



REGULAR MINUTES

Wednesday, October 16, 2019

ACTION MINUTES

1. **CALL TO ORDER:** The meeting was called to order by Chairman Raymond at 6:03 p.m.

2. **ROLL CALL:**

Director Roscoe Raymond
Director Anita Ebbinghausen
Director Patrick Henry
Director Richard Miller
Director Karla Christensen

Candi Bingham, General Manager
Gisele Wurzburger, Board Clerk -Via Phone

3. **PLEDGE OF ALLEGIANCE:** Chairman Raymond led the Pledge of Allegiance.

4. **AGENDA:**

Motion by Board Vice-Chairman Ebbinghausen, seconded by Chairman Raymond, and carried by a 5 to 0 vote to approve the Regular Agenda dated October 16, 2019 as presented. Motion passed by the following vote:

AYES: Christensen, Ebbinghausen, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

5. **PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA:**

Board Member Christensen inquired how often does Amador Water Agency make deposits.

General Manager Bingham reported Amador Water Agency does tend to hold off making the deposits until after the 48-hour notices. She noted Amador Water Agency extended the shutoff period due to the power outage.

Chairman Ebbinghausen stated she had been notified by a customer that she was having problems with her bank and online payments and received a shutoff notice. General Manager Bingham stated she was aware of this particular account's situation and would refund the shutoff charge that was applied to this account.

6. **MINUTES: Discussion / Approval.**

A. September 18, 2019 Regular Meeting.

Motion by Board Member Henry, seconded by Board Member Christensen, and carried by a 5 to 0 vote to approve the Minutes dated September 18, 2019 as amended. Motion passed by the following vote:

AYES: Christensen, Ebbinghausen, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

7. CONSENT ITEMS:

- a. Monthly Financial Statements - Period Ending September 30, 2019.
- b. Expenditure Report - Submitted Check Approval through September 30, 2019.

Chairman Raymond opened the public discussion. Hearing no comments from the public, Chairman Raymond closed the public discussion.

Motion by Board Member Henry, seconded by Chairman Ebbinghausen, and carried by a 5 to 0 vote to approve the Consent Items - Period Ending September 30, 2019. Motion passed by the following vote:

AYES: Christensen, Ebbinghausen, Henry, Miller, Raymond
NOES: None
ABSTAIN: None
ABSENT: None

8. MONTHLY OPERATIONS REPORT: Discussion. Any matter requiring action will be placed on an upcoming agenda for consideration.

A. Monthly Operations Report.

The report included updates from AWA staff, construction, wastewater and water – see report for complete details for Regulatory Compliance Specialist, Wastewater, Water, Distribution and Electrical.

September 1 thru September 30, 2019 Water Production/Sold Information:

Well 2 - 610,900 gallons	Total Produced – 1,163,566 gallons
Well 3R – 517,700 gallons	Total Sold – 847,492 gallons
Well 6R - 34,966 gallons	Unaccounted Loss - 27%

September 1 thru September 30, 2019 Wastewater Production:

Influent flow: Not Provided in Monthly Report Effluent Not Provided in Monthly Report

Chairman Raymond opened the public discussion. Hearing no comments from the public, Chairman Raymond closed the public discussion.

B. Monthly General Manager Report.

The Monthly General Manager Report included updates from the General Manager – see report for complete details.

General Manager Bingham reported the 2018/2019 Annual Audit was completed September 16 and 17. The completed Audit was not presented for discussion and action.

General Manager Bingham reported she would be at the office October 16 through October 21.

Chairman Raymond opened the public discussion. Hearing no comments from the public, Chairman Raymond closed the public discussion.

9. BOARD MATTERS: Discussion/Action.

a. Account #71-006 Request for Credit for Leak. Discussion/Action.

General Manager Bingham reported Account #71-006 Auggie D’Augostini disagreed with the Board motion at the September meeting to deny his request for credit on his account for the months of December and January. According to the customer when the December and January meters were read, they were not notified they had a leak.

As noted in the September minutes – “In December 2019 Amador Water Agency has a new employee read the meters, being new to this position he failed to alert this customer of his leak. However, he did notify other customers but this one slipped by. During the January meter reads this customer was properly notified by the AWA meter reader and the leak was fixed immediately. December’s invoice was in the amount of \$305.25 – 21,600 gallons and January’s invoice was in the amount of \$394.75 – 26,410 gallons.”

Mr. D’Augostini stated due to illness and he has never missed a payment, he felt the District should split the January’s invoice amount because the Amador Water Agency refused to shut off the water. He also noted his water pressure is 140 pounds and the service hammers.

General Manager Bingham stated if there is a water pressure issue at this service it is the customer’s responsibility to install a “Water Pressure Regulator” to alleviate this problem. The regulator will reduce the water pressure coming from the water main line into the hours. The installation of the water pressure regulator is the responsibility of the water customer.

Chairman Raymond opened the public discussion. Hearing no comments from the public, Chairman Raymond closed the public discussion.

After considerable discussion among the Board the following motion was made.

Motion by Vice-Chairman Ebbinghausen, seconded by Board Member Henry, and carried by a 5 to 0 vote to approve and apply a credit in the amount of \$192.37 (1/2 of January 2019 water usage) to Account 71-006. The approval of this credit request does not set a precedent for future customers’ requests for credit as a result of water leaks/non prompt repair of know water leaks on customers’ property. Motion passed by the following vote:

AYES:	Christensen, Ebbinghausen, Henry, Miller, Raymond
NOES:	None
ABSTAIN:	None
ABSENT:	None

b. CDF’s Use of District’s Fire Hydrants. Discussion/Action.

No written report was submitted on this item. General Manager Bingham stated at the September meeting Vice-Chairman Ebbinghausen had inquired if California Department Forestry and Fire (CDF) was using the District’s fire hydrants. She asked whether they are notifying the District when they use the hydrant and that they are being charged for their usage. It was reported to be an ongoing problem. CDF has been required to provide the gallons used from the fire hydrants and continue to neglect the District’s requirement to provide this information. After consideration discuss staff was directed to draft a Resolution regarding CDF’s Use of District’s Fire Hydrants. This item was tabled to the October 16 meeting for discussion and action.

General Manager Bingham reported the District cannot bill California Department Forestry and Fire (CDF) for water taken to put out fires. If it is determined CDF takes water for non-fire matters the District needs to buy a hydrant meter to document water taken from District hydrants. The District would then have the ability to bill CDF for all non-fire water taken from District hydrants.

Chairman Raymond opened the public discussion. Hearing no comments from the public, Chairman Raymond closed the public discussion.

After considerable discussion among the Board staff was directed to contact the California Department Forestry and Fire (CDF) to discuss their “unmetered hydrant water usage” that they are not being charged for. Also, to express the District’s concern about the continuing water loss numbers that are being recorded monthly by Amador Water Agency. Staff was directed to research the cost of a hydrant meter.

c. Monitoring Well Drilling Update - Well Reporting Explanation. Discussion only.

No written report was submitted on this item. General Manager Bingham reported the monitoring wells had to be decontaminate due to e coli issues. Hopefully the quarterly report will show improvement.

No action taken.

d. Eco-Green Program Assessment. Discussion/Action.

No written report was submitted on this item. General Manager Bingham reported Eco-Green had not gotten back to her yet with the assessment.

After consideration discuss staff was directed to place this item on the next agenda for discussion and action.

No action taken.

e. Capital Improvement Funds. Discussion/Action.

No written report was submitted on this item. General Manager Bingham reported she was still working of this item and would have more information for the next meeting.

After consideration discuss staff was directed to place this item and a Sewer Rate Increase – 5 Year Plan on the next agenda for discussion.

No action taken.

f. Local Hazard Mitigation Plan Update. Discussion only.

No written report was submitted on this item. General Manager requested Chairman Raymond provide the report on this matter.

Chairman Raymond stated he attended the Local Hazard Mitigation Plan meeting held September 25. He stated he needed to meet with General Manager Bingham to further discuss this item.

After consideration discuss staff was directed to place this item on the next agenda for discussion and action.

g. New Water Disconnection Policy. Discussion only.

No written report was submitted on this item. General Manager Bingham reported at the August and September meetings a copy of an article Prepared by Best & Krieger Attorneys at Law regarding New Restrictions on Residential Water Service Discontinuation in California. This new law applies to all urban and community water systems, public or private, that provides water to more than 200 service connections. Considering Senate

Bill 998, water systems should carefully evaluate existing policies and procedures relating to delinquent accounts and discontinuation of water service, and update any necessary policies, procedures, ordinances or administrative code to ensure compliance with the new requirements. The new requirements will go into effect April 1, 2010. A report outlining revision to consider regarding the District's Collections and Shut Off Policy and Associated Fees to comply with SB998 was also provided.

Chairman Raymond opened the public discussion. Hearing no comments from the public, Chairman Raymond closed the public discussion.

After consideration discuss staff was directed to included Proposition 218 information in the policy and place this item on the next agenda for continued discussion and action.

No action taken.

10. BOARD OF DIRECTORS COMMENTS/REPORTS: Discussion Only.

A. Capital Improvements and general repairs necessary at the District. Continued Item.

General Manager Bingham requested an item on the next agenda to discuss placing funds in the Capital Improvements accounts. She will provide the required qualifications and recommendations for consideration and action.

11. COMMITTEE COMMENTS/REPORTS: Continued Item.

- a. Solar Panel Committee. Discussion/Possible Action.
- b. Water Rights Committee. Discussion/Possible Action.

No action taken.

12. FUTURE AGENDA TOPICS:

- a. General Manager's Contract. Discussion/Action.
- b. Approval of 2018/2019 Annual Audit. Discussion/Action
- c. CDF's Use of District's Fire Hydrants. Discussion/Action.
- d. Monitoring Well Drilling Update. Discussion only.
- e. Eco-Green Program Assessment. Discussion/Action.
- f. Capital Improvement Funds. Discussion/Action.
- g. Local Hazard Mitigation Plan Update. Discussion only.
- h. New Water Disconnection Policy. Discussion only.
- i. Policy Individual Water Limits Effective 2020. Discussion/Action.
- j. Water Conservation Policy. Discussion only
- k. Sewer Rate Increase – 5 Year Plan. Discussion only.
- l. Customer Meter Lock Off Issue. Discussion only.
- m. Resolution 2019-05 – Policy for Billing Adjustment Credits Due to Water Leaks.

13. ADJOURNMENT: The meeting adjourned at 7:42 p.m.

Respectively submitted,
Gisele Wurzburger, Board Clerk

River Pines Public Utility District
Profit & Loss by Class
October 2019

	Sewer	Water	TOTAL
Ordinary Income/Expense			
Income			
Base Fee Income			
Maintenance Fees	365.00	365.00	730.00
Sewer	15,341.10	0.00	15,341.10
Voluntary Lock-Off	157.50	157.50	315.00
Water	0.00	12,067.44	12,067.44
Total Base Fee Income	15,863.60	12,589.94	28,453.54
Interest Income	0.03	0.00	0.03
Town Hall Rental	10.00	10.00	20.00
Variable Income			
Door Hanger Fee	0.00	60.00	60.00
Late Fees	234.90	242.52	477.42
Reconnection Fee	0.00	120.00	120.00
Service Connection Fee	32.86	32.89	65.75
Water - Usage	0.00	2,412.94	2,412.94
Total Variable Income	267.76	2,868.35	3,136.11
Total Income	16,141.39	15,468.29	31,609.68
Gross Profit	16,141.39	15,468.29	31,609.68
Expense			
Bank Charges			
60400 - Bank Service Charges	6.00	4.40	10.40
Total Bank Charges	6.00	4.40	10.40
Board Members			
Stipends	187.50	187.50	375.00
Total Board Members	187.50	187.50	375.00
Contracted Expenses			
Board Clerk	150.00	150.00	300.00
Manager	2,416.66	2,416.68	4,833.34
Total Contracted Expenses	2,566.66	2,566.68	5,133.34
Sewer Expenses			
Amador Water Agency			
After Hour On-Call	244.00	0.00	244.00
Electric Repairs	436.66	0.00	436.66
Mandated State Reporting	34.94	0.00	34.94
Routine Service	1,940.12	0.00	1,940.12
Total Amador Water Agency	2,655.72	0.00	2,655.72
Electricity - Sewer	2,861.82	0.00	2,861.82
Inspections	1,250.00	0.00	1,250.00
Sewer - Parts/Supplies	1,513.72	0.00	1,513.72
Telephone - Sewer	126.14	0.00	126.14
Total Sewer Expenses	8,407.40	0.00	8,407.40
Town Hall Expenses			
Janitorial	60.00	60.00	120.00
Supplies	22.61	22.62	45.23
Total Town Hall Expenses	82.61	82.62	165.23
Water/Distribution Expenses			
Amador Water Agency			
Customer Service	0.00	522.48	522.48
Mandatory State Reporting	0.00	69.88	69.88
Meter Reading	0.00	475.15	475.15
Operation Repairs	0.00	355.13	355.13

River Pines Public Utility District
Profit & Loss by Class
October 2019

	<u>Sewer</u>	<u>Water</u>	<u>TOTAL</u>
Rountine Service	0.00	2,436.03	2,436.03
Total Amador Water Agency	0.00	3,858.67	3,858.67
Electricity - Water	0.00	175.94	175.94
Parts/Supplies	0.00	700.51	700.51
Telephone - Water	0.00	129.73	129.73
Total Water/Distribution Expen...	0.00	4,864.85	4,864.85
64900 · Office Expenses			
Postage/Shipping	40.84	40.86	81.70
Software	25.49	25.50	50.99
Supplies	102.35	102.35	204.70
Training	710.50	710.50	1,421.00
Website Service	25.00	25.00	50.00
Total 64900 · Office Expenses	904.18	904.21	1,808.39
68600 · Utilities			
Disposal	52.49	52.49	104.98
Electricity - Office	0.00	17.86	17.86
Electricity - Town Hall	17.85	0.00	17.85
Electricity - Street Lights	57.50	57.50	115.00
68100 · Telephone - Office	31.43	31.43	62.86
Total 68600 · Utilities	159.27	159.28	318.55
Total Expense	12,313.62	8,769.54	21,083.16
Net Ordinary Income	3,827.77	6,698.75	10,526.52
Other Income/Expense			
Other Income	300.00	300.00	600.00
Wireless Site Lease	250.00	250.00	500.00
Total Other Income	550.00	550.00	1,100.00
Net Other Income	550.00	550.00	1,100.00
Net Income	<u>4,377.77</u>	<u>7,248.75</u>	<u>11,626.52</u>

River Pines Public Utility District

Account QuickReport-Board Meetings

As of October 31, 2019

Type	Date	Num	Name	Memo	Amount	Balance
Bank Accounts						
El Dorado Checking						
Check	10/01/2019					18,043.97
Check	10/02/2019		Candi Bingham			18,043.97
Deposit	10/02/2019	eft	Google Services	Board Email Addresses	-2,416.67	15,627.30
Deposit	10/02/2019	eft		Deposit	-36.00	15,591.30
Deposit	10/02/2019			Deposit	173.57	15,764.87
Deposit	10/03/2019			Deposit	172.00	15,936.87
Deposit	10/04/2019			Deposit	371.89	16,308.76
Check	10/07/2019	eft	Adobe PDF	Deposit	376.53	16,685.29
Deposit	10/07/2019			Deposit	-14.99	16,670.30
Deposit	10/07/2019			Deposit	1,431.33	18,101.63
Deposit	10/08/2019			Deposit	3,195.80	21,297.43
Deposit	10/08/2019			Deposit	694.89	21,992.32
Check	10/09/2019	debit	USPS	Postage	-7.35	21,984.97
Deposit	10/09/2019			Deposit	321.49	22,306.46
Deposit	10/09/2019			Deposit	477.14	22,783.60
Deposit	10/10/2019			Deposit	297.08	23,080.68
Deposit	10/11/2019			Deposit	748.34	23,829.02
Deposit	10/14/2019			Deposit	785.49	24,614.51
Check	10/15/2019	debit	Candi Bingham	October Services	-2,416.67	22,197.84
Check	10/15/2019	debit	AT&T - Sewer	209 245-3984 701 9	-126.14	22,071.70
Deposit	10/15/2019			Deposit	932.00	23,003.70
Bill Pmt -Check	10/16/2019	13337	Aces Waste Services, L...	1175	-104.98	22,898.72
Bill Pmt -Check	10/16/2019	13338	Aeration Industries Inter...	Motor - 2HP Storage Pond	-1,233.74	21,664.98
Bill Pmt -Check	10/16/2019	13339	Amador Water Agency	30018	-7,009.27	14,655.71
Bill Pmt -Check	10/16/2019	13340	Angelica Hernandez	Town Hall Cleaning	-120.00	14,535.71
Bill Pmt -Check	10/16/2019	13341	Anita Ebbinghausen	Stipend - October	-75.00	14,460.71
Bill Pmt -Check	10/16/2019	13342	AT&T - Water	209 245-4011 722 0	-129.73	14,330.98
Bill Pmt -Check	10/16/2019	13343	California Bank & Trust	1030264749	-890.00	13,440.98
Bill Pmt -Check	10/16/2019	13344	California Special Distri...	CSDA Membership	-1,421.00	12,019.98
Bill Pmt -Check	10/16/2019	13345	Gisele L. Wurzburger	October Meeting - Board Clerk	-300.00	11,719.98
Bill Pmt -Check	10/16/2019	13346	Karla Christensen	Stipend - October 2019	-75.00	11,644.98
Bill Pmt -Check	10/16/2019	13347	Patrick Henry	Stipend - October 2019	-75.00	11,569.98
Bill Pmt -Check	10/16/2019	13348	Richard Miller	Stipend - October 2019	-75.00	11,494.98
Bill Pmt -Check	10/16/2019	13349	Rocky Raymond	Stipend - October 2019	-75.00	11,419.98
Bill Pmt -Check	10/16/2019	13350	Staples	Toner Cartridge	-123.44	11,296.54
Check	10/16/2019	debit	PG&E - Water	3357284549-4	-175.94	11,120.60
Check	10/16/2019	debit	PG&E - Street Lights	7368064062-7	-115.00	11,005.60
Check	10/16/2019	debit	PG&E - Office/Town Hall	6898952032-2	-35.71	10,969.89
Check	10/16/2019	debit	PG&E - Sewer	8721806002-5	-2,861.82	8,108.07
Check	10/16/2019	debit	USPS	Mailbox	-67.00	8,041.07
Deposit	10/16/2019			Deposit	158.53	8,199.60
Deposit	10/17/2019			Deposit	1,287.37	9,486.97
Deposit	10/17/2019			Deposit	11,417.56	20,904.53
Deposit	10/17/2019			Deposit	229.15	21,133.68
Deposit	10/17/2019			Deposit	148.52	21,282.20
Deposit	10/17/2019			Deposit	149.00	21,431.20
Deposit	10/17/2019			Deposit	172.70	21,603.90
Check	10/18/2019	debit	Digital Deployment	Website	-50.00	21,553.90
Deposit	10/18/2019			Deposit	515.26	22,069.16

River Pines Public Utility District
Account QuickReport-Board Meetings
As of October 31, 2019

Type	Date	Num	Name	Memo	Amount	Balance
Deposit	10/21/2019			Deposit	4,105.94	26,175.10
Deposit	10/21/2019			Deposit	228.18	26,403.28
Check	10/22/2019	debit	Amazon	Printer Cartridge	-81.26	26,322.02
Deposit	10/22/2019			Deposit	316.37	26,638.39
Check	10/22/2019	debit	Mt. Aukum Store	Town Hall Supplies	-45.23	26,593.16
Deposit	10/23/2019			Deposit	334.00	26,927.16
Deposit	10/23/2019			Deposit	1,325.14	28,252.30
Deposit	10/23/2019			Deposit	304.22	28,556.52
Deposit	10/24/2019			Deposit	370.24	28,926.76
Deposit	10/25/2019			Deposit	335.96	29,262.72
Check	10/28/2019	eft	RingCentral	Office Phone	-62.86	29,199.86
Deposit	10/28/2019			Deposit	300.00	29,499.86
Deposit	10/29/2019			Deposit	2,356.52	31,856.38
Check	10/29/2019	debit	Paymentus		-12.00	31,844.38
Check	10/29/2019	debit	Amador Water Agency		-1,250.00	30,594.38
Check	10/29/2019	debit			1.60	30,595.98
Deposit	10/29/2019			30018 Deposit	-7.35	30,588.63
Check	10/30/2019	debit	USPS		552.23	31,140.86
Deposit	10/30/2019			Deposit	-485.61	30,655.25
Check	10/31/2019	debit	Lowe's	Distribution		
Total El Dorado Checking						30,655.25
Total Bank Accounts						30,655.25
TOTAL						30,655.25

River Pines Dept. Report

October 1 - October 31, 2019

Water Production/Sold

Well 2: 480,600 gallons	Total Produced: 922,055 gallons
Well 3R: 405,400 gallons	Total Sold: 692,001 gallons
Well 6R: 36,055 gallons	Unaccounted Loss: 25%

Regulatory Compliance Specialist-

Wastewater-

- Influent flow 918,000 gallons. Effluent Discharged 491,500 gallons.
- Continued to keep storage ponds as low as possible.
- Weekly lift station monitoring
- Decontaminated monitoring wells
- Collected quarterly samples
- Stand by generator failed at Eastside Lift Station. Rented replacement until it can be fixed.

Water-

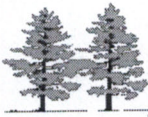
- Completed all regulatory sampling.
- Staff managed multiple PG&E PSPS events. This included manual generator start-ups, managing fuel deliveries and UPS repairs. No treated water customers were ever out of water during these events.
- The Hach online turbidimeter at Well 6R went out and failed prior to the PSPS events. Staff has been using the benchtop turbidimeter during the manual plant operations to verify filtrate NTU water quality. Replacement quote will be submitted for Board approval.

Electrical-

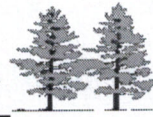
- East Side Lift Station's generator pump failed

Prepared by: Andrea Hinton, Regulatory Specialist

Reviewed by: Rick Ferriera, Operations Manager



RIVER PINES PUBLIC UTILITY DISTRICT



22900 Canyon Ave., PO BOX 70, River Pines, CA 95675
Phone: (209) 245-6723 Fax: (209) 245-5710 Email: RPPUD@RPPUD.org

AGENDA ITEM – 8B

GENERAL MANAGER'S REPORT

For the Month of October/November 2019

1. Continue to work with Bow at State offices in hopes of distribution funding. Sent over 2019 Auditor's Report. Bruce Barraco is working with Cody, environmental, to finish their last request.
2. Attended District business in Sacramento on November 12th.
3. AWA kept water and sewer working through power outages. Generator failed at eastside lift station. AWA rented a generator and had Sweet Pea pump lift station.
4. AWA is recommending having all three generators be put through a thorough servicing.
5. 2018/2019 annual audit reports were distributed to Board members and sent to state. (Agenda Item)
6. Worked on Rate Increases for Board (Agenda Item)
7. Worked on Capital Improvement projection for Board (Agenda Item)
8. Completed letter for CalFire to send to state for Grant. Sent letter to Brian Oneto as well.
9. Contacted Paymentus and completed a virtual look at Customer Portal (Agenda Item)
10. Received information from CSDA regarding District Credit Card (Agenda Item)
11. Hand meter for CalFire would cost District approximately \$975 for measurement of water used outside of fire protection.
12. Weekly Bank Deposits
13. Monthly Billing & Monthly Late Notices
14. Monthly 48 Hour Notices
15. Updated Website
16. Agenda & Packets

Will be in the River Pines Office – November 13/14 & November 18-21.



Candi Bingham <rppud@riverpinespub.org>

River Pines Public Utility District / Paymentus Discussion

Michael Kenley <mkenley@paymentus.com>
To: Candi Bingham <rppud@riverpinespub.org>

Thu, Oct 31, 2019 at 3:56 PM

Good Afternoon Candi:

Thank you for your outreach to follow up on our call. I was able to find out that Paymentus can assist you with setting up a CIF and Posting file for you to use with Quicken. As for the implementation of the Customer Portal there is a \$2,500 Set-up fee. However, in reviewing your account, I noticed an alternative option that would eliminate the setup fee all together. Currently, the Term of your Paymentus contract is set to auto renew for three (3) years on 11/19/2020. Paymentus' standard contract term is five (5) years. If River Pines Public Utility District were to extend its contract term to five (5) years (11/19/2025), I could use this as a business justification to waive the \$2,500 setup fee. Thus resulting in River Pines Utility District getting the Customer Portal at no cost. Let me know if this sounds like an ideal direction, and I can provide an amending agreement.

Best Regards,

Michael Kenley | Senior Account Manager, Northwest U.S. Region

Paymentus

Paymentus Corporation *The Real-Time Bill Payment Company™*

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www.paymentus.com

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From: Candi Bingham [mailto:rppud@riverpinespub.org]

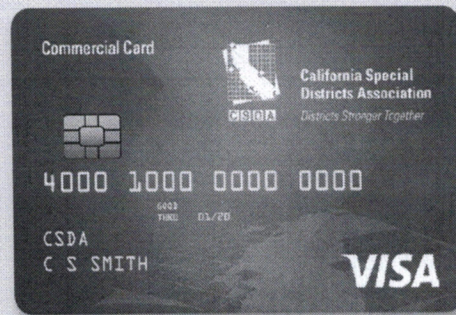
Sent: Wednesday, October 30, 2019 2:54 PM

To: Michael Kenley <mkenley@paymentus.com>

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CSDA COMMERCIAL CARD



Umpqua Bank is proud to be selected as the CSDA's Commercial Card Program provider. CSDA's specialized card program offers one powerful business tool to manage purchasing, travel, fleet and expense management – all in one card. It's also backed by Visa® and designed for your business, so you can securely manage your expenses and payables while giving your employees flexibility without sacrificing control.

Key features

Advanced online reporting tools

- Analyze company spend trends
- Manage payables and vendors
- Create spend reports to negotiate preferred pricing with suppliers
- Integrated online expense approval system
- Competitive rebate

Expense controls

- Greater security and control over employee spending through use of customized limits
- Controlled spend guidelines by card type, employee, purchase type or department level
- Fleet management, providing clear oversight of fuel and vehicle maintenance expenses
- Customized billing and payment options
- Select the statement cycle and due date that's right for your organization
- Choose central or individual billing preferences to suit your company's needs

Complimentary benefits

- Travel accident insurance
- Lost luggage reimbursement
- Auto rental collision damage waiver
- Worldwide emergency card replacement and emergency cash
- Visa® liability waiver program
- 24/7 customer support

Key benefits

Streamline processes

- Streamline accounts payable and reduce administrative costs
- Manage card portfolio with online company administrator tool
- Integrate with third-party accounting and expense management software

Realize efficiencies

- Improve expense reporting with detailed reports, downloads and automated extracts
- Support accounting and reconciliation with enhanced data for cost allocation, regulatory reporting, budget reporting and reconciliation of cardholder activity

Gain cost savings

- Save on expenses by converting checks to card payments
- Control unauthorized spending by leveraging security features
- Negotiate discounts with preferred vendors

Become more productive and streamline your business processes with the CSDA Commercial Card from Umpqua Bank. For more information contact:

Vanessa Ryan

VP, Commercial Relationship Manager

TEL: 916-724-1214

VanessaRyan@umpquabank.com

*-emailed
10/17/2019*



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Products and services are subject to program qualifications and, in some cases, credit approval. Fees may apply.



This Commercial Card Account Agreement ("Account Agreement" or "Agreement") sets forth the terms of the Umpqua Bank Commercial Card

Account ("Account") for _____ and entered into effective as of _____, 20____ (the "Effective Date"). Your Commercial Card Account has been opened in the name of Company pursuant to the credit application submitted by Company to Umpqua Bank. All extensions of credit in connection with your Commercial Card Account are being made by Umpqua Bank ("Umpqua").

1. **Definitions.** In this Account Agreement the following definitions shall apply:

"**Account**" means each individual credit card account established in connection with a Commercial Card and for which Company is fully liable under the Commercial Card Account in accordance with this Account Agreement.

"**Annual Percentage Rate**" or "**APR**" means an annualized rate of Finance Charge, as determined by us.

"**Authorized Officer**" means the individual(s) who signed Company credit application and this Account Agreement on behalf of Company.

"**Cash Advance**" means a Transaction to obtain a cash loan from Umpqua or other financial institution that accepts the Commercial Card (whether through an ATM, a teller at a branch, or otherwise) and/or a loan from Umpqua through your use of any checks or drafts Umpqua may provide for drawing funds from Umpqua to be posted as Cash Advances on your Commercial Card Account (any surcharges charged by any owner or operator of any ATM, or by Umpqua, or by any other bank with respect to the Cash Advance will be deemed a part of the Cash Advance).

"**Commercial Card**" means each Visa® credit card that is issued to a Commercial Cardholder under your Commercial Card Account and this Account Agreement.

"**Commercial Cardholder**" means a Company employee who is designated by Company to receive a Commercial Card and who is approved to use such Commercial Card to effect Transactions during the term of this Account Agreement.

"**Commercial Cardholder Agreement**" means the Commercial Credit Cardholder Agreement that applies to each Account and whose terms bind a Commercial Cardholder.

"**Company**" means the corporation, limited liability company, partnership, proprietorship, or other entity that opened the Commercial Card Account with Umpqua pursuant to which Commercial Cards will be issued.

"**Finance Charge**" means any charge to an Account by Umpqua that is calculated and assessed in accordance with this Account Agreement or a Commercial Cardholder Agreement.

"**Initial Term**" means the period commencing on the Effective Date and continuing for a period of 2 Years.

"**Note**" means any promissory note or other agreement, including this Account Agreement, for the extension of credit entered into between Lender and Borrower. "**Purchase**" means a Transaction made to purchase or lease goods or services, or pay amounts you or any Commercial Cardholder owes (excluding Cash Advances).

"**Periodic Statement**" is a written record of the account activity (purchases, payments, fees, etc.) supplied to you by Umpqua on a monthly basis or at set intervals such as weekly or bi-weekly. Also called a "Billing Statement."

"**Renewal Term**" means each one-year renewal period following the Initial Term.

"**Transaction**" means any Account activity that has a debit value.

The words "we", "us", and "our" refer to Umpqua Bank ("Umpqua"). The words "Borrower", "you", and "your" refer to Company.

2. **Acceptance of this Account Agreement.** Your Authorized Officer's signing of the credit application, Commercial Card or use of Commercial Card or Commercial Card Account confirms your acceptance to be bound by this Account Agreement, as well as any other agreements, disclosures, rules, or notices relating to the Commercial Cards and/or the Commercial Card Account as may be posted on Umpqua's website or otherwise made available to you and as amended from time to time. You represent and warrant that (a) you have all necessary corporate or applicable organizational authority and have taken all action necessary to enter into this Account Agreement and to perform your obligations hereunder, (b) this Account Agreement has been duly executed and delivered by you and is a legal, valid, and binding obligation, enforceable against you in accordance with the terms hereof, and (c) the Authorized Officer signing is duly authorized to execute and deliver this Account Agreement on your behalf.
3. **Ownership of Commercial Cards.** Each Commercial Card remains the property of Umpqua. Umpqua can revoke your and/or any Commercial Cardholder's right to use the Commercial Card Account at any time. Umpqua can do this with or without cause and without giving you or the applicable Commercial Cardholder notice. You and/or your Commercial Cardholders must immediately surrender Commercial Cards to Umpqua upon request.
4. **Program Administration.** Company shall designate in writing to us a Program Administrator to actively manage the Commercial Card Account on your behalf. If not specifically designated by Company, the Program Administrator shall be the first Authorized Officer listed in the signature block of Company's credit application. You agree and acknowledge that such Program Administrator is duly authorized by you to act on your behalf with respect to the Commercial Card Account, and that we may rely on all directions and information we receive from Program Administrator regarding the Commercial Card Account, including issuance of Commercial Cards to your employees. The Program Administrator's responsibilities shall include:
 - (a) Conducting Commercial Account maintenance;



- (b) Collecting Commercial Card request forms, ensuring proper authorization, and facilitating new Commercial Card orders;
 - (c) Communicating Company policy to all Commercial Cardholders that restricts the use of the Commercial Card to business purposes only;
 - (d) Accessing and monitoring Commercial Card Account spending reports;
 - (e) Regularly auditing Company's expense management program to ensure compliance with Company policies;
 - (f) Maintaining internal Company Commercial Card Account forms, policies, procedures, approved and prohibited usage guidelines, web site details and training materials;
 - (g) Maintaining hierarchical approval of all Purchases;
 - (h) Being familiar with all aspects of the Commercial Card Account and each Commercial Card;
 - (i) Handling all Company and Commercial Cardholder inquiries and billing disputes, credit line increase requests, and other requests and notices under this Account Agreement;
 - (j) Upon request, providing us with such information and documentation as we may deem necessary to protect our interests; and
 - (k) Promptly advising us of any termination of any Commercial Cardholder employment relationships with Company and, upon such termination, collect, cut in half and return to us the associated Commercial Card(s)
 - (l) Immediately notifying us by phone and in writing of any reported or suspected unauthorized use of or access to any Commercial Card or the Commercial Card Account.
5. **Scope of Commercial Card Program.** This Account Agreement shall apply to Cash Advances and Purchases by Company, its subsidiaries, divisions, or affiliates as approved by Umpqua, and Commercial Cardholders. Umpqua is a card-issuing member of Visa[®], USA, Inc. and Visa[®] International and may issue credit cards and establish credit card accounts to designated employees of Company as set forth in this Account Agreement. Company will designate employees who are to receive Commercial Cards and become Commercial Cardholders, and unless Umpqua notifies Company to the contrary, Umpqua will issue Commercial Cards to such employees. Unless Umpqua notifies Company to the contrary, or a Commercial Card has been terminated as provided herein, all Commercial Cards will expire upon termination of this Account Agreement. Umpqua may elect in its sole discretion not to issue a Commercial Card to an employee that Company wishes to receive such Commercial Card. Any or all charging privileges may also be withdrawn with or without cause at any time with or without notice.
6. **Use of Commercial Card Account.** You and your Commercial Cardholders may use your Commercial Card Account for Purchases and Cash Advances, wherever the Commercial Card is honored. You agree not to use, and agree that your Commercial Cardholders will not use, your Commercial Card Account for any transaction that is primarily for personal, family or household purposes. You agree to accept credits to the Commercial Card Account instead of cash refunds when the original Purchase was charged to the Commercial Card Account. You agree not to use, and agree that your Commercial Cardholders will not use, the Commercial Card Account for any illegal transactions. You acknowledge that Umpqua provides the Commercial Cards as an accommodation party only and, except as otherwise expressly provided by law or herein, Umpqua is not responsible for the manner in which the Commercial Cards are used.
7. **Refusal to Honor Commercial Card.** Umpqua will not be responsible for a merchant's or financial institution's refusal to honor the Commercial Card. Umpqua also reserves the right to deny authorization of any Purchase or Cash Advance. Except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of any Commercial Card or the Commercial Card Account.
8. **Obligations on the Commercial Card Account.** You authorize us to pay and charge the Commercial Card Account for all Purchases and Cash Advances made or obtained by any Commercial Cardholder or anyone you authorize to use a Commercial Card or the Commercial Card Account. You promise to pay us for all of these Transactions, plus any related Finance Charges assessed on the Commercial Card Account and any other charges and fees that you may owe us under the terms of this Account Agreement or that your Commercial Cardholders may owe us under the terms of the applicable Commercial Cardholder Agreement. Company will be obligated to pay Transactions posted to the Commercial Card Account whether resulting from (a) actual use of a Commercial Card, (b) mail order or telephone, computer or other electronic Purchases made without presenting the Commercial Card, or (c) any other circumstance where you authorize a Transaction, or authorize someone else to effect a Transaction, to the Commercial Card Account.
9. **Statements.** We will send each Commercial Cardholder a statement at the end of each billing cycle in which the Commercial Cardholder's Account reflects a debit or credit balance (i.e., the total amount of Transactions, Finance Charges and other charges (including, without limitation, any fees) and amounts due under the Commercial Cardholder Agreement, net of any payments and credits, as shown on a Commercial Cardholder's Periodic Billing Statement (such amount for each Commercial Cardholder's Account, the "New Balance") or if a Finance Charge has been imposed. An electronic statement may be made available in substitution of a paper statement upon request. Among other things, the Periodic Statement will: itemize Transactions, credits and adjustments; show any Finance Charge; and, set forth the New Balance, the credit limit, available credit, and the date on which the New Balance is due and payable in full ("Payment Due Date").
10. **Payments. Individual Billing.** If you select individual billing, we will bill each Commercial Cardholder for such Commercial Cardholder's New Balance (as the term "New Balance" is defined in the Commercial Cardholder Agreement), which amount is due in full, on or before the Payment Due Date. Notwithstanding individual billing, you are responsible for full payment of the New Balance on each Commercial Cardholder's Account on or prior to the Payment Due Date, independent of any agreement or program for reimbursement that may exist between you and your employee and independent of any attempts of Umpqua to bill or collect the New Balance from such Commercial Cardholder. All payments must be made in U.S. dollars. Any payment made by check or other item must be drawn on a financial institution located in the United States. The account payment must be sent to Umpqua at the address shown on your Periodic Statement.



Central Billing. If you select central billing, we will bill you for all New Balances regarding all Commercial Cards under Company's Commercial Card Account, and we will send Commercial Cardholders billing statements showing their New Balances as memorandum items only. You will pay Umpqua directly the total amount of all Commercial Cardholders' New Balances, as shown on your Periodic Statement.

General Terms for Both Billing Methods. You agree not to deduct or withhold, without our prior written approval, any amount shown as due on a Billing Statement. Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not effect any of our rights to payment in full. You agree that payment terms set forth herein supersede any agreement with regard to payment terms established between you or any Commercial Cardholder and the seller of goods or services or any payment terms that might be imputed to you or any Commercial Cardholder and the seller under applicable law for goods or services purchased using Commercial Cards. Subject to any mandatory provisions of applicable law, all payments made on the Commercial Card Account will be applied to your balances in the Commercial Card Account in the manner we determine. In general, we apply payments to lower APR balances before higher APR balances, which means, among other things, your finance charges will increase if you make transactions that are subject to higher APRs. If payment does not conform to the requirements stated above, crediting of the Commercial Card Account may be delayed. If this happens, additional charges may be imposed.

11. **Cash Advances.** If you consent, a Commercial Cardholder may be able to use the Commercial Card to obtain Cash Advances.
12. **Finance Charges.** Finance Charges begin on the date of the Transaction, or the first day of the Commercial Cardholder's billing cycle in which the Transaction is posted, whichever is later. However, Finance Charges will be imposed on Purchases only if the entire New Balance, as shown on the Commercial Cardholder's Billing Statement, is not paid in full on or before the Payment Due Date. The Annual Percentage Rates for Cash Advances and Purchases are described below. In each case, the periodic rate is calculated by dividing the APR by the total number of days in the calendar year (i.e., 365 or 366).

We figure a portion of the Finance Charge on Cash Advances by applying the periodic rate to the "average daily balance" of Cash Advances (including current transactions). To get the "average daily balance" we take the beginning balance of your Cash Advances each day (which such beginning balance includes any past due Finance Charges on Cash Advances), add any new Cash Advances, and subtract any applicable payments or credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The **Annual Percentage Rate** for Cash Advances is currently **23.99%** Depending on qualifications, other rates for Cash Advances may apply or be available and notice thereof will be provided to you or the cardholder. The minimum **Finance Charge** on your combined Cash Advance and Purchase balance is **\$1.00**.

We figure a portion of the Finance Charge on Purchases by applying the periodic rate to the "average daily balance" of your Purchases (excluding current transactions). To get the "average daily balance" we take the beginning balance of your Purchases each day (which such beginning balance includes any Finance Charges on Purchases), and subtract any applicable payments or credits. We do not add in any new Purchases. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The **Annual Percentage Rate** for Purchases is 21.99%. Depending on qualifications, rates other than the standard APR for Purchases may apply or be available and notice thereof will be provided to you or the Commercial Cardholder. The minimum **Finance Charge** on your combined Purchase and Cash Advance balance is **\$1.00**.

If we have "special" Finance Charge offers in effect from time to time, we will separately identify them on your Periodic Statement and separately disclose on your Periodic Statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as Purchases described above. Any such special Finance Charge arrangements may be forfeited if you or Company breach, or are in default under, this Account Agreement or any other agreement governing use of the Commercial Card Account, in which case the above described APRs may apply.

13. **Foreign Currency Transactions.** Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa®USA, Inc. or its affiliates ("Visa®"), using Visa® currency conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Visa® in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date you used your Card. A conversion international transaction charge will be charged to the Card. In addition, an International Transaction Fee will be charged if such transaction was in U.S. Dollars but charged by a merchant who is outside of the U.S. in the amount set forth in the Pricing Information located on the final page of this agreement.
14. **Other Charges.** In addition to any Finance Charge, the following other charges will be applicable to each Account:
 - (a) **Late Fee.** If we do not receive payment by the Payment Due Date shown on the Commercial Cardholder's Billing Statement, we may charge a late payment fee in the amount set forth in the Pricing Information located on the final page of this agreement. For the avoidance of doubt, this late payment fee applies each time a Commercial Cardholder's New Balance is not paid by the Payment Due Date.
 - (b) **Return Check Fee.** If a bank does not honor the check or ACH withdrawal used to pay amounts owing under a Commercial Cardholder Agreement or we must return a check because it is not signed or is otherwise irregular, we may charge a return check fee in the amount set forth in the Pricing Information located on the final page of this agreement. For the avoidance of doubt, this return check fee applies to each Account for which a bank does not honor the check or ACH withdrawal used or for which we must return a check.
 - (c) **Payment by Phone Fee.** We may charge a fee if you or a Commercial Cardholder make a payment through a phone call to us in the



amount set forth in the Pricing Information located on the final page of this agreement.

We may change the Pricing Information from time to time (through disclosures posted on Umpqua's website or otherwise made available to you).

When a Commercial Cardholder uses an ATM not owned by us, there may be a fee charged by the ATM operator, Umpqua or by any network used to complete a transaction, and/or a fee may be charged for a balance inquiry (even if any other transaction is not completed).

Unless otherwise arranged between us, any late, return check, or payment by phone will be added to the Commercial Cardholder's Purchase balance and be treated as a Purchase.

15. Default. You will be in default if:

- (1) you fail to comply with this Account Agreement or a Commercial Cardholder fails to comply with the Commercial Cardholder Agreement,
- (2) you fail to meet any of your other obligations to us, howsoever arising (i.e., whether related or unrelated to this Account Agreement or your Commercial Card Account), including, but not limited to any other obligations you have to Umpqua, as Borrower or Guarantor, under any note, account agreement, guaranty, business loan agreement, commercial security agreement, deed of trust or other similar loan documents,
- (3) a petition for bankruptcy, insolvency, receivership, or similar protection is filed by or against Company or any Commercial Cardholder,
- (4) in any period, we do not receive the amount due by the Payment Due Date regarding any Commercial Card,
- (5) any Commercial Cardholder exceeds his or her credit line or Company's overall credit line is exceeded,
- (6) Company is dissolved, consolidated or merged, or a change in control of the ownership of Company or any of its affiliates occurs,
- (7) any Guarantor of this Account Agreement becomes insolvent, dies or becomes incompetent, or revokes or disputes the validity of, or liability under any guaranty of indebtedness that includes this Account Agreement,
- (8) any Guarantor of this Account Agreement fails to comply with any term, obligation, covenant or condition contained in its guaranty,
- (9) or we believe in good faith that the payment or performance of your or any Commercial Cardholder's obligations to us is impaired for any reason.

If you or any Commercial Cardholder is in default, Umpqua may, at its option, restrict some or all further Commercial Card Account activity. Umpqua may also, at its option, demand immediate payment of the full balance and take any available legal action. If you are in default and fail to pay any amount that you owe, then you will be liable for Umpqua's collection costs and, if the claim is referred to an attorney for collection, then you will be liable for any reasonable attorney fees which are incurred, plus the costs and expenses of legal action. Nothing herein shall limit our right to terminate any or all of your Commercial Card Account privileges as otherwise provided in this Account Agreement. We will not be obligated to honor any attempted use of any Commercial Card if a default has occurred regarding such Commercial Card or regarding Company's Commercial Card Account or if we have decided to suspend or terminate the Commercial Card or the Commercial Card Account privileges.

- 16. Liability.** Company shall be liable for all Purchases, fees, Cash Advances and other charges incurred or arising by virtue of the use of Commercial Card Account whether or not authorized. The Program Administrator shall notify Umpqua by telephone (with written confirmation) of the termination of employment of any Commercial Cardholder or any lost or stolen Commercial Card. Based upon Standard Industry Classifications ("SIC") or Visa® Merchant Category Codes ("MCC") and as agreed to by Company, Umpqua shall consider requests to establish charge authorization procedures in order to cause certain transactions to be refused or denied. Umpqua may monitor transaction activity in order to assist Company in detecting transactions which are outside of usage procedures established by Company or Authorized Officer; provided, Company will bear any incremental costs borne by Umpqua to monitor transaction activity and assist Company in detecting such transactions, including allocated cost of personnel needed to administer such functions, and provided that Umpqua shall have no liability regarding any alleged failure on its part to detect any detecting transactions which are outside of usage procedures established by Company or otherwise unauthorized or improper.
- 17. Billing Disputes.** Disputes regarding charges or billings hereunder shall be communicated in writing to Umpqua at the address indicated in paragraph Notice and Communication. Be advised that oral communications with us regarding disputed charges or billings may not preserve your rights. Communications should include the Commercial Cardholder name and Account number, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Umpqua within sixty (60) days of the date of the statement on which the disputed or incorrect charge first appeared or you will be deemed to have accepted them and waived any objection to them. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges, unauthorized charges, disputes as to the quantity or quality of goods or services purchased with a Commercial Card, and billing errors on your Periodic Statement. Umpqua will investigate disputes and billing errors, and may, in its sole discretion, attempt to facilitate their resolution or correction, but it will not be responsible for resolving or correcting them.
- 18. Notice and Communication.** We will send statements and any other notices to Company at the address shown in our files. Our notice may



refer you to a link on our website, in which case you hereby agree to access such link and read the content on the webpage to which it directs you, or else contact us to receive a hardcopy of such notification and then read it. Company agrees to inform us promptly in writing of any change in address. We may, in our discretion, accept address corrections from the United States Postal Service. All notices, requests and other communication from Company to Umpqua must be directed to: Umpqua Bank, Credit Card Department, PO Box 1952 Spokane, WA 99210-1952, or by calling us at 1-866-777-9013. If you have a dispute with us, please be advised that contacting us verbally may not preserve your rights.

19. **Internet Access and Account Information.** Umpqua may permit you to access certain information regarding your Commercial Card Account via the Internet and may provide certain advance reporting regarding your Commercial Card Account. Such Internet access and advance reporting may be subject to additional terms and conditions that will be displayed upon initial login, and you hereby agree to be bound thereby. Umpqua may, in its sole and absolute discretion, at any time and without prior notice, discontinue providing you with Internet access and/or such advance reporting or elect to assess certain fees (or increase such fees) in connection with providing such access or such advance reporting. UMPQUA SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO ANY INTERNET ACCESS OR ADVANCE REPORTING PROVIDED TO YOU (REGARDLESS OF WHETHER ANY FEE IS ASSESSED), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ANY INTERNET ACCESS AND/OR ADVANCE REPORTING IS PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO UMPQUA. If Umpqua elects to provide you with access to certain information regarding your Commercial Card Account via the Internet or provides any advance reporting regarding your Commercial Card Account, you will be responsible for any configuration, system programming, or other compatibility issues associated with obtaining such access or receiving or utilizing such reports, and Company agrees to accept full liability for any changes made to the Commercial Card Account using these internet services.
20. **Proprietary Information.** Umpqua considers the Commercial Card program to be a unique service involving Umpqua's proprietary information. Company agrees that Commercial Card program reports, manuals, documentation (including, without limitation, this Account Agreement) and related materials will not be used or disclosed other than as necessary to participate in the Commercial Card program, and to take reasonable steps to safeguard the confidentiality of such proprietary information.
21. **Renewal; Termination.**
- (a) Following the expiration of the Initial Term, this Account Agreement will automatically renew for successive Renewal Terms unless either Party provides notice of non-renewal at least ninety (90) days prior to the end of the then-current term or unless earlier terminated pursuant to Section 21.
 - (b) At any time without cause, either party may terminate this Account Agreement with 90 days prior written notice; provided, however, that if Company terminates this Account Agreement pursuant to this Section 21(b), Company shall pay an amount equal to (i) \$5,000 if terminated during the first six months of the Initial Term or \$2,500 if terminated during the sixth through eighteenth month of the Initial Term, plus (ii) a pro rata (based on the number of months remaining in the Initial Term at termination divided by the total number of months in the Initial Term) portion of any signing bonus, incentive or rebate provided to Company upon commencement of this Account Agreement.
 - (c) Umpqua may immediately terminate this Account Agreement if Company fails to pay any amount due hereunder, is in default or otherwise breaches any of its obligations hereunder.
 - (d) All Commercial Cards and related Accounts shall be deemed canceled effective upon termination of this Account Agreement.
- Upon termination of this Account Agreement, Company shall instruct all Commercial Cardholders to return all Commercial Cards, cut in half, to Company, and Company shall thereafter be responsible for returning all Commercial Cards to Umpqua. Company and the Commercial Cardholders shall remain liable for all purchases, fees and other charges incurred or arising by virtue of the use of a Commercial Card prior to the termination date.
- Umpqua shall have the right to suspend all services and its obligations under this Account Agreement in the event that the amount due from Company, as the result of Purchases, fees, Cash Advances and other such charges, exceeds the credit limit established by Umpqua.
- Upon the termination of this Account Agreement, all amounts outstanding on the Commercial Card Account shall be immediately due and payable, without further demand or notice.
- The provisions of this Account Agreement shall survive termination of this Account Agreement as their context may naturally dictate.
- Notwithstanding the foregoing or any other provision in this Account Agreement, we may limit, suspend, or terminate your privileges under this Account Agreement or the privileges of any Commercial Cardholder under a Commercial Cardholder Agreement (and list the Commercial Card and the Commercial Card Account in warning directories) at any time without notice or liability.
22. **Credit Worthiness.** Umpqua reserves the right to:
- (a) Determine the creditworthiness of Company periodically by obtaining financial statements from Company;
 - (b) Request a guaranty of payment, pledge of collateral, or other similar security from Company or its subsidiaries or affiliates based on the review of Company financial statements;
 - (c) Approve or decline the issuance, renewal, or replacement of a Commercial Card to any person at our sole discretion;
 - (d) Cancel, suspend or limit spending on any Commercial Card at any time for any reason or no reason, subject to the notice requirements set forth in the Termination section of this Account Agreement.



23. **Warranties.** Company warrants that:

- (a) This Account Agreement constitutes a valid, binding and enforceable agreement of Company;
- (b) The execution of this Account Agreement and the performance of its obligations under this Account Agreement are within Company's powers; have been duly authorized by all necessary action; and do not constitute a breach of any agreement of Company with any party;
- (c) The execution of this Account Agreement and the performance of its obligations under this Account Agreement will not cause a breach by it of any duty arising in law or equity or otherwise; and
- (d) Company is solvent and possesses the financial capacity to perform all of its obligations under this Account Agreement.

Failure of any of the above representations and warranties to be true and correct in all respects during the term of this Account Agreement shall constitute a breach of this Account Agreement, and Umpqua will have the right, upon notice to Company, to immediately terminate this Account Agreement and all amounts outstanding hereunder shall be immediately due and payable, without further demand or notice.

24. **Collateral.** This Account Agreement shall be secured by any and all personal property that you have granted to Umpqua under any security agreement securing other Notes from you to Umpqua, except for titled vehicle. However, in no event shall the obligations of the Company under this Account Agreement be secured by real property of any cross-collateralization provision to the contrary in any commercial loan documents between Company and Umpqua.
25. **Financial Information.** Umpqua may elect to defer to Financial Information contained within an active Commercial Borrowing Agreement between the Company and Umpqua. If Company does not have an existing Commercial Borrowing Agreement with Umpqua, then Company shall deliver to Umpqua as soon as available, and in any event not later than One hundred and twenty (120) days after the end of each fiscal year of Company, Company's audited financial statements prepared by independent certified public accountants selected by Company. If audited financials are not available, bank at its sole discretion, may accept reviewed or prepared financial statements. Company further agree to provide to Umpqua from time-to-time, such other information regarding the financial condition of Company as Umpqua may reasonable request. You hereby authorize Umpqua to request credit reports in connection with the issuance and use of the Commercial Cards. Information concerning your credit history with Umpqua may be furnished to consumer reporting agencies or others who may properly receive that information.
26. **Unauthorized Transactions.** We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of any Commercial Cards or PINs. You will promptly notify us of any actual or suspected breach of security or unauthorized activity involving the Commercial Cards or the Commercial Card Account (whether or not involving your employees). Company must establish, maintain, and follow commercially reasonable security procedures regarding the Commercial Cards and Commercial Card Account.
27. **Trademarks.** Company and Umpqua each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other party. Company and Umpqua each agree that, without prior written consent of the other party, they will not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other party.
28. **Amendment.** We can amend this Account Agreement at any time upon notice. Subject to the requirements of applicable law, any amendments to this Account Agreement will become effective at the time stated in our notice and unless we specify otherwise, the amended terms of this Account Agreement will apply to all outstanding unpaid indebtedness in the Commercial Card Account relating to your Commercial Card usage as well as new transactions. Use of any Commercial Card by a Commercial Cardholder after the effective date of the change constitutes acceptance of the change. You shall have no right to amend this Account Agreement.
29. **Interpretation.** The section headings shall in no way be held to explain, modify, or aid in the interpretation of the provisions hereof. Wherever possible, each provision will be interpreted in a manner as to be valid, legal, and enforceable under applicable law. If any provision is declared invalid, illegal, or unenforceable in any jurisdiction, it shall be modified to render it valid, legal, and enforceable in the manner that best advances the spirit of this Account Agreement and/or such provision shall be deemed deleted, as the subject court or arbitrator(s) shall determine, and the remaining provisions will continue in full force and effect in the subject jurisdiction. The rule of construing ambiguities against the drafter shall not apply.
30. **Non-Waiver.** We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or similar language purporting to have the same effect without losing or in any way impairing any of our rights. We can also delay enforcing our rights for any length of time and for any number of times without losing or in any way impairing those or any other of our rights. The fact that we may at any time honor a Purchase or Cash Advance in excess of a credit line does not obligate us to do so again, nor does it waive any of our rights or remedies regarding any breach of this Account Agreement. Without limiting the foregoing, the delay or failure of Umpqua to exercise any right, power or option, or to insist upon strict compliance with any term of this Account Agreement, shall not constitute a waiver of that or any other right, power, option, or term of this Account Agreement, nor a waiver of that or any other breach thereof, nor a waiver of our right at any time thereafter to require strict compliance with that or any other term hereof. No waiver shall be effective against Umpqua unless it is expressly stated in a writing signed by Umpqua.
31. **Survivability of Payment Obligations, Rights and Remedies.** The obligation of Company to make payments as herein set forth, shall continue until fully performed. Rights, obligations or liabilities which arise prior to the suspension or termination of this Account Agreement shall survive the suspension or termination of this Account Agreement, including any rights Company or Umpqua may have with respect to each other arising out of either party's performance of services or obligations prior to the expiration or termination of this Account Agreement.



32. **DISCLAIMER.** UMPQUA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO COMPANY OR ANY COMMERCIAL CARDHOLDER WITH RESPECT TO THIS ACCOUNT AGREEMENT OR ANY COMMERCIAL CARDHOLDER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL UMPQUA SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO UMPQUA.
33. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, (I) UMPQUA WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, (II) UMPQUA WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY INACCURACY, ACT OR FAILURE TO ACT ON THE PART OF ANY PERSON NOT WITHIN OUR REASONABLE CONTROL, OR ANY ERROR, FAILURE, OR DELAY IN EXECUTION OF ANY TRANSACTION RESULTING FROM CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE, AND (III) UMPQUA WILL NOT BE LIABLE FOR ANYTHING EXCEPT FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDED WE HAVE COMPLIED WITH OUR OBLIGATIONS UNDER THIS ACCOUNT AGREEMENT, AND SUBJECT TO APPLICABLE LAW, COMPANY AGREES TO INDEMNIFY, DEFEND, AND HOLD UMPQUA HARMLESS AGAINST ANY THIRD PARTY CLAIM ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, ANY USE OF ANY COMMERCIAL CARD, THE COMMERCIAL CARD ACCOUNT, THIS ACCOUNT AGREEMENT, OR ANY RELATED SERVICE WE PROVIDE.
34. **Governing Law.** This Agreement and your Card will be controlled by and construed and enforced under the laws of the State of Oregon without regard to Oregon's conflict of laws principles (i.e., as applicable to agreements made and performed in Oregon) and, as applicable, Federal law.
35. **Venue.** If there is a dispute or issue relating to your account or to this Agreement, you and we agree that the location of the court proceeding will occur in the state where you opened the account and that the county will be chosen by us in our sole discretion.
36. **Assigns & Successors.** You may not assign, in whole or in part, any Commercial Card, the Commercial Card Account, or this Account Agreement to any other person or entity. We may at any time(s) assign, in whole or in part, the Commercial Card Account, any sums due on the Commercial Card Account, this Account Agreement. The person(s) or entity(ies) to whom we make any such assignment shall succeed to our rights and/or obligations under this Account Agreement to the extent assigned. Except as otherwise provided in this Account Agreement, it shall be binding upon the parties' successors.
37. **Remedies.** Except where a remedy is expressly stated to be exclusive, the remedies herein provided are cumulative and not exclusive of any remedies provided herein or otherwise, at law or in equity. To the extent permitted by applicable law, Umpqua reserves a right of setoff in all Company accounts with Umpqua (whether checking, savings or other account), including all existing accounts and all such accounts that may be opened in the future. Company authorizes Umpqua, to the extent permitted by applicable law, to charge or setoff all sums owing on the Commercial Card Account against any and all such accounts, and, at Umpqua's option, to administratively freeze all such accounts to allow Umpqua to protect Umpqua's charge and setoff rights provided in this paragraph or otherwise.
38. **Entire Agreement.** This Account Agreement, along with the related credit application documents, and other related agreement(s) is the entire agreement between the parties hereto regarding the subject matter and supersedes any oral agreements, oral representations, or oral warranties relating thereto.
39. **Confidentiality.** We will disclose information to third parties about your account or the transactions you make in order to process transactions or otherwise perform our obligations under this Agreement, to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), or to comply with government agency or court orders, or if you give us your written permission.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.



PRICING INFORMATION

Interest Rates and Interest Charges	Purchase Annual Percent Rate (APR)	A fixed APR, currently 21.99%
	Cash Advance APR	A fixed APR, currently 23.99%
	Balance Calculation Method	Average Daily Balance (Including new purchases)
	Minimum Interest Charge per Billing Cycle	\$1.00 unless Average Daily Balance for combined Purchases and Cash Advances is zero
	Payment Due Date	We will not charge you interest on purchases if you pay your entire balance by the due date as outlined below. We will begin charging interest on balance transfers, cash advances, and overdraft advances on the transaction date. <i>Monthly Cycles:</i> Your due date as shown on your Periodic Statement will be a minimum of 25 days after the close of each billing cycle. <i>Weekly or Bi-weekly Cycles:</i> Your due date as shown on your Periodic Statement will be 5 days after the close of each billing cycle. Automatic payment required. <i>Daily Settlement</i> requires automatic payment of your daily balances with no grace period.
Fees	Balance Transfer	Not available
	Cash Advance	Either \$15 or 5% of the amount of each transaction, whichever is greater
	International Transaction	2.00% of transactions made outside the U.S., in either foreign currency or U.S. dollars, using an Umpqua Bank card
	Late Payment	\$15 if the balance is less than \$100; \$35 if the balance is \$100 or more
	Payment by Phone	\$10
	Return Payment	\$35
	Return Check	\$35
Custom Card Design Fee	\$500 one-time setup fee; fee waived with a minimum of \$2MM in annual card program spend	

The information listed above is correct as of September 26, 2017 and is subject to change at any time without prior notice. To receive the most recent information, please write to Umpqua Bank, PO Box 1952 Spokane, WA 99210-1952 or access Umpqua's website at www.umpquabank.com/disclosures/.

COMPANY _____

AUTHORIZED SIGNER

AUTHORIZED SIGNER

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

UMPQUA BANK _____

ASSOCIATE SIGNATURE

ASSOCIATE NAME

ASSOCIATE TITLE

DATE

This agreement requires a minimum of one (1) signature by an authorized signer of the company. Any and all signers must be authorized to sign on behalf of the company.



GENERAL OFF-BILL AND ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer ("**Customer**") has contracted for the provision of energy efficiency/demand response equipment and services (the "**Work**") which qualify for one or more of PG&E's applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company ("**PG&E**") shall extend a loan (the "**Loan**") to Customer in the amount of the loan balance (the "**Loan Balance**") pursuant to the terms of this On-Bill Financing Loan Agreement ("**Loan Agreement**") and PG&E's rate schedules E-OBF and/or G-OBF, as applicable (the "**Schedule**").

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the "**Application**"). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the "Agreement".

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement ("**Contractor**"), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the "**Adjustment**"). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer's written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer's written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work. Customer will be responsible for any and all losses and damage it may suffer in connection with, and any claims by third parties resulting from, the Work.** Customer shall indemnify and hold harmless PG&E, its affiliates, and their respective owners, officers, directors, employees and agents thereof, from and against all claims, demands, liabilities, damages, fines, settlements or judgments which arise from or are caused by (a) any breach of the Agreement by Customer; (b) any defects or problems with the Work, or the failure of the Work to deliver any anticipated energy efficiencies; (c) Customer's failure to pay any amount due or claimed by Contractor with respect to the Work; or (d) the wrongful or negligent acts or omissions of any party (including Contractor) in the conduct or performance of the Work.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer's business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.

5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.
6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above; and (c) if PG&E deems necessary, obtain updated financial information to verify that Customer has good credit standing (as determined by PG&E) prior to making the Loan. Customer shall give PG&E reasonable access to its premises and the Work and shall provide such updated financial information to PG&E upon request. PG&E may decline to make the Loan if PG&E determines, in its sole discretion, that Customer does not have good credit standing at that time. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, and PG&E is satisfied that Customer has good credit standing, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.

12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells or transfers ownership of the equipment forming part of the Work to any third party (including as part of a sale or lease of premises or transfer of business or otherwise); or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

15. Loan Particulars.

<i>This table is to be completed by PG&E</i>						
Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$15,427.34	\$-	\$-	\$15,427.34	\$129.64	119	119

Check Made Payable to Customer or Contractor
 [customer to select payment method. Note that only one check can be issued]

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Customer Details	Contractor Details
Federal Tax ID or Social Security #, Customer 94-1540099	Federal Tax ID or Social Security #, Contractor 80-0196823
PG&E Account # / Service Agreement # 8721806002 / 8726501112	
Account Name, Customer Primary Contact Name: RIVER PINES PUBLIC UTILITY DISTRICT - EMIGRANT TRA Primary MDSS Application Number: TIF ID: 010710	Name, Contractor EcoGreen Solutions, Corey Brophy
Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
	27671 La Paz Rd, Suite 100
	Laguna Niguel CA 92677

Full Name & Title	→	Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor Corey Brophy, EcoGreen Solutions
Full Signature	→	Signature of Authorized Representative of Customer	
Date Signed	→	Date	

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

Address:
 On-Bill Financing Program
 Mail Code N6G
 Pacific Gas and Electric Company
 PO Box 770000
 San Francisco, CA 94177-0001

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency and multi-family customers, excepting loans to government agency and multi-family customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed two million dollars (\$2,000,000).

² The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be sixty (60) months excepting: 1) loans to Government Agency Customers or Multi-Family Customers will have a maximum loan term of one hundred and twenty (120) months or the expected useful life (EUL) of the installed energy efficiency measures, which ever is less; and 2) loans to customers where, in PG&E's sole opinion, credit and risk factors support a loan term longer than sixty (60) months.

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: RIVER PINES PUBLIC UTILITY DISTRICT - EMIGRANT TRA

Project Number: TIF: 010710

Calculations from: Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$15,427.34	\$-	\$-	\$15,427.34	\$0.26		6,025.00	-	\$1,566.50	9.85

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
118	119	\$129.64	\$130.54

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



ENERGY AUDIT

River Pines PUD

River Pines PUD
22900 Canyon Avenue
River Pines, California, 95675
Acct. 8721806002, SAID: 8726501112

EcoGreen Sales Rep: Jay Langner
Customer Contact: Candi Bingham
Title of Contact: General Manager
Customer Phone: 209-245-6725
Customer Email: rppud@riverpinespud.org

Approx. Building Size 2,939 SF
Energy Rate \$ 0.26 /kWh
Interest Rate 0%

EXISTING		Suggested Replacements			Savings					
Existing Bulb	Watts/ Fix	# of Fixtures	Existing Operating Hours-Day / Yr.	Replacement Bulb	Watts/Fix	# of Fixtures	Watts/bulbs Saved	Usage Saved	KWh Saved	Annual Savings
	w		/		w		w			
	w		/		w		w			
	w		/		w		w			
Totals		56	Ave: 2902			56	2,793 w	74.7%	6,024.74	\$1,548.05
Total Project Cost \$15,427.34										
Total After Rebate/Incentive Project Cost \$15,427.34										
****Estimated Program Payback Period Yrs. 9.97										
2,793 Estimated Watts Saved										
6,025 Estimated Annual kWh Saved										
0.7 Estimated Avg Annual Res Powered by Savings										
4 Estimated Annual CO2 Savings (MT)										
1,021,361 Estimated Btu Savings Per Month										
74.7% Estimated Average Electrical Savings										
10.0% Estimated										
9.97 Estimated Payback Period Yrs. - No Rebates, Tax Deductions or Bulb Replacement Savings										
9.65 Estimated Payback Period Yrs. Fully Comprehensive^A										
Approximate Energy Savings Per Month \$129.00										
Estimated Energy Savings Per Year \$1,548.05										
**Estimated Total Savings Over 5 Years \$8,726.51										
** Estimated Total Savings After 10 Years \$20,404.54										
Estimated Energy Rebate \$0.00										
Estimated IRS Tax Deduction 179D Available \$0.00										
***Estimated Federal Tax Savings \$0.00										
Estimated Bulb Replacement Savings Per Year \$50.17										
** Estimated Bulb Replacement Savings Per Avg. Est. Life of LED \$8,323.08										
Estimated Loan Payment \$129.00										

*** Based on IRS 179D Deduction @ 35% federal tax rate
 ****Program Payback Period Yrs. = (Total Project Cost - Available Program Rebates or Incentives) / Estimated \$ Saved per Year
 ^Payback Period Yrs. = (Total Project Cost - Available Rebate or Incentive - Tax Savings) / (Estimated Savings Per Year + Bulb Replacement Savings Per Yr.)
 ^B based on industry standard LED lifespan of 50,000 hrs.
 NOTE: Attached calculations do not include depreciation deduction for project cost.
 *Payment is based on a 9.97 year loan at 0% interest OAC, actual may vary.
 ** Reflects energy savings per year increasing at industry standard 6% per year + Bulb Replacement



27671 La Paz Rd, Suite 100
 Laguna Niguel, CA. 92677
 info@ecogreen.cc
 (949) 364 - 6800

Quote

Quote # 800139
 DATE 10/18/2019

River Pines PUD

River Pines PUD
 22900 Canyon Avenue
 River Pines, California, 95675
 Acct: 8721806002; SAID: 8726501112

Quotes are valid for 30 days from the above date.

Light EPN	INT/ EXT	DESCRIPTION	QTY*	Unit Price	Amount	
EGLN-AT15.45-4ft-4000-UNV-SMT-X-X-X-X	INT	LED 4' Linear Fixture, 4000K, UNV, SMT	15.45 w	27	\$80.00	\$2,160.00
		ICP	w	1		
EGLN-AT15.45-4ft-4000-UNV-SUS-X-X-X-X	INT	LED 4' Linear Fixture, 4000K, UNV, SUS	15.45 w	20	\$80.00	\$1,600.00
EGWP-HL24-5000-UNV-X-X-PH-X	EXT	LED Wallpack, 5000K, UNV, PH	24 w	6	\$135.00	\$810.00
EGFL-HL28.2-5000-UNV-X-X-X-KN-X	EXT	LED Flood Light, 5000K, UNV w/ Knuckle Mount	28.2 w	1	\$119.00	\$119.00
EGAL-NL24.29-5000-UNV-X-X-X-PH-SF-X	EXT	LED Area Light, 5000K, UNV, PH w/ Slip Fitter	24.29 w	1	\$197.00	\$197.00
EGWP-HL12-5000-UNV-X-X-PH-X	EXT	LED Wallpack, 4000K, UNV, PH	12 w	1	\$98.00	\$98.00
			w			
			w			
SUBTOTAL						\$4,984.00
LABOR						\$6,139.84
SALES TAX						\$386.26
PERMITS AND/OR INSURANCE COST						\$174.44
(Brackets, Wiring, Sockets, Travel, Tiewire, Screws, Lifts, Lamp Recycling / Disposal, Shipping, Package, ETC.) MISC. CHARGES						\$2,242.80
ICP Developer/Engineering Cost						\$1,500.00
TOTAL PROJECT COST						\$15,427.34
* All quantities to be verified by owner						
Estimated k/w Power Saved Rebate Total:						\$0.00
IRS Tax Cert. inspection, Report:						\$0.00
Estimated IRS Federal Tax Deduction per 179D:						\$0.00
Estimated Annual Energy Savings:						\$1,548.05



Statement of Work

1. **SCOPE OF WORK:** EcoGreen Solutions shall furnish all the materials and perform all of the work shown and/or described in the Energy Audit and Quote. EcoGreen Solutions is not responsible for touch up work i.e. – paint where replacement fixtures don't exactly match existing fixtures, ceiling tiles, etc...

a. **VFD/VSD installation:** If the project includes a VFD/VSD, standard installation costs include – VFD, startup, card, programming, installation of any conduit, running power, concrete footing (if needed), VFD mounting and interconnect to SCADA panel. Installation costs that are not included and would be an additional cost – wiring diagrams, fencing, gates, enclosures, relay box, controls.

2. **PROJECT COST:** The amount due for material and labor to be performed is \$15,427.34 Dollars (\$), subject to additions and deductions pursuant to authorized change orders/adjustment letters.

3. **PAYMENT & UTILITY FINANCING:** EcoGreen Solutions has worked with Customer to secure Utility financing on behalf of the Customer to fund payment of this project, of which, terms and payback periods are detailed in the Utility On-Bill Financing (OBF) documentation – PGE Project #/TIF # 010710.

Payment of the project shall be paid in the manner following:

Project Cost	\$15,427.34
Estimated Utility Rebate	
Estimated Utility OBF	\$15,427.34
SUBTOTAL	\$0
Estimated Customer Out of Pocket Contribution	\$0

a. Customer understands that final utility rebate and OBF amounts issued may vary based on final installation counts and subject to additions and deductions pursuant to authorized change orders/adjustment letters.

b. Customer understands that should utility determine that OBF loan proceeds shall not be

issued due to customer's credit standing or has otherwise placed customer's repayment of the loan at risk, Customer shall be liable for payment of any product, labor, and installation due. This includes any product demos that aren't returned to EcoGreen Solutions.

c. **Notice to Proceed:** Once Utility On-Bill Financing is approved, if required, EcoGreen Solutions will provide LED demo fixture/lamps to assure proper light levels, color and aesthetics. Written confirmation from the Customer that demos are approved and approval to move forward with the ordering of product and installation will serve as formal Notice To Proceed.

4. GENERAL TERMS AND CONDITIONS

a. All work shall be completed in a workmanlike manner and in compliance with all building codes and other applicable laws.

b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.

c. EcoGreen Solutions may at its discretion engage subcontractors to perform work hereunder, provided EcoGreen Solutions shall fully pay said subcontractor and in all instances remain responsible for the proper completion of the project.

d. EcoGreen Solutions warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of EcoGreen Solutions or its employees and subcontractors.

e. Customer shall at its own expense obtain all permits necessary for the work to be performed.

f. EcoGreen Solutions agrees to remove all debris and leave the premises in clean condition unless instructed by Customer to do otherwise.

g. EcoGreen Solutions shall dispose of all hazardous lamps and tubes utilizing a proper recycling program unless instructed by Customer to do otherwise.

h. EcoGreen Solutions shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general unavailability of materials.

i. Customer is responsible for verification of fixture counts and hours of operation reflected in the Energy Audit.

5. HAZARDOUS CONDITIONS: In the event that EcoGreen Solutions discovers existing or developing spore or mold growth, asbestos or other potentially hazardous conditions at the Project location, EcoGreen Solutions will stop work and will not attempt to test, repair or remediate such conditions. At Customer's sole expense, Customer must arrange to have the hazardous condition removed by a third party in compliance with applicable laws within a reasonable period of time, or EcoGreen Solutions may cancel this project. If the project is canceled, Customer agrees to pay EcoGreen Solutions the costs of materials, labor and services provided through the date of cancellation.

6. WARRANTIES:

a. MANUFACTURER WARRANTIES. Products installed as part of the scope of work are covered by separate manufacturers' warranties (hereinafter, "Manufacturer Warranties"). EcoGreen Solutions will assign to Customer any Manufacturer Warranties in effect upon installation. EcoGreen Solutions will also provide Customer reasonable assistance in contacting manufacturers. If manufacturer files for bankruptcy or goes out of business, EcoGreen Solutions is not liable or responsible for continued warranty support.

b. LIMITED WARRANTY. EcoGreen Solutions provides a limited warranty of one (1) year (the "Limited Warranty Period"), after the date of invoice. For the avoidance of doubt, this Limited Warranty does not cover parts already covered by the Manufacturer Warranties set forth in above. During the Limited Warranty Period, EcoGreen Solutions will at its expense repair or replace any parts or labor covered by the Limited Warranty.

c. OBTAIN WARRANTY SERVICE. To obtain warranty service, you must notify EcoGreen Solutions in writing or via email at repairs@ecogreen-solutions.net of any defect. Provided that the Warranty has not expired, has otherwise voided, or is subject to an exclusion, EcoGreen Solutions will repair or replace the defect within a reasonable time after you notify EcoGreen Solutions.

If a fixture fails, please take a photo and send it to repairs@ecogreen-solutions.net, and include location information in your email. The photo should be close up so we can properly match the product with the replacement. We will order replacement products and schedule the installation. If a product is in stock, EcoGreen Solutions will ship the replacement immediately. If the product is not in stock EcoGreen Solutions will order the replacement parts from the factory. Please be aware that some of our suppliers require 6-8 weeks lead time. EcoGreen Solutions does not cover shipping and handling for fixtures.

If a fixture has failed and is past our 12 months parts and labor period, EcoGreen Solutions will work with the factory to get the replacement material for you. We do not cover the cost of shipping and handling from the factory to our warehouse or to your location. If you do not have a qualified electrician to install the replacement product, please contact us at the email address above. A quote for the labor to install the product will be provided in 1-2 business days.

If a lamp fails, please follow the same procedure as for fixtures. EcoGreen Solutions will send Customer the replacement lamp. Labor is not covered for lamps. Shipping and handling also is not covered on warranty claims for lamps.

Warranty claims will not apply for:

- Product that has been modified by the customer.
- Product that was subject to misuse, vandalism or negligence.

IMPORTANT EcoGreen Solutions must receive the fixture/lamp/driver back once your product has been replaced. We can receive credit for the replacement product only if the factory receives the failed unit back. Failure to return the failed product to EcoGreen Solutions within 30 days will result in an invoice for the full retail price of the product.

If the failed product has been discontinued by the manufacturer and is no longer supported by a factory, EcoGreen Solutions will suggest a similar replacement LED fixture or lamp. EcoGreen Solutions cannot be held responsible for product lines that have been discontinued; however, we will make every effort to find a similarly performing product.

7. MAINTENANCE AND REPAIR: If the products require maintenance or repair that is not covered by the warranties set forth above, EcoGreen Solutions will not perform this work unless you enter into a separate agreement to perform these services at your expense.

ENERGY AUDIT



EcoGreen Sales Rep: Jay Langner

Customer Contact: Carol Bingham

Title of Contact: General Manager

Customer Phone: 209-245-6723

Customer Email: rppud@iverpinespud.org

Approx. Building Size 2,939 SF

Energy Rate \$ 0.26 /KWH

Interest Rate 0%

In Reference to Quote # 800139

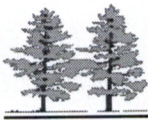
		EXISTING		Location		Suggested Replacements		Savings			
Existing Bulb	Water/ Fix	# of Fixtures	Existing Operating Hour-Day/Yr. Ave.	Room/Area	Replacement Bulb	Watts/Fix	# of Fixtures	Watts/Bulbs Saved	Usage Saved	KWH Saved	Annual Savings
Totals		56	2932			W	56	2,793	74.7%	6,024.74	\$1,548.05
2,793											\$129.00
6,025											\$1,548.05
0.7											\$8,726.51
4											\$20,404.54
1,021,361											\$0.00
74.7%											\$0.00
10.0%											\$50.17
9.97											\$8,323.08
9.65											\$129.00

Total Project Cost \$15,427.34
Total After Rebate/Incentive Project Cost \$15,427.34
******Estimated Program Payback Period Yrs.** 9.97

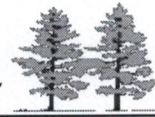
Approximate Energy Savings Per Month \$129.00
 Estimated Energy Savings Per Year \$1,548.05
 **Estimated Total Savings Over 5 Years \$8,726.51
 ** Estimated Total Savings After 10 Years \$20,404.54
 Estimated Energy Rebate \$0.00
 Estimated IRS Tax Deduction 179D Available \$0.00
 ***Estimated Federal Tax Savings \$0.00
 Estimated Bulb Replacement Savings Per Year \$50.17
 Estimated Bulb Replacement Savings Per Avg. Est. Life of LED \$8,323.08
 Estimated Loan Payment \$129.00

*** Based on IRS 179D Deduction @ 35% federal tax rate
 ***Program Payback Period Yrs. = (Total Project Cost - Available Program Rebates or Incentives) / Estimated \$ Saved per Year
 Payback Period Yrs. = (Total Project Cost - Available Rebate or Incentive - Tax Savings) / (Estimated Savings Per Year + Bulb Replacement Savings Per Yr.)
 ^Based on industry standard LED lifespan of 50,000 hrs.

NOTE: Attached calculations do not include depreciation deduction for project cost.
 Payment is based on a 9.97 year loan at 0% interest. OAC, actual may vary.
 ** Reflects energy savings per year increasing at industry standard 6% per year + Bulb Replacement



RIVER PINES PUBLIC UTILITY DISTRICT



MEETING DATE: November 20, 2019
FROM: Candi Bingham, General Manager
SUBJECT: Agenda Item 9g - Chlorine
AGENDA TYPE: Regular Meeting
ATTACHMENTS: No

BACKGROUND: The District previously had barrels of chlorine delivered directly to the District. When AWA took over operations, because of the inconvenience of deliver times, we cancelled direct deliver.

AWA buys their chlorine in bulk and from that they have been filling our chlorine containers and delivering chlorine to the designated areas. This has been very cumbersome in the fact that they are hauling barrels from and back to for filling. Trying to differentiate AWA/RPPUD chemical cost from the bulk supply has also proven difficult.

INFORMATION: AWA has researched a few different chlorine suppliers:

1. **Olin:** \$1.12/gallon with no delivery or mill fee.
2. **Univar:** \$1.39/gallon with \$60 delivery fee and a 2.175% “mill” fee

In order to receive the cheapest gallon price with no delivery fee, Olin requires a \$2,500 tank purchase.

AWA was thinking of doing a 320-gallon bulk tank and then get a delivery of 200-300 gallons as needed, which should work out to approximately 3-5 deliveries a year

District, between water and sewer, usages approximately 70-80 gallons a month.

RECOMMENDATION: I would recommend the District purchase the \$2,500 tank. This would eliminate all delivery and mill fees. Also, would not have to worry about container deposits etc.

The cost difference per gallon is enough to justify going with Olin as well.

BUDGET IMPACT: \$2,500 one-time tank purchase.

Per gallon price savings - \$86.40/per delivery \$432.00/ per year
Deliver Savings - \$300/per year
Mill Fee Savings - \$34.80

Total Savings per year – Approximately \$766.80



Candi Bingham <rppud@riverpinespud.org>

Re: Reserve Funds

Joel Mottishaw <jr...>

Wed, Oct 30, 2019 at 2:37 PM

To: Candi Bingham <...>

Cc: Jerry Goshorn <...>

Hi Candi,

Rick and I discussed this in our ops meeting this morning. Yes, I would agree that as of now 2/3R are looking pretty good. One thing I would say is one of the 2/3R well meters stopped registering properly a few months ago and Ryan was able to locate another exact replacement at 6R and install it. Two things: We should assume that the other will begin to fail as well sometime in the future and purchase of another would be prudent. Additionally, I'm not sure if the one he used was one that was meant for something else at some point so the possibility of purchasing a second one could come to reality (Something at 6R possibly Greg was thinking of?)

As for 6R...There are quite a few needs that will have to be addressed in the near future, some regardless of whether the facility is to be "always ready for full production" or just manually operated. I'll list them below...

1. We've had problems with both CL17 chlorine analyzers but to this point have been able to keep them going by troubleshooting and performing misc. maint. followed by manually resetting alarms during manual plant operations. I would recommend that the district replace both of these if the desire for the facility is a "24-hour automatic standby" status. (Approximately \$7000/ \$3500x2)
2. As Brent stated in his email last week...The Hach turbidimeter is damaged and will need to be replaced before we can operate the facility in auto without an operator present. (Approximately \$3000)
3. There is some concern over valve function (filtrate and filter to waste) and we will need the assistance of an instrumentation tech to verify if valves are getting proper command from PLC or if it is a mechanical issue prior to replacing anything. This is at least weeks out for our own electrical department.
4. If it will be placed in "auto" mode in the future we will need to notify the RWQCB regulator and there could possibly be enhanced monitoring requirements as well as additional sampling.
5. The chlorine system there is plagued with the same air/off-gassing issues as we had experienced at 2/3R due to the top of drum elevated suction design. We replaced the pump last year so the only thing we'd need is another bottom feed tank like we ordered for 2/3R (Less than \$300 I think). \

CAPITAL IMPROVEMENT - RESERVE FUNDS

	Base Income	Percentage	Contribution Yearly	Maint. Fee & Lock-off Fee Yrly	Contribution Monthly	Current Account Balance	1 Yr. Projection	2 Yr. Projection	3 Yr. Projection	4 Yr. Projection	5 Yr. Projection
Water	\$144,655.27	3.00%	\$4,339.66	\$5,040.00	\$361.64	\$35,805.00	\$45,184.66	\$54,564.32	\$63,943.97	\$73,323.63	\$82,703.29
Sewer	\$156,124.24	3.00%	\$4,683.73	\$5,040.00	\$390.31	\$191,432.00	\$201,155.73	\$210,879.45	\$220,603.18	\$230,326.91	\$240,050.64
Water	\$144,655.27	5.00%	\$7,232.76	\$5,040.00	\$602.73	\$35,805.00	\$48,077.76	\$60,350.53	\$72,623.29	\$84,896.05	\$97,168.82
Sewer	\$156,124.24	5.00%	\$7,806.21	\$5,040.00	\$650.52	\$191,432.00	\$204,278.21	\$217,124.42	\$229,970.64	\$242,816.85	\$255,663.06
Water	\$144,655.27	7.00%	\$10,125.87	\$5,040.00	\$843.82	\$35,805.00	\$50,970.87	\$66,136.74	\$81,302.61	\$96,468.48	\$111,634.34
Sewer	\$156,124.24	7.00%	\$10,928.70	\$5,040.00	\$910.72	\$191,432.00	\$207,400.70	\$223,369.39	\$239,338.09	\$255,306.79	\$271,275.48
Water	\$144,655.27	10.00%	\$14,465.53	\$5,040.00	\$1,205.46	\$35,805.00	\$55,310.53	\$74,816.05	\$94,321.58	\$113,827.11	\$133,332.64
Sewer	\$156,124.24	10.00%	\$15,612.42	\$5,040.00	\$1,301.04	\$191,432.00	\$212,084.42	\$232,736.85	\$253,389.27	\$274,041.70	\$294,694.12

PROPOSED WATER RATE INCREASE

Referencing 2014 Rate Study

The 2014 Rate Study, completed by the State of California for River Pines Public Utility District suggested four (4) types savings account:

1. Existing Capital Replacement
2. New Project Replacement
3. Future Capital Improvements
4. Emergency Reserves

River Pines Public Utility District currently has one of the above suggested accounts, Capital Improvement account, which currently holds \$35,803. It has taken approximately four years to accomplish this balance. It is suggested that funds be placed into this account be increased based on the enclosed Capital Improvement – Reserve Funds table (Agenda Item 9f).

Since the District operates on limited funds, it is my suggestion that the District at least form an Emergency Reserves account. It was recommended in the 2014 Rate Study that an annual Reserves of 4% of annual operating costs (per 2019 Auditor’s Report \$212,164) should be put aside each year (\$8,487), until the balance of the Emergency Reserve fund is 50% of operating costs, which will be about 25 years. NOTE: Total Operating Revenue according to the 2019 Auditor’s Report was \$198,835. Total Operating Revenue according to the 2018 Auditor’s Report was \$187,502. The increase between 2018 & 2019 was increase in water usage revenue, which is a variable rate.

The 2014 Rate Study suggested an 8% rate increase each year for five (5) years. The River Pines Public Utility District’s water rate is currently set at \$60.38 which is between year 1 and year 2 of the 2014 Rate Study. For the District to seriously save for the District’s future, it is imperative that the rates be increased, and Reserve Funds be established.

The table below illustrates rate suggestions. Extra Funds are yearly.

	<i>Year</i>	<i>Extra</i>	<i>Year</i>	<i>Extra</i>	<i>Year</i>	<i>Extra</i>	<i>Year</i>	<i>Extra</i>	<i>Year</i>	<i>Extra</i>
	<i>1</i>	<i>Funds</i>	<i>2</i>	<i>Funds</i>	<i>3</i>	<i>Funds</i>	<i>4</i>	<i>Funds</i>	<i>5</i>	<i>Funds</i>
3%	62.19	4,670	64.06	9,494	65.98	14,448	67.96	19,556	70.02	24,097
4%	62.80	6,244	65.31	12,719	67.92	19,453	70.64	26,471	73.47	33,772
5%	63.40	7,792	66.57	15,970	69.90	24,562	73.39	33,566	77.06	43,034
6%	64.00	9,340	67.84	19,247	71.91	29,747	76.22	40,867	80.79	52,658
7%	64.61	10,913	69.13	22,575	73.97	35,062	79.15	48,427	84.69	62,720
8%	65.21	12,461	70.43	25,929	76.06	40,454	82.15	55,393	88.72	72,034

NOTE: the 6% rate increase at year five, puts the District where the state suggested by 2019. Extra Funds are calculated as follows: (New Rate – Current Rate) * 215 customers * 12 months.