10	12	\$ 120	\$15,840 /yr (7 Sites)		

RUNNING SPRINGS WATER DISTRICT**MEMORANDUM**

DATE: August 19, 2020
TO: Board of Directors
FROM: Michael Vasquez, Fire Chief
SUBJECT: CONSIDER ADOPTING A NEW FIRE DEPARTMENT LOGO

RECOMMENDED BOARD ACTION

It is recommended that the Board of Directors consider approving the new designed logo for the Running Springs Fire Department. The new logo, if approved will replace the current logo on department vehicles, administration displays, uniform apparel and department signs.

REASON FOR RECOMMENDATION

Though tradition is truly how an organization reinforces values and provides a forum to showcase development and progress. Each generation of leadership provides a showcase of development through various types of customs to reveal progress. In keeping with the traditional values of our agency, the Running Springs Fire Department is proposing a new logo to reveal progress and development in the constant change of our environment.

BACKGROUND INFORMATION

The Running Springs Fire Department had two department logs since inception. The Original Logo is on Attachment 1. The current logo is on Attachment 2.

FISCAL INFORMATION

There is no significant impact on the current fiscal budget. All the first round of new logo designs for department vehicles will be a donation from our current local graphic art designer. The cost of uniform components will be the development of the patch. The cost for the patch will be approximately \$4 a patch at a quantity of 100 patches for \$400.

ATTACHMENTS

Attachment 1 – Original Logo
Attachment 2 – Current Logo
Attachment 3 – Proposed Logo



ATTACHMENT #2 CURRENT PATCH AND LOGO

DEPARTMENT PATCH



DEPARTMENT LOGO ON VEHICLES





RESOLUTION NO. 11-20

COMMENDING RANDY BOBROFF

Whereas, Randy Bobroff provided the Running Springs Water District with 30 years of exceptional service and leadership and will retire on September 7th, 2020; and

Whereas, Randy has shown commitment and dedication to the District with his guidance and leadership, supporting staff through years of budget constraints while preserving services to the public; and

Whereas, Randy has contributed his expertise over the years to the Water Division, General Manager and Board of Directors to create a District that functions at the highest and most efficient level possible while providing cost savings and effectiveness; and

Whereas, the District benefitted from Randy's involvement in several key areas that include but are not limited to Water Division Operations, strategic planning, budget preparation, facilities operations and maintenance, implementation of the automatic meter reading system, collaboration with all other departments and countless other special projects; and

Now, Therefore Be It Resolved that the Board of Directors of the Running Springs Water District commend Randy Bobroff for his professionalism and commitment to the District and express appreciation for his dedication to the highest moral and ethical standards and for his service to the people served by the Running Springs Water District, further, the members of the Board join family, friends and colleagues in extending sincere good wishes for a long, happy and fulfilling retirement.

Adopted this 19th day of August 2020.

President, Board of Directors

Vice-President, Board of Directors

Director, Board of Directors

Director, Board of Directors

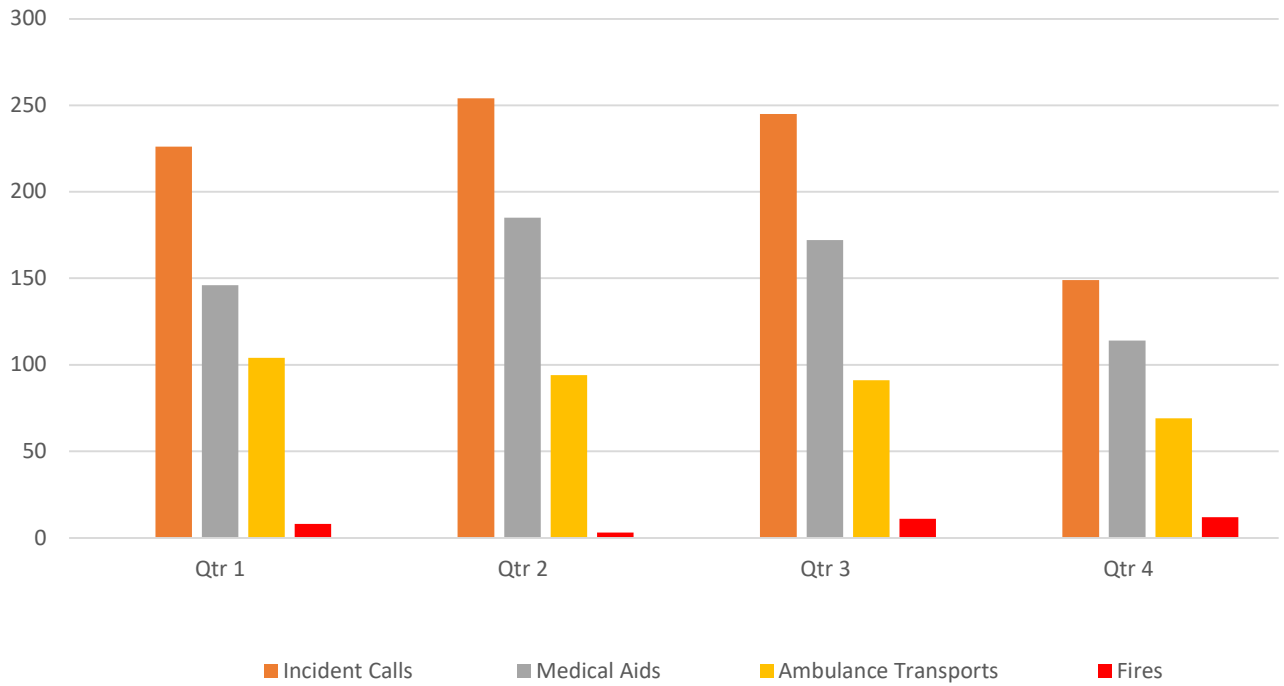
Director, Board of Directors

FIRE DEPARTMENT OPERATIONS REPORT				
FISCAL YEAR 2020				
REPORTABLE OPERATIONS	Qtr 1	Qtr 2	Qtr 3	Qtr 4
Fire Ground Operations				
Incident Calls	226	254	245	149
Medical Aids	146	185	172	114
Ambulance Transports	104	94	91	69
Fires	8	3	11	12
FIRE/EMS Training Hrs.	381hrs.	1193.5hrs	1083.5	1812.5
Ambulance Enterprise				
Ambulance Billing	\$254,974.09	\$232,049.78	\$222,389.83	\$163,755.78
Ambulance Billing Write-Offs	\$62,768.02	\$116,246.67	\$1,747.59	\$26,622.25
Colltectables	\$192,206.07	\$138,727.42	\$220,642.24	\$137,133.53
Paid To Date	\$62,466.35	\$68,100.21	\$17,622.39	\$22,165.01
GEMT	\$0.00	\$0.00	\$0.00	\$0.00
IGT	\$0.00	\$0.00	\$0.00	\$0.00
Collection Percentage	32.50%	3.90%	0.00%	0.00%
Weed Abatement				
Warrants Fees Collected	\$0.00	\$0.00	\$9,206.00	\$0.00
Weed Abatement Fees Collected	\$11,852.00	\$3,255.00	\$1,660.00	\$0.00
Residential Inspections	825	156	21	4000
Residential Violations	422	13	0	1933
Community Risk Reduction				
Commercial Inspections	0	12	0	2
Commercial Violations	0	3	0	1
Plans Checks/Review	3	9	3	3
Sprinkler Plans Checks	1	0	1	0
Sprinkler Inspections	2	2	1	0
Hydrant Inspections	18	0	0	0
Fees Collected				
Commercial Fire Sprinkler Inspection/Hood & Duct	\$0.00	\$0.00	\$197.00	\$0.00
Commercial Plans Review	\$0.00	\$313.00	\$0.00	\$0.00
Residential Fire Sprinkler Plans	\$157.00	\$0.00	\$0.00	\$0.00
Residential Plans Review	\$389.00	\$1,349.00	\$471.00	\$414.00
Mulit Family Fire Sprinkler Plans	\$313.00	\$0.00	\$0.00	\$0.00
Mulit Family Plans Review	\$0.00	\$0.00	\$0.00	\$0.00
Special Event Fees	\$0.00	\$0.00	\$0.00	\$0.00
Flow Tests	\$0.00	\$0.00	\$0.00	\$0.00
Public Education	\$0.00	\$0.00	\$0.00	\$0.00
Cost Recovery	\$0.00	\$0.00	\$0.00	\$0.00

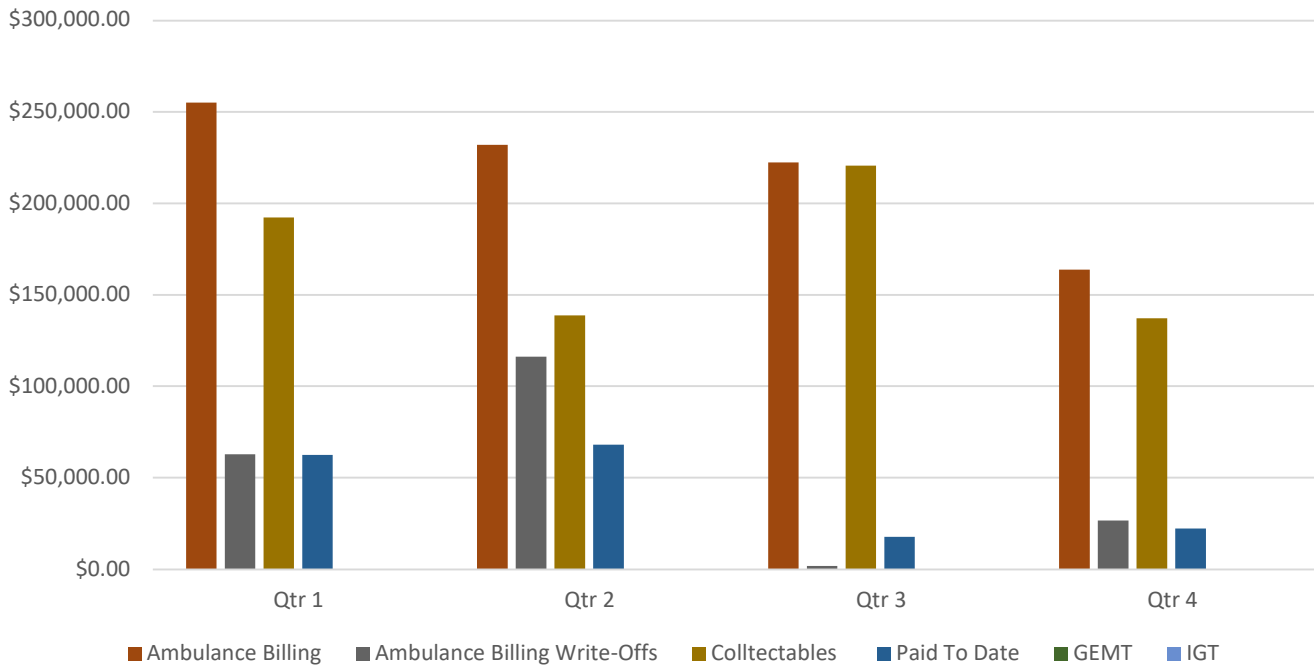
FIRE DEPARTMENT OPERATIONS REPORT

FISCAL YEAR 2019

Fire Ground Operations



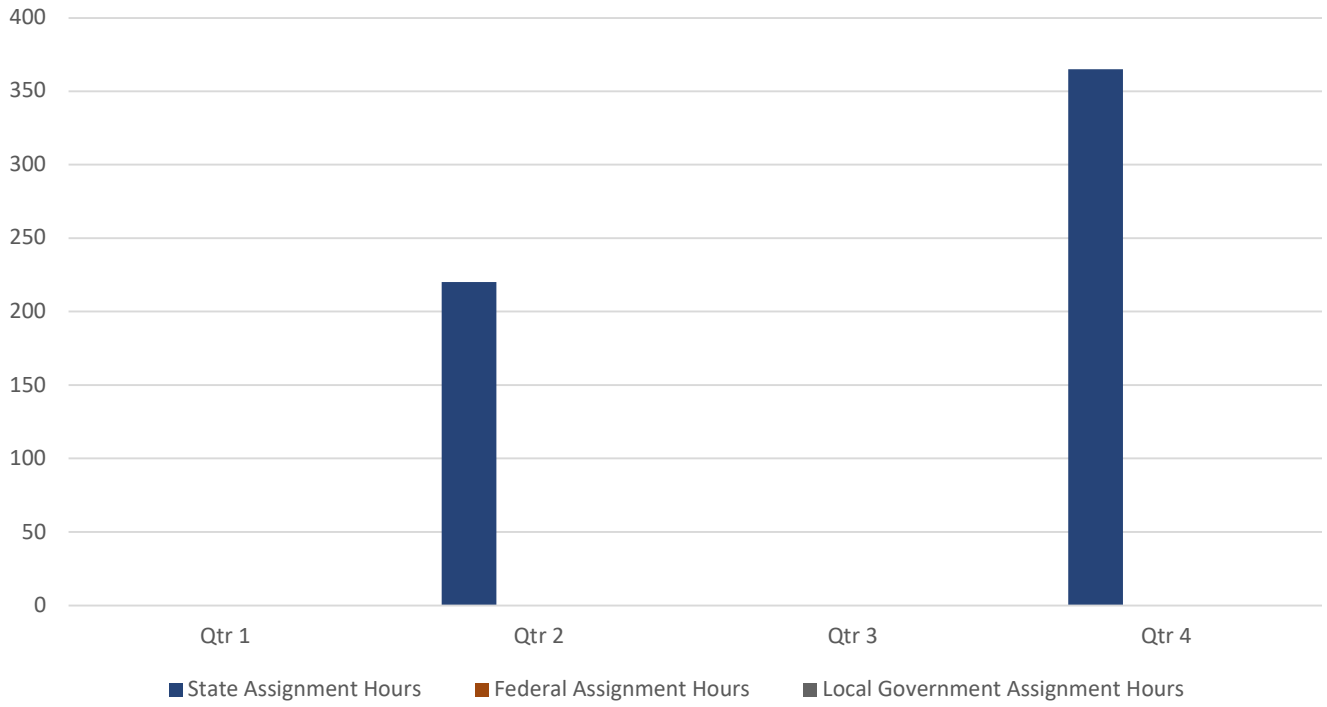
Ambulance Enterprise



FIRE DEPARTMENT OPERATIONS REPORT

FISCAL YEAR 2019

Fire Assignment Hours



Reimbursement

