

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

Regular Board Meeting Agenda
September 25, 2024 at 5:00 p.m.
121 Palomino Drive, Big Bear City, California

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **PUBLIC FORUM**

Public testimony is permitted at this time only on consent calendar items and other matters not listed on the posted agenda that are within the subject matter jurisdiction of the Agency. State law prohibits the Agency from taking action on any items not listed on the posted agenda. Public comment on items listed on the posted agenda will be taken at the time each item is called for discussion.

5. **PRESENTATION AND INTRODUCTION**

None

6. **INFORMATION/COMMITTEE REPORTS**

6.A. General Manager's Report

7. **CONSENT CALENDAR**

All matters listed on the Consent Calendar will be enacted by one motion at the appropriate time. There will be no separate discussion of these items. If a detailed discussion is necessary, any Governing Board Member may request that an item be removed from the Consent Calendar and considered separately.

7.A. Approval of the Meeting Minutes from the July 24, 2024 Regular Meeting and August 12, 2024 Special Meeting

7.B. Monthly Disbursements Report for July and August - Informational

7.C. Investment Report Identifying Agency Investments and Reporting Interest Income for July and August – Informational

7.D. Resolution No. R. 10-2024, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Adopting the Annual Statement of Investment Policy

7.E. Carryover Appropriations

8. ITEMS REMOVED FROM CONSENT CALENDAR

9. OLD BUSINESS

None

10. NEW BUSINESS – DISCUSSION/ACTION ITEMS

10.A. General Manager Employment Agreement Amendment

10.B. Canon Copier Lease Agreement

10.C. Reject All Bids for the Force Main Project and Re-Bid the Project

11. COMMENTS AND ANNOUNCEMENTS

11.A. General Manager Comments

11.B. Governing Board Member Comments

12. ADJOURNMENT

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in an Agency meeting or other services offered by the Agency, please contact the Agency at (909) 584-4018. Notification at least 48 hours prior to the meeting or time when services are needed will assist Agency staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the office of the Big Bear Area Regional Wastewater Agency and are available for public inspection during normal business hours.

Visit www.bbarwa.org to view and/or print the Agenda Package.



AGENDA ITEM: 6.A.

MEETING DATE: September 25, 2024

TO: Governing Board of the Big Bear Area Regional Wastewater Agency

FROM: David Lawrence, P.E., General Manager

REVIEWED BY: Christine Bennett, Finance Manager; John Shimmin, Plant Manager;
Bridgette Burton, Administrative Services Manager/Board Secretary

SUBJECT: General Manager's Report

DISCUSSION:

Administration

Lucerne Valley Solar Panels (no update)

This process is underway.

Operations

LPS Generator & Fuel System Project

Installation is complete.

Headworks Grit System Rehabilitation Project

The project was completed on August 14, 2024.

2024 Treatment Plant Data

The influent flow (MG) chart is attached.

| Flow Percentages | | | |
|----------------------------------|-------------|-------------|---------------|
| <u>Member Agency</u> | <u>June</u> | <u>July</u> | <u>August</u> |
| City of Big Bear Lake | 51.29% | 51.66% | 49.52% |
| Big Bear City CSD | 44.36% | 44.03% | 46.38% |
| County of San Bernardino CSA 53B | 4.35% | 4.31% | 4.10% |

Solar Production

The July and August 2024 monthly performance reports are attached.

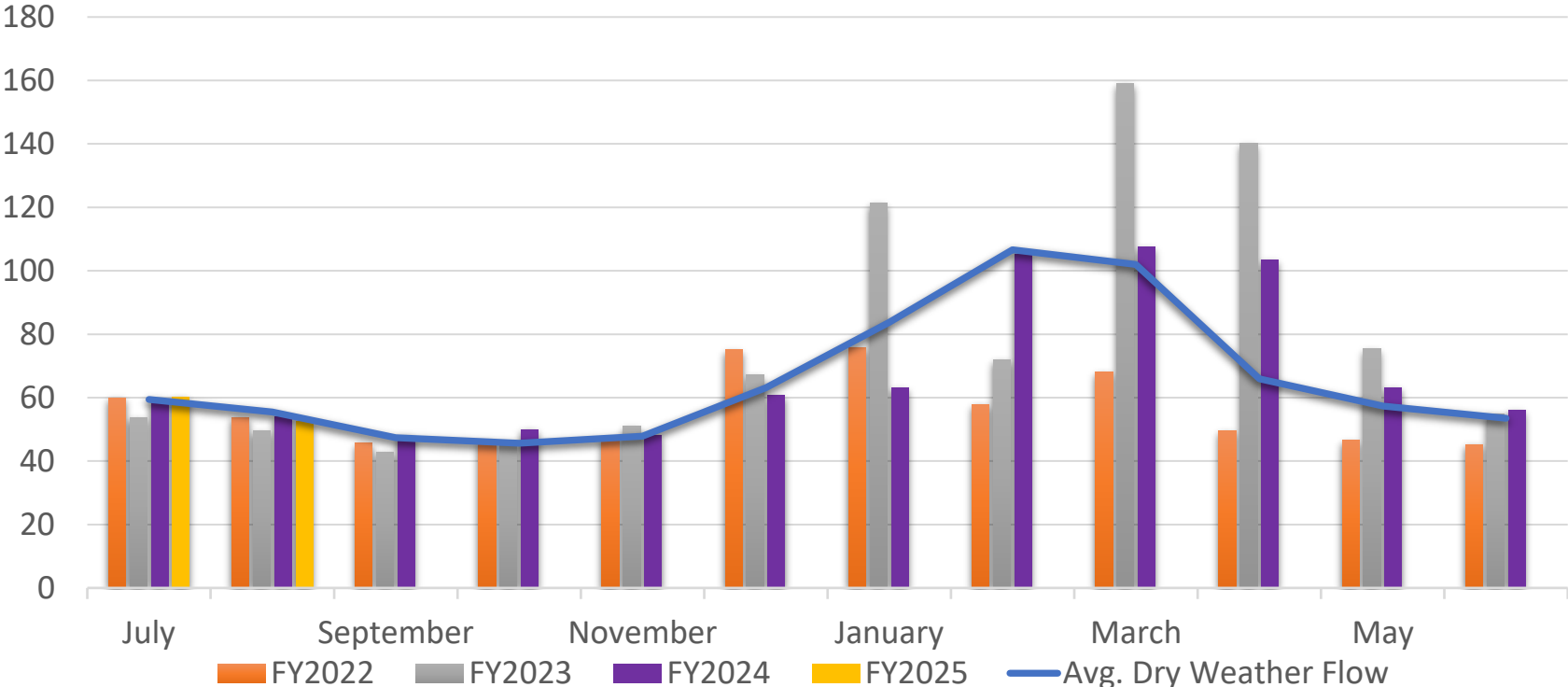
| Actual Net Generation (kWh) | | | | |
|------------------------------------|---------------------|---------------------|---------------------|-------------------|
| Month | FY 2022 | FY 2023 | FY 2024 | FY 2025 |
| July | | 215,598.25 | 285,573.00 | 259,658.50 |
| August | | 229,947.25 | 261,893.00 | 281,198.50 |
| September | | 230,749.75 | 280,457.00 | |
| October | | 276,600.50 | 293,122.50 | |
| November | | 241,524.25 | 247,757.00 | |
| December | 29,294.26 | 190,418.50 | 206,571.00 | |
| January | 212,982.42 | 192,716.50 | 202,574.00 | |
| February | 260,767.19 | 224,106.25 | 204,564.50 | |
| March | 295,923.69 | 269,443.75 | 244,171.50 | |
| April | 319,902.94 | 316,650.00 | 301,025.00 | |
| May | 330,560.38 | 302,288.50 | 311,556.50 | |
| June | 316,253.50 | 287,765.00 | 294,047.50 | |
| Total | 1,765,684.38 | 2,977,808.50 | 3,133,312.50 | 540,857.00 |

Connections

| Month | Connections | | | | | FYE 6/30 | | |
|--------------|--------------------|----------------|----------------|-----------------|----------------|-----------------|------------|----------------|
| | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2025 | CBBL | CSD | CSA 53B |
| July | 3 | 11 | 2 | 5 | 4 | 0 | 4 | 0 |
| August | 12 | 5 | 13 | 4 | 7 | 4 | 3 | 0 |
| September | 3 | 7 | 8 | 69 ¹ | | | | |
| October | 10 | 9 | 6 | 6 | | | | |
| November | 2 | 5 | 4 | 2 | | | | |
| December | 2 | 3 | 2 | 2 | | | | |
| January | 2 | 2 | 0 | 2 | | | | |
| February | 0 | 6 | 0 | 1 | | | | |
| March | 3 | 9 | 2 | 2 | | | | |
| April | 12 | 12 | 4 | 5 | | | | |
| May | 6 | 7 | 8 | 12 | | | | |
| June | <u>13</u> | <u>11</u> | <u>10</u> | <u>8</u> | | | | |
| Total | 68 | 87 | 59 | 118 | 11 | 4 | 7 | 0 |

¹ Hampton Inn in the City of Big Bear Lake was 62 connections.

Influent Flow (MG)





MONTHLY REPORT
July 2024

| | |
|----------------|--|
| Plant Name: | Big Bear Area Regional Wastewater Agency |
| Plant ID: | P-3998 |
| Capacity (DC): | 1660.01 kW |
| Resource: | Solar |
| Address: | 121 Palomino Drive - 92314 Big Bear - California/United States |
| Configuration: | Mohawk, GM CPY |





MONTHLY REPORT

As Contracted Energy Last Month (kWh)

Energy Produced Last Month (kWh)

| Time | Net Generation (kWh) | | |
|-------------|----------------------|------------|---------|
| | A | F | Δ |
| 01 Jul 2024 | 9,930.50 | 6,153.86 | 61.37% |
| 02 Jul 2024 | 9,839.00 | 6,153.86 | 59.88% |
| 03 Jul 2024 | 9,250.00 | 6,153.86 | 50.31% |
| 04 Jul 2024 | 9,016.50 | 6,153.86 | 46.52% |
| 05 Jul 2024 | 9,564.50 | 6,153.86 | 55.42% |
| 06 Jul 2024 | 9,611.00 | 6,153.86 | 56.18% |
| 07 Jul 2024 | 9,526.00 | 6,153.86 | 54.80% |
| 08 Jul 2024 | 9,471.50 | 6,153.86 | 53.91% |
| 09 Jul 2024 | 9,673.50 | 6,153.86 | 57.19% |
| 10 Jul 2024 | 7,929.50 | 6,153.86 | 28.85% |
| 11 Jul 2024 | 7,891.50 | 6,153.86 | 28.24% |
| 12 Jul 2024 | 5,343.50 | 6,153.86 | -13.17% |
| 13 Jul 2024 | 7,228.00 | 6,153.86 | 17.45% |
| 14 Jul 2024 | 6,246.50 | 6,153.86 | 1.51% |
| 15 Jul 2024 | 5,227.00 | 6,153.86 | -15.06% |
| 16 Jul 2024 | 6,619.50 | 6,153.86 | 7.57% |
| 17 Jul 2024 | 7,040.00 | 6,153.86 | 14.40% |
| 18 Jul 2024 | 8,700.50 | 6,153.86 | 41.38% |
| 19 Jul 2024 | 8,274.00 | 6,153.86 | 34.45% |
| 20 Jul 2024 | 7,356.50 | 6,153.86 | 19.54% |
| 21 Jul 2024 | 6,844.50 | 6,153.86 | 11.22% |
| 22 Jul 2024 | 5,931.00 | 6,153.86 | -3.62% |
| 23 Jul 2024 | 5,210.00 | 6,153.86 | -15.34% |
| 24 Jul 2024 | 6,845.50 | 6,153.86 | 11.24% |
| 25 Jul 2024 | 9,638.50 | 6,153.86 | 56.63% |
| 26 Jul 2024 | 9,988.50 | 6,153.86 | 62.31% |
| 27 Jul 2024 | 10,377.00 | 6,153.86 | 68.63% |
| 28 Jul 2024 | 10,430.50 | 6,153.86 | 69.50% |
| 29 Jul 2024 | 10,270.50 | 6,153.86 | 66.90% |
| 30 Jul 2024 | 10,278.50 | 6,153.86 | 67.03% |
| 31 Jul 2024 | 10,105.00 | 6,153.86 | 64.21% |
| Totals | 259,658.50 | 190,769.60 | 36.11% |

| Time | Net Generation (kWh) | | |
|-------------|----------------------|------------|---------|
| | A | F | Δ |
| 01 Jul 2024 | 9,930.50 | 8,549.66 | 16.15% |
| 02 Jul 2024 | 9,839.00 | 8,549.66 | 15.08% |
| 03 Jul 2024 | 9,250.00 | 8,549.66 | 8.19% |
| 04 Jul 2024 | 9,016.50 | 8,549.66 | 5.46% |
| 05 Jul 2024 | 9,564.50 | 8,549.66 | 11.87% |
| 06 Jul 2024 | 9,611.00 | 8,549.66 | 12.41% |
| 07 Jul 2024 | 9,526.00 | 8,549.66 | 11.42% |
| 08 Jul 2024 | 9,471.50 | 8,549.66 | 10.78% |
| 09 Jul 2024 | 9,673.50 | 8,549.66 | 13.14% |
| 10 Jul 2024 | 7,929.50 | 8,549.66 | -7.25% |
| 11 Jul 2024 | 7,891.50 | 8,549.66 | -7.70% |
| 12 Jul 2024 | 5,343.50 | 8,549.66 | -37.50% |
| 13 Jul 2024 | 7,228.00 | 8,549.66 | -15.46% |
| 14 Jul 2024 | 6,246.50 | 8,549.66 | -26.94% |
| 15 Jul 2024 | 5,227.00 | 8,549.66 | -38.86% |
| 16 Jul 2024 | 6,619.50 | 8,549.66 | -22.58% |
| 17 Jul 2024 | 7,040.00 | 8,549.66 | -17.66% |
| 18 Jul 2024 | 8,700.50 | 8,549.66 | 1.76% |
| 19 Jul 2024 | 8,274.00 | 8,549.66 | -3.22% |
| 20 Jul 2024 | 7,356.50 | 8,549.66 | -13.96% |
| 21 Jul 2024 | 6,844.50 | 8,549.66 | -19.94% |
| 22 Jul 2024 | 5,931.00 | 8,549.66 | -30.63% |
| 23 Jul 2024 | 5,210.00 | 8,549.66 | -39.06% |
| 24 Jul 2024 | 6,845.50 | 8,549.66 | -19.93% |
| 25 Jul 2024 | 9,638.50 | 8,549.66 | 12.74% |
| 26 Jul 2024 | 9,988.50 | 8,549.66 | 16.83% |
| 27 Jul 2024 | 10,377.00 | 8,549.66 | 21.37% |
| 28 Jul 2024 | 10,430.50 | 8,549.66 | 22.00% |
| 29 Jul 2024 | 10,270.50 | 8,549.66 | 20.13% |
| 30 Jul 2024 | 10,278.50 | 8,549.66 | 20.22% |
| 31 Jul 2024 | 10,105.00 | 8,549.66 | 18.19% |
| Totals | 259,658.50 | 265,039.32 | -2.03% |



MONTHLY REPORT

Last Three Months Performance

Produced Energy (kWh)

| Time | Net Generation (kWh) | |
|----------|----------------------|------------|
| | F | W |
| Apr 2024 | 266,504.83 | 295,065.17 |
| May 2024 | 291,226.74 | 310,210.32 |
| Jun 2024 | 279,857.80 | 292,160.70 |
| Totals | 837,589.38 | 897,436.19 |

Availability (%) and PR

| Time | Availability (%) | | | Performance Ratio (fraction) | | |
|----------|------------------|-------|-------|------------------------------|------|---------|
| | A | F | Δ | A | F | Δ |
| Apr 2024 | 100.00 | 99.00 | 1.01% | 0.79 | 0.00 | 100.00% |
| May 2024 | 100.00 | 99.00 | 1.01% | 0.71 | 0.00 | 100.00% |
| Jun 2024 | 100.00 | 99.00 | 1.01% | 0.67 | 0.00 | 100.00% |
| Totals | 100.00 | 99.00 | 1.01% | 0.72 | 0.00 | 100.00% |

Closed Events Last 3 Months

Open Events Last 3 Months



MONTHLY REPORT

Definitions

Energy (kwh): Radiant light and heat from the Sun

Irradiation (kwh): The power per unit area produced by the Sun in the form of electromagnetic radiation. The solar irradiance integrated over time is called solar irradiation, solar exposure, or insolation.

Produced Energy (kwh): Energy generated by your system, transferred through an API

As Contracted Energy: (kWh) Energy proposed to be generated by your system contractually

Change (Δ): The % difference between actual and forecasted production

Availability (%): The Max theoretical generation capacity

PR (Performance Ratio): The ratio measured output to the expected output for a given reporting period based on the system name-plate rating



MONTHLY REPORT
August 2024

| | |
|----------------|--|
| Plant Name: | Big Bear Area Regional Wastewater Agency |
| Plant ID: | P-3998 |
| Capacity (DC): | 1660.01 kW |
| Resource: | Solar |
| Address: | 121 Palomino Drive - 92314 Big Bear - California/United States |
| Configuration: | Mohawk, GM CPY |





MONTHLY REPORT

As Contracted Energy Last Month (kWh)

Energy Produced Last Month (kWh)

| Time | Net Generation (kWh) | | |
|---------------|----------------------|-------------------|---------------|
| | A | F | Δ |
| 01 Aug 2024 | 5,553.50 | 6,215.82 | -10.66% |
| 02 Aug 2024 | 5,828.00 | 6,215.82 | -6.24% |
| 03 Aug 2024 | 9,711.00 | 6,215.82 | 56.23% |
| 04 Aug 2024 | 9,421.50 | 6,215.82 | 51.57% |
| 05 Aug 2024 | 7,724.50 | 6,215.82 | 24.27% |
| 06 Aug 2024 | 9,207.50 | 6,215.82 | 48.13% |
| 07 Aug 2024 | 8,442.00 | 6,215.82 | 35.81% |
| 08 Aug 2024 | 9,483.00 | 6,215.82 | 52.56% |
| 09 Aug 2024 | 9,153.00 | 6,215.82 | 47.25% |
| 10 Aug 2024 | 8,492.50 | 6,215.82 | 36.63% |
| 11 Aug 2024 | 9,373.00 | 6,215.82 | 50.79% |
| 12 Aug 2024 | 9,746.50 | 6,215.82 | 56.80% |
| 13 Aug 2024 | 10,092.00 | 6,215.82 | 62.36% |
| 14 Aug 2024 | 10,227.00 | 6,215.82 | 64.53% |
| 15 Aug 2024 | 10,137.00 | 6,215.82 | 63.08% |
| 16 Aug 2024 | 9,988.50 | 6,215.82 | 60.69% |
| 17 Aug 2024 | 9,128.50 | 6,215.82 | 46.86% |
| 18 Aug 2024 | 9,990.00 | 6,215.82 | 60.72% |
| 19 Aug 2024 | 9,963.50 | 6,215.82 | 60.29% |
| 20 Aug 2024 | 9,883.00 | 6,215.82 | 59.00% |
| 21 Aug 2024 | 7,485.50 | 6,215.82 | 20.43% |
| 22 Aug 2024 | 10,092.50 | 6,215.82 | 62.37% |
| 23 Aug 2024 | 10,215.00 | 6,215.82 | 64.34% |
| 24 Aug 2024 | 10,159.00 | 6,215.82 | 63.44% |
| 25 Aug 2024 | 10,062.00 | 6,215.82 | 61.88% |
| 26 Aug 2024 | 10,144.00 | 6,215.82 | 63.20% |
| 27 Aug 2024 | 9,996.00 | 6,215.82 | 60.82% |
| 28 Aug 2024 | 9,954.00 | 6,215.82 | 60.14% |
| 29 Aug 2024 | 9,743.00 | 6,215.82 | 56.75% |
| 30 Aug 2024 | 6,292.00 | 6,215.82 | 1.23% |
| 31 Aug 2024 | 5,510.00 | 6,215.82 | -11.36% |
| Totals | 281,198.50 | 192,690.50 | 45.93% |

| Time | Net Generation (kWh) | | |
|---------------|----------------------|-------------------|--------------|
| | A | F | Δ |
| 01 Aug 2024 | 5,553.50 | 8,561.60 | -35.13% |
| 02 Aug 2024 | 5,828.00 | 8,561.60 | -31.93% |
| 03 Aug 2024 | 9,711.00 | 8,561.60 | 13.43% |
| 04 Aug 2024 | 9,421.50 | 8,561.60 | 10.04% |
| 05 Aug 2024 | 7,724.50 | 8,561.60 | -9.78% |
| 06 Aug 2024 | 9,207.50 | 8,561.60 | 7.54% |
| 07 Aug 2024 | 8,442.00 | 8,561.60 | -1.40% |
| 08 Aug 2024 | 9,483.00 | 8,561.60 | 10.76% |
| 09 Aug 2024 | 9,153.00 | 8,561.60 | 6.91% |
| 10 Aug 2024 | 8,492.50 | 8,561.60 | -0.81% |
| 11 Aug 2024 | 9,373.00 | 8,561.60 | 9.48% |
| 12 Aug 2024 | 9,746.50 | 8,561.60 | 13.84% |
| 13 Aug 2024 | 10,092.00 | 8,561.60 | 17.88% |
| 14 Aug 2024 | 10,227.00 | 8,561.60 | 19.45% |
| 15 Aug 2024 | 10,137.00 | 8,561.60 | 18.40% |
| 16 Aug 2024 | 9,988.50 | 8,561.60 | 16.67% |
| 17 Aug 2024 | 9,128.50 | 8,561.60 | 6.62% |
| 18 Aug 2024 | 9,990.00 | 8,561.60 | 16.68% |
| 19 Aug 2024 | 9,963.50 | 8,561.60 | 16.37% |
| 20 Aug 2024 | 9,883.00 | 8,561.60 | 15.43% |
| 21 Aug 2024 | 7,485.50 | 8,561.60 | -12.57% |
| 22 Aug 2024 | 10,092.50 | 8,561.60 | 17.88% |
| 23 Aug 2024 | 10,215.00 | 8,561.60 | 19.31% |
| 24 Aug 2024 | 10,159.00 | 8,561.60 | 18.66% |
| 25 Aug 2024 | 10,062.00 | 8,561.60 | 17.52% |
| 26 Aug 2024 | 10,144.00 | 8,561.60 | 18.48% |
| 27 Aug 2024 | 9,996.00 | 8,561.60 | 16.75% |
| 28 Aug 2024 | 9,954.00 | 8,561.60 | 16.26% |
| 29 Aug 2024 | 9,743.00 | 8,561.60 | 13.80% |
| 30 Aug 2024 | 6,292.00 | 8,561.60 | -26.51% |
| 31 Aug 2024 | 5,510.00 | 8,561.60 | -35.64% |
| Totals | 281,198.50 | 265,409.71 | 5.95% |



MONTHLY REPORT

Last Three Months Performance

Produced Energy (kWh)

| Time | Net Generation (kWh) | |
|----------|----------------------|------------|
| | F | W |
| May 2024 | 291,226.74 | 310,210.32 |
| Jun 2024 | 279,857.80 | 292,160.70 |
| Jul 2024 | 265,039.32 | 268,339.78 |
| Totals | 836,123.87 | 870,710.80 |

Availability (%) and PR

| Time | Availability (%) | | | Performance Ratio (fraction) | | |
|----------|------------------|-------|-------|------------------------------|------|---------|
| | A | F | Δ | A | F | Δ |
| May 2024 | 100.00 | 99.00 | 1.01% | 0.71 | 0.00 | 100.00% |
| Jun 2024 | 100.00 | 99.00 | 1.01% | 0.67 | 0.00 | 100.00% |
| Jul 2024 | 100.00 | 99.00 | 1.01% | 0.67 | 0.00 | 100.00% |
| Totals | 100.00 | 99.00 | 1.01% | 0.68 | 0.00 | 100.00% |

Closed Events Last 3 Months

Open Events Last 3 Months



MONTHLY REPORT

Definitions

Energy (kwh): Radiant light and heat from the Sun

Irradiation (kwh): The power per unit area produced by the Sun in the form of electromagnetic radiation. The solar irradiance integrated over time is called solar irradiation, solar exposure, or insolation.

Produced Energy (kwh): Energy generated by your system, transferred through an API

As Contracted Energy: (kWh) Energy proposed to be generated by your system contractually

Change (Δ): The % difference between actual and forecasted production

Availability (%): The Max theoretical generation capacity

PR (Performance Ratio): The ratio measured output to the expected output for a given reporting period based on the system name-plate rating

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

Regular Board Meeting Minutes

July 24, 2024

1. CALL TO ORDER

A Regular Meeting of the Governing Board of the Big Bear Area Regional Wastewater Agency was called to order by Chair Miller at 5:00 p.m. on July 24, 2024 at 121 Palomino Drive, Big Bear City, California.

BOARD MEMBERS PRESENT

Jim Miller, Chair

Rick Herrick, Vice-Chair

John Russo, Director

Larry Walsh, Director

BOARD MEMBERS ABSENT

Kendi Segovia, Director

STAFF MEMBERS PRESENT

David Lawrence, General Manager

Christine Bennett, Finance Manager

Bridgette Burton, Administrative Services Manager/Board Secretary

Sonja Kawa, Human Resources Coordinator/Accounting Technician

John Shimmin, Plant Manager

OTHERS

Laine Carlson, Vice-President, Water Systems Consulting, Inc.

Matt Rodrigues, Senior Engineer, Water Systems Consulting, Inc.

Members of the public who signed in included:

J. Bishop, Big Bear City

Joyce Crist, Big Bear City

Joe Cylwik, Fawnskin

Patrice Duncan, Sugarloaf

Jim Eakin

P. Enyart, Sugarloaf

Joseph Kelly

S. Ludecke

John Osborn, Sugarloaf

Bob & Jo Rowe

Tom Sitton

Sandy Steers, Fawnskin

2. PLEDGE OF ALLEGIANCE

Vice-Chair Herrick

3. APPROVAL OF AGENDA

Upon motion by Vice-Chair Herrick, seconded by Director Russo and carried, the Governing Board postponed Items 9.A. and 10.A. to a special meeting on August 12, 2024 at 5:00 p.m. and approved the remainder of the agenda as presented.

Ayes: Herrick, Russo, Walsh, Miller

Noes: None

Absent: Segovia

Abstain: None

4. PUBLIC FORUM

Joyce Crist commented that BBARWA does not have regulatory authority over Big Bear City.

Tom Sitton expressed concerns about majority rule and government control over infrastructure and demanded the water project be stopped.

Sandy Steers asked whether the public would have any input or influence on the Replenish Big Bear design and inquired about the lead time available for reviewing the design.

Daniel Gulbranson commented about the lack of trust in the government, long-term liability, and the final cost of Replenish Big Bear.

Joe Cylwik thanked the Board and management of BBARWA for continuing Replenish Big Bear efforts.

5. PRESENTATION AND INTRODUCTION

5.A. Distinguished Budget Presentation Award, Government Finance Officers Association

The Finance Manager presented the award.

5.B. Replenish Big Bear Summary: Preliminary Pilot Facility Water Quality Testing Presentation and Pilot Report

Matt Rodrigues with Water Systems Consulting, Inc. presented the Preliminary Pilot Facility Water Quality Testing summary, pilot purpose and objectives, background, piloting sequence, data collection, results and findings, and next steps.

The Governing Board asked about the list of tested constituents and constituents of emerging concern, reasons for using drinking water objectives for comparison, duplication of winter temperatures, full-scale flow rate, brine minimization, reverse osmosis membranes, mitigation measures, laboratory testing, permit objectives, and potential impacts on the Program Environmental Impact Report from changes to the treatment process.

Further discussion addressed the process of setting new water quality objectives, future regulations, the water softening process, pilot equipment issues, and performance testing.

6. INFORMATION/COMMITTEE REPORTS

6.A. General Manager's Report

The General Manager highlighted potential changes to the California Uniform Public Construction Cost Accounting Act (CUPCCA) and provided an update on the Lake Pump Station Generator and Fuel System Project.

6.B. Replenish Big Bear Report

The General Manager provided information on the Title XVI grant, the completion of the Water Infrastructure and Finance Innovation Act (WIFIA) loan National Environmental Policy Act (NEPA) process, and an email from George Hanson of Bear Valley Mutual.

The Governing Board inquired whether Bear Valley Mutual had received the pilot presentation and report and requested details about the meeting with San Bernardino County.

6.C. Bear Valley Basin Groundwater Sustainability Agency on June 27, 2024

Chair Miller briefed the Governing Board on the meeting topics, including a presentation on Replenish Big Bear and the budget.

7. CONSENT CALENDAR APPROVED ITEMS

7.A. Meeting Minutes from the May 22, 2024 Special and Regular Meetings

7.B. Monthly Disbursements Report for May and June

7.C. Investment Report Identifying Agency Investments and Reporting Interest Income for May and June

Upon motion by Vice-Chair Herrick seconded by Director Russo and carried, the Governing Board approved the Consent Calendar as presented.

Ayes: Herrick, Russo, Walsh, Miller

Noes: None

Absent: Segovia

Abstain: None

8. ITEMS REMOVED FROM CONSENT CALENDAR

None

9. OLD BUSINESS

9.A. Resolution No. R. 08-2024, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Adopting Environmental Findings and Statement of Overriding Considerations Pursuant to the California Environmental Quality Act, Certifying the Replenish Big Bear Program Final Environmental Impact Report (SCH #2022110595), Adopting the Mitigation Monitoring and Reporting Program, and Approving the Program

This item was postponed to a special meeting on August 12, 2024 at 5:00 p.m.

10. NEW BUSINESS – DISCUSSION/ACTION ITEMS

10.A. Award Contracts for Municipal Advisory and Placement Agent Services and Retain Bond Counsel for Replenish Big Bear Final Design Funding

This item was postponed to a special meeting on August 12, 2024 at 5:00 p.m.

10.B. Resolution No. R. 09-2024, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Approving the Force Main Slip Lining Project and Finding the Project Exempt from the California Environmental Quality Act Pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and Authorization to Advertise and Solicit Bids

The General Manager provided details on the Force Main Slip Lining Project.

The Governing Board asked about the engineer’s estimate, the age of the force main, the anticipated timeline and funding, and confirmed the total number of force main repairs.

Upon motion by Vice-Chair Herrick, seconded by Director Russo and carried, the Governing Board adopted Resolution No. R, 09-2024, directed staff to file a Notice of Exemption within five (5) working days of this approval and authorized the General Manager to advertise and solicit bids from qualified contractors to perform contracted services for the Force Main Slip Lining Project.

Ayes: Herrick, Russo, Walsh, Miller
Noes: None
Absent: Segovia
Abstain: None

11. COMMENTS AND ANNOUNCEMENTS

11.A. General Manager Comments

None

11.B. Governing Board Member Comments

The Governing Board commented on the 36 billion gallons of water going to Lucerne Valley, Big Bear Lake evaporation, and the upcoming Tour de Big Bear.

12. ADJOURNMENT

With no further business before the Governing Board, Chair Miller adjourned the meeting at 6:43 p.m.

ATTEST: _____
Bridgette Burton, Secretary to the Governing Board
Big Bear Area Regional Wastewater Agency

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

Special Board Meeting Minutes

August 12, 2024

1. CALL TO ORDER

A Special Meeting of the Governing Board of the Big Bear Area Regional Wastewater Agency was called to order by Chair Miller at 5:00 p.m. on August 12, 2024, at 121 Palomino Drive, Big Bear City, California.

BOARD MEMBERS PRESENT

Jim Miller, Chair

Rick Herrick, Vice-Chair

John Russo, Director

Kendi Segovia, Director

Larry Walsh, Director

BOARD MEMBERS ABSENT

None

STAFF MEMBERS PRESENT

David Lawrence, General Manager

Christine Bennett, Finance Manager

Bridgette Burton, Administrative Services Manager/Board Secretary

Sonja Kawa, Human Resources Coordinator/Accounting Technician

OTHERS

Laine Carlson, Vice-President, Water Systems Consulting, Inc.

Kaitlyn Dodson-Hamilton, Vice-President, Tom Dodson & Associates

Glenn Jacklin, General Manager, Big Bear City Community Services District

Megan Kilmer, Associate, Best Best & Krieger, LLP

Reggie Lamson, General Manager, City of Big Bear Lake Department of Water and Power

Charity Schiller, Partner, Best Best & Krieger, LLP

Ward Simmons, Partner, Best Best & Krieger, LLP

Members of the public who signed in included:

Joyce Crist, Big Bear City

Patrice Duncan, Sugarloaf

Pat Enyart, Sugarloaf

Dan Gulbranson, Big Bear Lake

John Osbourne

Sandy Steers, Fawnskin

Bob Ybarra, Sugarloaf

2. PLEDGE OF ALLEGIANCE

Director Segovia

3. APPROVAL OF AGENDA

Upon motion by Director Russo, seconded by Director Segovia and carried, the Governing Board moved 5.A. to the first item of the agenda and approved the remainder of the agenda as presented.

Ayes: Herrick, Russo, Segovia, Walsh, Miller

Noes: None

Absent: None

Abstain: None

5. OLD BUSINESS

5.A. Resolution No. R. 08-2024, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Adopting Environmental Findings and Statement of Overriding Considerations Pursuant to the California Environmental Quality Act, Certifying the Replenish Big Bear Program Final Environmental Impact Report (SCH #2022110595), Adopting the Mitigation Monitoring and Reporting Program, and Approving the Program

The General Manager stated there is no presentation on this item since it was continued from a previous meeting.

Sandy Steers commented that she had more questions and was confused as to why this item could not be considered after the design.

Daniel Gulbranson commented about the cost and direction of Replenish Big Bear.

Joyce Crist encouraged the Board to vote no on the EIR and Replenish Big Bear.

Tom Sitton commented about voting on Replenish Big Bear and demanded the project be stopped.

The Governing Board questioned the process to ensure environmental concerns are addressed in the final design, mitigation measures for the evaporation ponds to protect birds and control dust, and grant funds for the Final Program Environmental Impact Report.

Vice-Chair Herrick motioned to adopt Resolution No. R. 08-2024; direct staff to schedule a Replenish Big Bear Committee meeting to review the final design and a Governing Board workshop at least 30 days prior to Governing Board consideration; and direct staff to add a Replenish Big Bear mitigation monitoring checklist to its annual inspection process, include the checklist in the first meeting agenda packet of each fiscal year, and post it on the BBARWA website. The motion was seconded by Chair Miller. The motion did not pass.

Ayes: Herrick, Miller
Noes: Russo, Segovia, Walsh
Absent: None
Abstain: None

4. CLOSED SESSION

4.A. Public Employee Performance Evaluation
Pursuant to Government Code Section 54957(b)(1)
Title: General Manager

The Governing Board entered closed session at 5:26 p.m. The meeting was reconvened at 6:58 p.m. There was no reportable action.

6. NEW BUSINESS

6.A. Award Contracts for Municipal Advisory and Placement Agent Services and Retain Bond Counsel for Replenish Big Bear Final Design Funding

Upon motion by Vice Chair Herrick, seconded by Director Segovia and carried, the Governing Board tabled this item indefinitely.

Ayes: Herrick, Russo, Segovia, Walsh, Miller
Noes: None
Absent: None
Abstain: None

6.B. Award Contract for the Force Main Slip Lining Project and Reallocate \$595,076 from the Capital Improvement Plan

The General Manager presented this item.

The Governing Board clarified that this item is being published for competitive bidding and discussed that the total project cost was not previously anticipated. The Governing Board reviewed the pipeline age, miles of force main in the Big Bear Valley, and the not-to-exceed project cost as noted in the staff report. Further discussion clarified the work completed to prepare the project for bidding.

Additionally, the Governing Board inquired about the force main to Lucerne Valley, including its estimated repair or replacement cost, and expressed concern about the challenges of obtaining a permit from the Forest Service for repairs or replacement of the line.

Daniel Gulbranson raised questions about various aspects of the project, including contracts and the competitive bidding process, and indicated that he would be monitoring the project closely.

Tom Sitton commented about planning and performance.

Upon motion by Director Segovia seconded by Director Russo and carried, the Governing Board reallocated \$595,076 from the following Capital Improvement Plan Projects: FY 24 Oxidation Ditch Wall Carryover, 1989 Dump Truck Replacement, Loader, Sludge Building - Siding, Sludge Building – Roofing Sheet Metal, OAC Roof, and Admin Building – HVAC Chiller Projects; directed staff to engage Water Systems Consulting, Inc. for engineering services for the Force Main Slip Lining Project, not to exceed \$40,000; directed staff to award a contract to the lowest responsive and responsible bidder for the Force Main Slip Lining Project, not to exceed \$1,317,645; and authorized the General Manager to negotiate and execute the contract documents.

Ayes: Herrick, Russo, Segovia, Walsh, Miller
Noes: None
Absent: None
Abstain: None

6.C. Adjourn the August 28, 2024 Regular Board Meeting

Upon motion by Vice Chair Herrick seconded by Chair Miller and carried, the Governing Board adjourned the August 28, 2024 regular board meeting.

Ayes: Herrick, Russo, Segovia, Walsh, Miller
Noes: None
Absent: None
Abstain: None

7. COMMENTS AND ANNOUNCEMENTS

7.A. General Manager Comments

None

7.B. Governing Board Member Comments

None

8. ADJOURNMENT

With no further business before the Governing Board, Chair Miller adjourned the meeting at 7:14 p.m.

ATTEST: _____
Bridgette Burton, Secretary to the Governing Board
Big Bear Area Regional Wastewater Agency



Big Bear Area Regional
Wastewater Agency

Jim Miller – Chair
Rick Herrick – Vice-Chair
John Russo – Director
Kendi Segovia – Director
Larry Walsh – Director

AGENDA ITEM: 7.B.

MEETING DATE: September 25, 2024

TO: Governing Board of the Big Bear Area Regional Wastewater Agency

FROM: David Lawrence, P.E., General Manager

PREPARED BY: Christine Bennett, Finance Manager

SUBJECT: Monthly Disbursements Report

BACKGROUND:

Attached is the Agency's July through August check register which reflects accounts paid during that period.

FINANCIAL IMPACT:

There is no financial impact. The funds have previously been appropriated.

RECOMMENDATION:

Informational

Big Bear Area Regional Wastewater Agency
Check Register
For the Period From Jul 1, 2024 to Aug 31, 2024

| Check # | Date | Payee | Cash Account | Amount |
|----------------|-------------|---|---------------------|---------------|
| 24191 | 7/8/24 | VC3, INC. | 1000-20 | 2,827.04 |
| 24192 | 7/8/24 | AMAZON CAPITAL SERVICES | 1000-20 | 451.58 |
| 24193 | 7/8/24 | VESTIS | 1000-20 | 1,182.98 |
| 24194 | 7/8/24 | BEST BEST & KRIEGER LLP | 1000-20 | 6,991.14 |
| 24195 | 7/8/24 | BIG BEAR CITY COMMUNITY SERVICES DIST. | 1000-20 | 1,228.95 |
| 24196 | 7/8/24 | BIG BEAR FIRE DEPARTMENT | 1000-20 | 75.00 |
| 24197 | 7/8/24 | ROBIN A. BRADLEY | 1000-20 | 150.00 |
| 24198 | 7/8/24 | BRAX COMPANY, INC. | 1000-20 | 12,998.97 |
| 24199 | 7/8/24 | BUTCHER'S BLOCK & BUILDING | 1000-20 | 43.05 |
| 24200 | 7/8/24 | BEAR VALLEY ELECTRIC | 1000-20 | 10,146.47 |
| 24201 | 7/8/24 | COSTCO MEMBERSHIP | 1000-20 | 60.00 |
| 24202 | 7/8/24 | CWEA TCP/MEMBERSHIP | 1000-20 | 751.00 |
| 24203 | 7/8/24 | DIY HOME CENTER-BIG BEAR | 1000-20 | 14.81 |
| 24204 | 7/8/24 | TOM DODSON & ASSOCIATES | 1000-20 | 4,359.78 |
| 24205 | 7/8/24 | DISTRIBUTED SOLAR DEVELOPMENT, LLC | 1000-20 | 22,553.44 |
| 24206 | 7/8/24 | DIRECT TV | 1000-20 | 39.37 |
| 24207 | 7/8/24 | DEPARTMENT OF WATER & POWER | 1000-20 | 50.70 |
| 24208 | 7/8/24 | ECS IMAGING, INC. | 1000-20 | 2,075.00 |
| 24209 | 7/8/24 | CALPERS EDUCATIONAL FORUM 2024 | 1000-20 | 1,098.00 |
| 24210 | 7/8/24 | FLYERS ENERGY | 1000-20 | 1,215.30 |
| 24211 | 7/8/24 | FRONTIER COMMUNICATIONS | 1000-20 | 1,242.05 |
| 24212 | 7/8/24 | GRAINGER | 1000-20 | 337.70 |
| 24214 | 7/8/24 | MCMASTER-CARR SUPPLY COMPANY | 1000-20 | 3,535.95 |
| 24215 | 7/8/24 | NATIVESCAPES INC | 1000-20 | 460.00 |
| 24216 | 7/8/24 | NHA ADVISORS, LLC | 1000-20 | 2,212.50 |
| 24217 | 7/8/24 | NUTRIEN AG SOLUTIONS, INC. | 1000-20 | 2,489.89 |
| 24218 | 7/8/24 | PETTY CASH | 1000-20 | 301.90 |
| 24219 | 7/8/24 | PHIL'S AUTOMOTIVE | 1000-20 | 963.93 |
| 24220 | 7/8/24 | PRECISE WEIGHING SYSTEMS, INC. | 1000-20 | 500.00 |
| 24221 | 7/8/24 | SAFETY-KLEEN SYSTEMS, INC. | 1000-20 | 428.85 |
| 24222 | 7/8/24 | SOUTH COAST AQMD | 1000-20 | 8,379.92 |
| 24223 | 7/8/24 | SDRMA | 1000-20 | 267,129.66 |
| 24224 | 7/8/24 | RYAN R. ABELN | 1000-20 | 10,559.52 |
| 24225 | 7/8/24 | SPECTRUM BUSINESS | 1000-20 | 1,023.93 |
| 24226 | 7/8/24 | STREAMLINE | 1000-20 | 4,500.00 |
| 24227 | 7/8/24 | TWIN BEAR EQUIPMENT RENTAL, INC | 1000-20 | 218.78 |
| 24228 | 7/8/24 | USA BLUEBOOK | 1000-20 | 42.84 |
| 24229 | 7/8/24 | UNDERGROUND SERVICE ALERT | 1000-20 | 216.06 |
| 24230 | 7/8/24 | VIKING MAINTENANCE SERVICES, LLC | 1000-20 | 1,445.00 |
| 24231 | 7/8/24 | VICTORVILLE MOTORS | 1000-20 | 3,390.59 |
| 24232 | 7/8/24 | WATER SYSTEMS CONSULTING, INC. | 1000-20 | 9,345.00 |
| 24239 | 7/22/24 | AMAZON CAPITAL SERVICES | 1000-20 | 919.02 |
| 24240 | 7/22/24 | ASBURY ENVIRONMENTAL SERVICES | 1000-20 | 185.00 |
| 24241 | 7/22/24 | BUSINESS CARD | 1000-20 | 1,623.09 |
| 24242 | 7/22/24 | BEAR VALLEY FIRE PROTECTION, INC. | 1000-20 | 731.75 |
| 24243 | 7/22/24 | CLINICAL LAB OF SAN BERNARDINO | 1000-20 | 392.50 |
| 24244 | 7/22/24 | COUNTY OF SAN BERNARDINO SOLID WASTE MN | 1000-20 | 399.43 |
| 24245 | 7/22/24 | TOM DODSON & ASSOCIATES | 1000-20 | 367.50 |
| 24246 | 7/22/24 | GRAINGER | 1000-20 | 36.53 |
| 24247 | 7/22/24 | HUGHESNET | 1000-20 | 489.02 |
| 24248 | 7/22/24 | LAKESIDE EQUIPMENT CORP | 1000-20 | 9,341.93 |

| Check # | Date | Payee | Cash Account | Amount |
|---------|---------|---|--------------|------------|
| 24249 | 7/22/24 | MCMaster-CARR SUPPLY COMPANY | 1000-20 | 150.00 |
| 24250 | 7/22/24 | MCR TECHNOLOGIES, INC. | 1000-20 | 3,555.75 |
| 24251 | 7/22/24 | RANDY J. SPITZ | 1000-20 | 123.96 |
| 24252 | 7/22/24 | PHIL'S AUTOMOTIVE | 1000-20 | 205.50 |
| 24253 | 7/22/24 | POLYDYNE INC | 1000-20 | 4,232.36 |
| 24254 | 7/22/24 | READY REFRESH | 1000-20 | 258.11 |
| 24255 | 7/22/24 | RINGCENTRAL INC. | 1000-20 | 404.49 |
| 24256 | 7/22/24 | ROBERTSON'S | 1000-20 | 479.49 |
| 24257 | 7/22/24 | SOUTHERN CALIFORNIA EDISON | 1000-20 | 28.25 |
| 24258 | 7/22/24 | RYAN R. ABELN | 1000-20 | 1,529.75 |
| 24259 | 7/22/24 | SOUTHWEST GAS | 1000-20 | 214.19 |
| 24260 | 7/22/24 | STATE WATER RESOURCES CONTROL BOARD | 1000-20 | 5,525.00 |
| 24261 | 7/22/24 | SYNAGRO-WWT, INC. | 1000-20 | 28,047.97 |
| 24262 | 7/22/24 | USA BLUEBOOK | 1000-20 | 201.65 |
| 24263 | 7/22/24 | VERIZON WIRELESS | 1000-20 | 237.42 |
| 24264 | 7/22/24 | WATER SYSTEMS CONSULTING, INC. | 1000-20 | 126,001.76 |
| 24269 | 8/8/24 | AMAZON CAPITAL SERVICES | 1000-20 | 540.14 |
| 24270 | 8/8/24 | BEST BEST & KRIEGER LLP | 1000-20 | 8,196.10 |
| 24271 | 8/8/24 | BIG BEAR CITY COMMUNITY SERVICES DIST. | 1000-20 | 481.12 |
| 24272 | 8/8/24 | BRAX COMPANY, INC. | 1000-20 | 642.63 |
| 24273 | 8/8/24 | BUTCHER'S BLOCK & BUILDING | 1000-20 | 272.63 |
| 24274 | 8/8/24 | BEAR VALLEY ELECTRIC | 1000-20 | 9,698.62 |
| 24275 | 8/8/24 | DADDY'S PEST CONTROL | 1000-20 | 150.00 |
| 24276 | 8/8/24 | DIY HOME CENTER-BIG BEAR | 1000-20 | 639.88 |
| 24277 | 8/8/24 | DISTRIBUTED SOLAR DEVELOPMENT, LLC | 1000-20 | 19,914.81 |
| 24278 | 8/8/24 | DIRECT TV | 1000-20 | 39.37 |
| 24279 | 8/8/24 | FILMTEC CORPORATION | 1000-20 | 41,753.13 |
| 24280 | 8/8/24 | DEPARTMENT OF WATER & POWER | 1000-20 | 52.73 |
| 24281 | 8/8/24 | FAMCON PIPE & SUPPLY, INC. | 1000-20 | 310.67 |
| 24282 | 8/8/24 | FEDEX | 1000-20 | 30.64 |
| 24283 | 8/8/24 | FERGUSON WATERWORKS #1083 | 1000-20 | 99,429.87 |
| 24284 | 8/8/24 | FLYERS ENERGY | 1000-20 | 1,399.65 |
| 24285 | 8/8/24 | FRONTIER COMMUNICATIONS | 1000-20 | 1,253.85 |
| 24286 | 8/8/24 | GEIGER SUPPLY, INC | 1000-20 | 192.66 |
| 24287 | 8/8/24 | GOVERNMENT FINANCE OFFICERS ASSN | 1000-20 | 135.00 |
| 24288 | 8/8/24 | GRAINGER | 1000-20 | 721.12 |
| 24289 | 8/8/24 | HACH COMPANY | 1000-20 | 122.60 |
| 24290 | 8/8/24 | HUGHESNET | 1000-20 | 101.52 |
| 24291 | 8/8/24 | INTERNATIONAL INSTITUTE OF MUNICIPAL | 1000-20 | 225.00 |
| 24292 | 8/8/24 | THE LITTLE GREEN HOUSE FLORIST | 1000-20 | 70.58 |
| 24293 | 8/8/24 | MALLORY SAFETY & SUPPLY LLC | 1000-20 | 583.12 |
| 24294 | 8/8/24 | MCR TECHNOLOGIES, INC. | 1000-20 | 1,656.60 |
| 24295 | 8/8/24 | NATIVESCAPES INC | 1000-20 | 460.00 |
| 24296 | 8/8/24 | PHIL'S AUTOMOTIVE | 1000-20 | 119.70 |
| 24297 | 8/8/24 | QUILL | 1000-20 | 220.88 |
| 24298 | 8/8/24 | RDO EQUIPMENT CO. | 1000-20 | 289.08 |
| 24299 | 8/8/24 | R.I.C. CONSTRUCTION CO., INC. | 1000-20 | 52,856.10 |
| 24300 | 8/8/24 | ROI ENGINEERING LLC | 1000-20 | 2,020.00 |
| 24301 | 8/8/24 | SAN BERNARDINO COUNTY FIRE PROTECTION D | 1000-20 | 1,395.00 |
| 24302 | 8/8/24 | RYAN R. ABELN | 1000-20 | 22,800.00 |
| 24303 | 8/8/24 | SOUTHLAND PIPE CORP. | 1000-20 | 3,760.48 |
| 24304 | 8/8/24 | SPECTRUM BUSINESS | 1000-20 | 1,023.93 |
| 24305 | 8/8/24 | USA BLUEBOOK | 1000-20 | 329.98 |
| 24306 | 8/8/24 | UNDERGROUND SERVICE ALERT | 1000-20 | 329.35 |
| 24307 | 8/8/24 | VC3, INC. | 1000-20 | 2,819.04 |
| 24308 | 8/8/24 | VESTIS | 1000-20 | 2,495.50 |

| Check # | Date | Payee | Cash Account | Amount |
|--------------|---------|---|--------------|--------------------------|
| 24309 | 8/8/24 | VIKING MAINTENANCE SERVICES, LLC | 1000-20 | 1,445.00 |
| 24310 | 8/8/24 | SMARTSIGHTS, LLC | 1000-20 | 1,450.00 |
| 24311 | 8/8/24 | WINZER CORP | 1000-20 | 708.54 |
| 24316 | 8/8/24 | RICHARD T. HERRICK | 1000-20 | 150.00 |
| 24319 | 8/8/24 | JAMES J. MILLER | 1000-20 | 150.00 |
| 24320 | 8/8/24 | JOHN J. RUSSO | 1000-20 | 150.00 |
| ACH 24228 | 8/12/24 | LAWRENCE C. WALSH | 1000-20 | 150.00 |
| 24322 | 8/22/24 | ALL PROTECTION ALARM | 1000-20 | 1,281.90 |
| 24323 | 8/22/24 | BEST WINDOWS & DOORS | 1000-20 | 8,337.28 |
| 24324 | 8/22/24 | BUSINESS CARD | 1000-20 | 3,970.83 |
| 24325 | 8/22/24 | CLINICAL LAB OF SAN BERNARDINO | 1000-20 | 115.00 |
| 24326 | 8/22/24 | COUNTY OF SAN BERNARDINO SOLID WASTE MN | 1000-20 | 565.93 |
| 24327 | 8/22/24 | FAMCON PIPE & SUPPLY, INC. | 1000-20 | 336.18 |
| 24328 | 8/22/24 | GRAINGER | 1000-20 | 56.61 |
| 24329 | 8/22/24 | BEAR VALLEY BASIN GSA | 1000-20 | 170.60 |
| 24331 | 8/22/24 | MCMASTER-CARR SUPPLY COMPANY | 1000-20 | 480.38 |
| 24332 | 8/22/24 | RANDY J. SPITZ | 1000-20 | 115.44 |
| 24333 | 8/22/24 | NHA ADVISORS, LLC | 1000-20 | 1,906.25 |
| 24334 | 8/22/24 | PITNEY BOWES BANK, INC. | 1000-20 | 500.00 |
| 24335 | 8/22/24 | POLYDYNE INC | 1000-20 | 4,232.36 |
| 24336 | 8/22/24 | READY REFRESH | 1000-20 | 300.58 |
| 24337 | 8/22/24 | RINGCENTRAL INC. | 1000-20 | 404.49 |
| 24338 | 8/22/24 | ROBERTSON'S | 1000-20 | 658.35 |
| 24339 | 8/22/24 | SOUTHERN CALIFORNIA EDISON | 1000-20 | 47.10 |
| 24340 | 8/22/24 | RYAN R. ABELN | 1000-20 | 15,003.74 |
| 24341 | 8/22/24 | SOUTHWEST GAS | 1000-20 | 160.57 |
| 24342 | 8/22/24 | SYNAGRO-WWT, INC. | 1000-20 | 27,840.64 |
| 24343 | 8/22/24 | USA BLUEBOOK | 1000-20 | 315.92 |
| 24344 | 8/22/24 | VC3, INC. | 1000-20 | 2,827.04 |
| 24345 | 8/22/24 | VERIZON WIRELESS | 1000-20 | 237.42 |
| 24346 | 8/22/24 | WATER SYSTEMS CONSULTING, INC. | 1000-20 | 1,081.25 |
| 24347 | 8/22/24 | RICHARD T. HERRICK | 1000-20 | 150.00 |
| 24348 | 8/22/24 | JAMES J. MILLER | 1000-20 | 150.00 |
| 24349 | 8/22/24 | JOHN J. RUSSO | 1000-20 | 150.00 |
| ACH 24238 | 8/26/24 | KENDI J. SEGOVIA | 1000-20 | 150.00 |
| ACH 24239 | 8/26/24 | LAWRENCE C. WALSH | 1000-20 | 150.00 |
| Total | | | | <u>928,150.55</u> |

Personnel Expenditures (e.g., benefits) are not included in this report.

Big Bear Area Regional Wastewater Agency
Check Register by Expenditure Account
For the Period From Jul 1, 2024 to Aug 31, 2024

| Account # | Check # | Date | Trans Description | Account Description | Amount |
|-------------------------------|----------------|-------------|------------------------------------|---------------------------------------|------------------|
| Power | | | | | |
| 6100-05 | 24205 | 7/8/24 | DISTRIBUTED SOLAR DEVELOPMENT, LLC | Solar Purchases | 22,553.44 |
| 6100-05 | 24277 | 8/8/24 | DISTRIBUTED SOLAR DEVELOPMENT, LLC | Solar Purchases | 19,914.81 |
| 6100-10 | 24259 | 7/22/24 | SOUTHWEST GAS | Fuel for Power Production | 36.11 |
| 6100-10 | 24341 | 8/22/24 | SOUTHWEST GAS | Fuel for Power Production | 25.00 |
| 6100-11 | 24259 | 7/22/24 | SOUTHWEST GAS | Gas Administration Building | 132.01 |
| 6100-11 | 24341 | 8/22/24 | SOUTHWEST GAS | Gas Administration Building | 105.36 |
| 6100-12 | 24259 | 7/22/24 | SOUTHWEST GAS | Gas Treatment Plant | 46.07 |
| 6100-12 | 24341 | 8/22/24 | SOUTHWEST GAS | Gas Treatment Plant | 30.21 |
| 6100-20 | 24200 | 7/8/24 | BEAR VALLEY ELECTRIC | Electricity - Treatment Plant | 6,506.43 |
| 6100-20 | 24274 | 8/8/24 | BEAR VALLEY ELECTRIC | Electricity - Treatment Plant | 6,814.20 |
| 6100-21 | 24200 | 7/8/24 | BEAR VALLEY ELECTRIC | Electricity - Stations | 3,630.88 |
| 6100-21 | 24274 | 8/8/24 | BEAR VALLEY ELECTRIC | Electricity - Stations | 2,859.59 |
| 6100-22 | 24200 | 7/8/24 | BEAR VALLEY ELECTRIC | Electricity - Administration Building | 9.16 |
| 6100-22 | 24274 | 8/8/24 | BEAR VALLEY ELECTRIC | Electricity - Administration Building | 24.83 |
| 6100-23 | 24257 | 7/22/24 | SOUTHERN CALIFORNIA EDISON | Electricity - Lucerne Valley | 28.25 |
| 6100-23 | 24339 | 8/22/24 | SOUTHERN CALIFORNIA EDISON | Electricity - Lucerne Valley | 47.10 |
| Total Power | | | | | 62,763.45 |
| Sludge Removal | | | | | |
| 6200-00 | 24261 | 7/22/24 | SYNAGRO-WWT, INC. | Sludge Removal | 28,047.97 |
| 6200-00 | 24342 | 8/22/24 | SYNAGRO-WWT, INC. | Sludge Removal | 27,840.64 |
| Total Sludge Removal | | | | | 55,888.61 |
| Chemicals | | | | | |
| 6300-10 | 24217 | 7/8/24 | NUTRIEN AG SOLUTIONS, INC. | Odor Control - Disinfectant | 2,489.89 |
| 6300-20 | 24253 | 7/22/24 | POLYDYNE INC | Polymer | 4,232.36 |
| 6300-20 | 24335 | 8/22/24 | POLYDYNE INC | Polymer | 4,232.36 |
| 6300-30 | 24228 | 7/8/24 | USA BLUEBOOK | Laboratory Reagents | 42.84 |
| 6300-30 | 24289 | 8/8/24 | HACH COMPANY | Laboratory Reagents | 122.60 |
| 6300-30 | 24343 | 8/22/24 | USA BLUEBOOK | Laboratory Reagents | 220.31 |
| Total Chemicals | | | | | 11,340.36 |
| Materials and Supplies | | | | | |
| 6400-10 | 24192 | 7/8/24 | AMAZON CAPITAL SERVICES | Office Supplies | 136.76 |
| 6400-10 | 24208 | 7/8/24 | ECS IMAGING, INC. | Laserfiche Support | 2,075.00 |
| 6400-10 | 24218 | 7/8/24 | PETTY CASH | Meeting Provisions | 301.90 |
| 6400-10 | 24239 | 7/22/24 | AMAZON CAPITAL SERVICES | Office/Janitorial Supplies | 362.72 |

| Account # | Check # | Date | Trans Description | Account Description | Amount |
|------------------|----------------|-------------|-----------------------------------|---|---------------|
| 6400-10 | 24241 | 7/22/24 | BUSINESS CARD | Meeting Provisions, Safety Incentive Awards Event | 715.71 |
| 6400-10 | 24251 | 7/22/24 | RANDY J. SPITZ | Office Supplies | 123.96 |
| 6400-10 | 24254 | 7/22/24 | READY REFRESH | Bottled Water | 258.11 |
| 6400-10 | 24269 | 8/8/24 | AMAZON CAPITAL SERVICES | Office/Janitorial Supplies | 139.83 |
| 6400-10 | 24282 | 8/8/24 | FEDEX | Shipping | 30.64 |
| 6400-10 | 24292 | 8/8/24 | THE LITTLE GREEN HOUSE FLORIST | Employee Recognition | 70.58 |
| 6400-10 | 24297 | 8/8/24 | QUILL | Office Supplies | 220.88 |
| 6400-10 | 24324 | 8/22/24 | BUSINESS CARD | Office/Janitorial Supplies, Meeting Provisions | 1,014.62 |
| 6400-10 | 24332 | 8/22/24 | RANDY J. SPITZ | Office Supplies | 115.44 |
| 6400-10 | 24334 | 8/22/24 | PITNEY BOWES BANK, INC. | Postage | 500.00 |
| 6400-10 | 24336 | 8/22/24 | READY REFRESH | Bottled Water | 300.58 |
| 6400-20 | 24199 | 7/8/24 | BUTCHER'S BLOCK & BUILDING | Safety Supplies | 43.05 |
| 6400-20 | 24242 | 7/22/24 | BEAR VALLEY FIRE PROTECTION, INC. | Safety Supplies | 731.75 |
| 6400-20 | 24269 | 8/8/24 | AMAZON CAPITAL SERVICES | Safety Signs | 280.00 |
| 6400-20 | 24288 | 8/8/24 | GRAINGER | Safety Footwear | 28.10 |
| 6400-20 | 24324 | 8/22/24 | BUSINESS CARD | Safety Footwear | 404.01 |
| 6400-25 | 24250 | 7/22/24 | MCR TECHNOLOGIES, INC. | Laboratory Supplies | 840.45 |
| 6400-25 | 24262 | 7/22/24 | USA BLUEBOOK | Laboratory Supplies | 201.65 |
| 6400-25 | 24343 | 8/22/24 | USA BLUEBOOK | Laboratory Supplies | 95.61 |
| 6400-26 | 24210 | 7/8/24 | FLYERS ENERGY | Fuel | 1,215.30 |
| 6400-26 | 24284 | 8/8/24 | FLYERS ENERGY | Fuel | 1,399.65 |
| 6400-27 | 24240 | 7/22/24 | ASBURY ENVIRONMENTAL SERVICES | Oil Disposal | 185.00 |
| 6400-27 | 24298 | 8/8/24 | RDO EQUIPMENT CO. | Equipment Maintenance | 289.08 |
| 6400-30 | 24221 | 7/8/24 | SAFETY-KLEEN SYSTEMS, INC. | Degreasers and Solvents | 428.85 |
| 6400-30 | 24311 | 8/8/24 | WINZER CORP | Degreasers and Solvents | 259.31 |
| 6400-40 | 24192 | 7/8/24 | AMAZON CAPITAL SERVICES | Miscellaneous Supplies | 314.82 |
| 6400-40 | 24269 | 8/8/24 | AMAZON CAPITAL SERVICES | Miscellaneous Supplies | 120.31 |
| 6400-40 | 24273 | 8/8/24 | BUTCHER'S BLOCK & BUILDING | Miscellaneous Supplies | 39.38 |
| 6400-40 | 24276 | 8/8/24 | DIY HOME CENTER-BIG BEAR | Miscellaneous Supplies | 78.74 |
| 6400-40 | 24305 | 8/8/24 | USA BLUEBOOK | Miscellaneous Supplies | 329.98 |
| 6400-40 | 24311 | 8/8/24 | WINZER CORP | Miscellaneous Supplies | 185.06 |
| 6400-40 | 24324 | 8/22/24 | BUSINESS CARD | Uniform Laundry Supplies | 36.61 |
| 6400-40 | 24328 | 8/22/24 | GRAINGER | Gauge and Seal Assembly | 56.61 |
| 6400-50 | 24256 | 7/22/24 | ROBERTSON'S | Ground Maint Supplies | 479.49 |
| 6400-50 | 24273 | 8/8/24 | BUTCHER'S BLOCK & BUILDING | Ground Maint Supplies | 233.25 |
| 6400-50 | 24276 | 8/8/24 | DIY HOME CENTER-BIG BEAR | Ground Maint Supplies | 75.59 |
| 6400-60 | 24311 | 8/8/24 | WINZER CORP | Electrical Supplies | 154.53 |
| 6400-75 | 24239 | 7/22/24 | AMAZON CAPITAL SERVICES | Tools | 556.30 |
| 6400-75 | 24246 | 7/22/24 | GRAINGER | Tools | 36.53 |
| 6400-75 | 24311 | 8/8/24 | WINZER CORP | Tools | 109.64 |
| 6400-80 | 24203 | 7/8/24 | DIY HOME CENTER-BIG BEAR | Plumbing Supplies | 14.81 |

| Account # | Check # | Date | Trans Description | Account Description | Amount |
|---------------------------------------|----------------|-------------|---|---|------------------|
| 6400-80 | 24214 | 7/8/24 | MCMASTER-CARR SUPPLY COMPANY | Plumbing Supplies | 3,353.97 |
| 6400-80 | 24241 | 7/22/24 | BUSINESS CARD | Plumbing Supplies | 368.21 |
| 6400-80 | 24249 | 7/22/24 | MCMASTER-CARR SUPPLY COMPANY | Plumbing Supplies | 150.00 |
| 6400-80 | 24276 | 8/8/24 | DIY HOME CENTER-BIG BEAR | Plumbing Supplies | 485.55 |
| 6400-80 | 24281 | 8/8/24 | FAMCON PIPE & SUPPLY, INC. | Plumbing Supplies | 310.67 |
| 6400-80 | 24286 | 8/8/24 | GEIGER SUPPLY, INC | Plumbing Supplies | 192.66 |
| 6400-80 | 24303 | 8/8/24 | SOUTHLAND PIPE CORP. | Plumbing Supplies | 3,760.48 |
| 6400-80 | 24327 | 8/22/24 | FAMCON PIPE & SUPPLY, INC. | Plumbing Supplies | 336.18 |
| 6400-80 | 24331 | 8/22/24 | MCMASTER-CARR SUPPLY COMPANY | Plumbing Supplies | 480.38 |
| 6400-99 | 24241 | 7/22/24 | BUSINESS CARD | Statement Credit | -29.35 |
| Total Materials and Supplies | | | | | 24,998.94 |
| Repairs and Replacements | | | | | |
| 6500-20 | 24212 | 7/8/24 | GRAINGER | Miscellaneous Supplies | 270.47 |
| 6500-20 | 24248 | 7/22/24 | LAKESIDE EQUIPMENT CORP | Bearings | 9,341.93 |
| 6500-20 | 24272 | 8/8/24 | BRAX COMPANY, INC. | Bolt On Basket | 642.63 |
| 6500-20 | 24288 | 8/8/24 | GRAINGER | Pump Motor | 693.02 |
| 6500-30 | 24212 | 7/8/24 | GRAINGER | Repair Parts | 67.23 |
| 6500-30 | 24214 | 7/8/24 | MCMASTER-CARR SUPPLY COMPANY | Repair Parts | 181.98 |
| 6500-30 | 24227 | 7/8/24 | TWIN BEAR EQUIPMENT RENTAL, INC | Mower Repair | 218.78 |
| 6500-30 | 24250 | 7/22/24 | MCR TECHNOLOGIES, INC. | Laboratory Refrigerator | 2,715.30 |
| 6500-30 | 24294 | 8/8/24 | MCR TECHNOLOGIES, INC. | Laboratory Refrigerator Installation | 1,656.60 |
| 6500-35 | 24219 | 7/8/24 | PHIL'S AUTOMOTIVE | Vehicle Repair | 963.93 |
| 6500-35 | 24231 | 7/8/24 | VICTORVILLE MOTORS | Vehicle Repair | 3,390.59 |
| 6500-35 | 24252 | 7/22/24 | PHIL'S AUTOMOTIVE | Vehicle Repair | 205.50 |
| 6500-35 | 24296 | 8/8/24 | PHIL'S AUTOMOTIVE | Vehicle Maintenance | 119.70 |
| 6500-35 | 24324 | 8/22/24 | BUSINESS CARD | Vehicle Repair | 1,082.71 |
| 6500-40 | 24224 | 7/8/24 | RYAN R. ABELN | Sludge Building Lighting | 7,700.00 |
| 6500-40 | 24323 | 8/22/24 | BEST WINDOWS & DOORS | Replace Doors - Headworks & Sludge Building | 8,337.28 |
| Total Repairs and Replacements | | | | | 37,587.65 |
| Utilities | | | | | |
| 6530-10 | 24195 | 7/8/24 | BIG BEAR CITY COMMUNITY SERVICES DIST. | Utilities - Water | 763.74 |
| 6530-10 | 24207 | 7/8/24 | DEPARTMENT OF WATER & POWER | Utilities - Water | 50.70 |
| 6530-10 | 24280 | 8/8/24 | DEPARTMENT OF WATER & POWER | Utilities - Water | 52.73 |
| 6530-20 | 24195 | 7/8/24 | BIG BEAR CITY COMMUNITY SERVICES DIST. | Trash Service | 465.21 |
| 6530-20 | 24271 | 8/8/24 | BIG BEAR CITY COMMUNITY SERVICES DIST. | Trash Service | 481.12 |
| 6530-30 | 24244 | 7/22/24 | COUNTY OF SAN BERNARDINO SOLID WASTE MN | Solid Waste Disposal | 399.43 |
| 6530-30 | 24326 | 8/22/24 | COUNTY OF SAN BERNARDINO SOLID WASTE MN | Solid Waste Disposal | 565.93 |
| 6530-30 | 24338 | 8/22/24 | ROBERTSON'S | Solid Waste Disposal - Wash Sand Scum Bed | 658.35 |
| Total Utilities | | | | | 3,437.21 |
| Communication Expense | | | | | |
| 6550-10 | 24211 | 7/8/24 | FRONTIER COMMUNICATIONS | Scada | 786.53 |

| Account # | Check # | Date | Trans Description | Account Description | Amount |
|------------------------------------|---------|---------|-------------------------|-----------------------------------|-----------------|
| 6550-10 | 24225 | 7/8/24 | SPECTRUM BUSINESS | Scada | 314.94 |
| 6550-10 | 24247 | 7/22/24 | HUGHESNET | Scada | 101.52 |
| 6550-10 | 24247 | 7/22/24 | HUGHESNET | Equipment Repair | 387.50 |
| 6550-10 | 24290 | 8/8/24 | HUGHESNET | Scada | 101.52 |
| 6550-10 | 24300 | 8/8/24 | ROI ENGINEERING LLC | Scada | 2,020.00 |
| 6550-10 | 24304 | 8/8/24 | SPECTRUM BUSINESS | Scada | 314.94 |
| 6550-10 | 24310 | 8/8/24 | SMARTSIGHTS, LLC | Scada Annual Support Subscription | 1,450.00 |
| 6550-30 | 24206 | 7/8/24 | DIRECT TV | Television | 39.37 |
| 6550-30 | 24278 | 8/8/24 | DIRECT TV | Television | 39.37 |
| 6550-40 | 24211 | 7/8/24 | FRONTIER COMMUNICATIONS | Telephone Service | 455.52 |
| 6550-40 | 24255 | 7/22/24 | RINGCENTRAL INC. | Telephone Service and Maintenance | 404.49 |
| 6550-40 | 24263 | 7/22/24 | VERIZON WIRELESS | Internet, Wireless Service | 203.28 |
| 6550-40 | 24285 | 8/8/24 | FRONTIER COMMUNICATIONS | Telephone Service | 460.50 |
| 6550-40 | 24337 | 8/22/24 | RINGCENTRAL INC. | Telephone Service and Maintenance | 404.49 |
| 6550-40 | 24345 | 8/22/24 | VERIZON WIRELESS | Internet, Wireless Service | 203.28 |
| 6550-50 | 24225 | 7/8/24 | SPECTRUM BUSINESS | Internet, Wireless Service | 708.99 |
| 6550-50 | 24263 | 7/22/24 | VERIZON WIRELESS | Internet, Wireless Service | 34.14 |
| 6550-50 | 24285 | 8/8/24 | FRONTIER COMMUNICATIONS | Internet, Wireless Service | 793.35 |
| 6550-50 | 24304 | 8/8/24 | SPECTRUM BUSINESS | Internet, Wireless Service | 708.99 |
| 6550-50 | 24345 | 8/22/24 | VERIZON WIRELESS | Internet, Wireless Service | 34.14 |
| Total Communication Expense | | | | | 9,966.86 |

Contractual Services Other

| | | | | | |
|---|-------|---------|----------------------------------|------------------------------|------------------|
| 6600-10 | 24220 | 7/8/24 | PRECISE WEIGHING SYSTEMS, INC. | Calibration | 500.00 |
| 6600-10 | 24243 | 7/22/24 | CLINICAL LAB OF SAN BERNARDINO | Testing | 392.50 |
| 6600-10 | 24293 | 8/8/24 | MALLORY SAFETY & SUPPLY LLC | Calibration | 583.12 |
| 6600-10 | 24325 | 8/22/24 | CLINICAL LAB OF SAN BERNARDINO | Testing | 115.00 |
| 6600-20 | 24193 | 7/8/24 | VESTIS | Uniform Laundry Service | 1,182.98 |
| 6600-20 | 24308 | 8/8/24 | VESTIS | Uniform Laundry Service | 2,495.50 |
| 6600-30 | 24197 | 7/8/24 | ROBIN A. BRADLEY | EAP Counseling | 150.00 |
| 6600-40 | 24322 | 8/22/24 | ALL PROTECTION ALARM | Security, Fire Alarm | 1,281.90 |
| 6600-50 | 24226 | 7/8/24 | STREAMLINE | Annual Website Maintenance | 4,500.00 |
| 6600-58 | 24215 | 7/8/24 | NATIVESCAPES INC | Landscaping and Ground Maint | 460.00 |
| 6600-58 | 24275 | 8/8/24 | DADDY'S PEST CONTROL | Pest Control Services | 150.00 |
| 6600-58 | 24295 | 8/8/24 | NATIVESCAPES INC | Landscaping and Ground Maint | 460.00 |
| 6600-60 | 24224 | 7/8/24 | RYAN R. ABELN | On-Call Electrical Service | 2,859.52 |
| 6600-60 | 24258 | 7/22/24 | RYAN R. ABELN | On-Call Electrical Service | 1,529.75 |
| 6600-60 | 24340 | 8/22/24 | RYAN R. ABELN | On-Call Electrical Service | 753.74 |
| 6600-80 | 24230 | 7/8/24 | VIKING MAINTENANCE SERVICES, LLC | Janitorial Services | 1,445.00 |
| 6600-80 | 24309 | 8/8/24 | VIKING MAINTENANCE SERVICES, LLC | Janitorial Services | 1,445.00 |
| Total Contractual Services Other | | | | | 20,304.01 |

Contractual Services Professional

| Account # | Check # | Date | Trans Description | Account Description | Amount |
|--|----------------|-------------|---|--|-------------------|
| 6700-10 | 24232 | 7/8/24 | WATER SYSTEMS CONSULTING, INC. | On-Call Engineering Service | 9,345.00 |
| 6700-10 | 24264 | 7/22/24 | WATER SYSTEMS CONSULTING, INC. | On-Call Engineering Service | 10,393.75 |
| 6700-20 | 24194 | 7/8/24 | BEST BEST & KRIEGER LLP | Legal Services | 6,520.31 |
| 6700-20 | 24270 | 8/8/24 | BEST BEST & KRIEGER LLP | Legal Services | 5,409.70 |
| 6700-30 | 24191 | 7/8/24 | VC3, INC. | Information Technology Services | 2,827.04 |
| 6700-30 | 24307 | 8/8/24 | VC3, INC. | Information Technology Services | 2,819.04 |
| 6700-30 | 24344 | 8/22/24 | VC3, INC. | Information Technology Services | 2,827.04 |
| Total Contractual Services Professional | | | | | 40,141.88 |
| Permits and Fees | | | | | |
| 6810-00 | 24196 | 7/8/24 | BIG BEAR FIRE DEPARTMENT | Hot Work Permit | 75.00 |
| 6810-00 | 24222 | 7/8/24 | SOUTH COAST AQMD | Permits | 8,379.92 |
| 6810-00 | 24229 | 7/8/24 | UNDERGROUND SERVICE ALERT | Dig Alert Ticket Charges | 216.06 |
| 6810-00 | 24260 | 7/22/24 | STATE WATER RESOURCES CONTROL BOARD | ELAP Renewal | 5,525.00 |
| 6810-00 | 24301 | 8/8/24 | SAN BERNARDINO COUNTY FIRE PROTECTION D | CUPA Permits | 1,395.00 |
| 6810-00 | 24306 | 8/8/24 | UNDERGROUND SERVICE ALERT | Dig Alert Ticket Charges | 329.35 |
| Total Permits and Fees | | | | | 15,920.33 |
| Insurance | | | | | |
| 6900-10 | 24223 | 7/8/24 | SDRMA | Workman's Compensation Ins | 64,635.04 |
| 6900-20 | 24223 | 7/8/24 | SDRMA | General Liability and Vehicle Ins | 202,494.62 |
| Total Insurance | | | | | 267,129.66 |
| Other Expense | | | | | |
| 6950-10 | 24201 | 7/8/24 | COSTCO MEMBERSHIP | Annual Membership | 60.00 |
| 6950-10 | 24202 | 7/8/24 | CWEA TCP/MEMBERSHIP | Annual Memberships | 442.00 |
| 6950-10 | 24291 | 8/8/24 | INTERNATIONAL INSTITUTE OF MUNICIPAL | Annual Membership | 225.00 |
| 6950-20 | 24316 | 8/8/24 | RICHARD T. HERRICK | Meeting Attended - 7/24/2024 | 150.00 |
| 6950-20 | 24319 | 8/8/24 | JAMES J. MILLER | Meeting Attended - 7/24/2024 | 150.00 |
| 6950-20 | 24320 | 8/8/24 | JOHN J. RUSSO | Meeting Attended - 7/24/2024 | 150.00 |
| 6950-20 | 24347 | 8/22/24 | RICHARD T. HERRICK | Meeting Attended - 8/12/2024 | 150.00 |
| 6950-20 | 24348 | 8/22/24 | JAMES J. MILLER | Meeting Attended - 8/12/2024 | 150.00 |
| 6950-20 | 24349 | 8/22/24 | JOHN J. RUSSO | Meeting Attended - 8/12/2024 | 150.00 |
| 6950-20 | ACH 24228 | 8/12/24 | LAWRENCE C. WALSH | Meeting Attended - 7/24/2024 | 150.00 |
| 6950-20 | ACH 24238 | 8/26/24 | KENDI J. SEGOVIA | Meeting Attended - 8/12/2024 | 150.00 |
| 6950-20 | ACH 24239 | 8/26/24 | LAWRENCE C. WALSH | Meeting Attended - 8/12/2024 | 150.00 |
| 6950-40 | 24202 | 7/8/24 | CWEA TCP/MEMBERSHIP | Certifications | 309.00 |
| 6950-40 | 24209 | 7/8/24 | CALPERS EDUCATIONAL FORUM 2024 | Educational Forum Registration | 1,098.00 |
| 6950-40 | 24241 | 7/22/24 | BUSINESS CARD | CalPERS Ed Forum Lodging | 568.52 |
| 6950-40 | 24287 | 8/8/24 | GOVERNMENT FINANCE OFFICERS ASSN | Webinar - GAAP Update | 135.00 |
| 6950-40 | 24324 | 8/22/24 | BUSINESS CARD | Tri-State Conference Lodging, Training | 1,432.88 |
| Total Other Expense | | | | | 5,620.40 |
| Other Nonoperating Expense | | | | | |
| 8000-11 | 24329 | 8/22/24 | BEAR VALLEY BASIN GSA | GSA Admin Costs | 170.60 |

| Account # | Check # | Date | Trans Description | Account Description | Amount |
|--|----------------|-------------|--------------------------------|--|-------------------|
| | | | | Total Other Nonoperating Expense | 170.60 |
| Capital Expenditures | | | | | |
| 9500-00 | 24198 | 7/8/24 | BRAX COMPANY, INC. | Rebuild Effluent Pump # 4 | 12,998.97 |
| 9500-00 | 24264 | 7/22/24 | WATER SYSTEMS CONSULTING, INC. | Headworks Grit System Engineering | 2,625.00 |
| 9500-00 | 24283 | 8/8/24 | FERGUSON WATERWORKS #1083 | Headers and Check Valves Project | 99,429.87 |
| 9500-00 | 24299 | 8/8/24 | R.I.C. CONSTRUCTION CO., INC. | Headworks Grit System Construction | 52,856.10 |
| 9500-00 | 24302 | 8/8/24 | RYAN R. ABELN | LPS Generator and Fuel System Project | 22,800.00 |
| 9500-00 | 24340 | 8/22/24 | RYAN R. ABELN | LPS Generator and Fuel System Project | 14,250.00 |
| 9500-00 | 24346 | 8/22/24 | WATER SYSTEMS CONSULTING, INC. | Headworks Grit System Engineering | 1,081.25 |
| | | | | Total Capital Expenditures | 206,041.19 |
| Replenish Big Bear Capital Expenditures | | | | | |
| 9500-10 | 24264 | 7/22/24 | WATER SYSTEMS CONSULTING, INC. | RBB Design Services | 112,983.01 |
| 9500-11 | 24204 | 7/8/24 | TOM DODSON & ASSOCIATES | RBB Environmental | 4,359.78 |
| 9500-11 | 24245 | 7/22/24 | TOM DODSON & ASSOCIATES | RBB Environmental | 367.50 |
| 9500-12 | 24194 | 7/8/24 | BEST BEST & KRIEGER LLP | RBB Legal | 470.83 |
| 9500-12 | 24270 | 8/8/24 | BEST BEST & KRIEGER LLP | RBB Legal | 2,786.40 |
| 9500-14 | 24216 | 7/8/24 | NHA ADVISORS, LLC | RBB Financial Advisors | 2,212.50 |
| 9500-14 | 24333 | 8/22/24 | NHA ADVISORS, LLC | RBB Financial Advisors | 1,906.25 |
| 9500-15 | 24279 | 8/8/24 | FILMTEC CORPORATION | RBB Pilot Facility - Memcor CPII Unit | 41,753.13 |
| | | | | Total Replenish Big Bear Capital Expenditures | 166,839.40 |
| | | | | Grand Total | 928,150.55 |

Personnel Expenditures (e.g., benefits) are not included in this report.



Big Bear Area Regional
Wastewater Agency

Jim Miller – Chair
Rick Herrick – Vice-Chair
John Russo – Director
Kendi Segovia – Director
Larry Walsh – Director

AGENDA ITEM: 7.C.

MEETING DATE: September 25, 2024

TO: Governing Board of the Big Bear Area Regional Wastewater Agency

FROM: David Lawrence, P.E., General Manager

PREPARED BY: Christine Bennett, Finance Manager

SUBJECT: Investment Report Identifying Agency Investments and Reporting Interest
Income

BACKGROUND:

Attached are the July and August Monthly Investment Report's pursuant to the Agency's Investment Policy.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Informational

BBARWA
 Monthly Investment Report
 July 2024

| <u>INVESTMENT TYPE</u> | <u>COST</u> | <u>FAIR MARKET VALUE (1)</u> | <u>YEAR TO DATE INTEREST(2)</u> | <u>INTEREST RATE</u> | <u>MATURITY DATE</u> |
|------------------------------|----------------------|------------------------------|---------------------------------|----------------------|----------------------|
| LOCAL AGENCY INVESTMENT FUND | \$ 10,888,118 | \$ 10,848,007 | \$ 381,441 | 4.516% | DAILY |
| TOTAL | <u>\$ 10,888,118</u> | <u>\$ 10,848,007</u> | <u>\$ 381,441</u> | | |

The Investment Portfolio of the Big Bear Area Regional Wastewater Agency is in compliance with the investment policy approved in August 2023. The Agency will be able to meet its expenditure requirements for the next six months.

(1) LOCAL AGENCY INVESTMENT FUND (LAIF) IS A STATE-RUN INVESTMENT POOL PROVIDED FOR PUBLIC AGENCIES. THE LAIF MARKET VALUE SHOWN ON THIS TREASURER'S REPORT REPRESENTS BBARWA'S SHARE OF THE **LIQUID VALUE** OF LAIF'S PORTFOLIO IF IT WAS LIQUIDATED AS OF THE END OF THE REPORTED MONTH. THIS NUMBER SERVES AS AN INDICATOR OF WHETHER OR NOT THE **MARKET VALUE** OF LAIF'S INVESTMENTS IS ABOVE OR BELOW THE **COST** OF THOSE INVESTMENTS.

(2) Interest paid quarterly on LAIF investment. Amount reflects interest income received at the reporting date during FY 2024 and excludes accrued interest.

Attachment (s): Monthly LAIF Statement

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

August 01, 2024

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

FINANCE MANAGER
P.O. BOX 517
BIG BEAR CITY, CA 92314

[Tran Type Definitions](#)



Account Number:

July 2024 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Web Confirm Number | Authorized Caller | Amount |
|----------------|------------------|-----------|----------------|--------------------|-------------------|-------------|
| 7/8/2024 | 7/3/2024 | RW | 1754766 | 1715213 | CHRISTINE BENNETT | -500,000.00 |
| 7/15/2024 | 7/12/2024 | QRD | 1756112 | N/A | SYSTEM | 136,007.27 |
| 7/22/2024 | 7/22/2024 | RW | 1757668 | 1718118 | CHRISTINE BENNETT | -500,000.00 |

Account Summary

| | | | |
|-------------------|---------------|--------------------|---------------|
| Total Deposit: | 136,007.27 | Beginning Balance: | 11,752,110.70 |
| Total Withdrawal: | -1,000,000.00 | Ending Balance: | 10,888,117.97 |

BBARWA
 Monthly Investment Report
 August 2024

| <u>INVESTMENT TYPE</u> | <u>COST</u> | <u>FAIR MARKET VALUE (1)</u> | <u>YEAR TO DATE INTEREST(2)</u> | <u>INTEREST RATE</u> | <u>MATURITY DATE</u> |
|------------------------------|----------------------|------------------------------|---------------------------------|----------------------|----------------------|
| LOCAL AGENCY INVESTMENT FUND | \$ 10,388,118 | \$ 10,349,849 | \$ 381,441 | 4.579% | DAILY |
| TOTAL | <u>\$ 10,388,118</u> | <u>\$ 10,349,849</u> | <u>\$ 381,441</u> | | |

The Investment Portfolio of the Big Bear Area Regional Wastewater Agency is in compliance with the investment policy approved in August 2023. The Agency will be able to meet its expenditure requirements for the next six months.

(1) LOCAL AGENCY INVESTMENT FUND (LAIF) IS A STATE-RUN INVESTMENT POOL PROVIDED FOR PUBLIC AGENCIES. THE LAIF MARKET VALUE SHOWN ON THIS TREASURER'S REPORT REPRESENTS BBARWA'S SHARE OF THE **LIQUID VALUE** OF LAIF'S PORTFOLIO IF IT WAS LIQUIDATED AS OF THE END OF THE REPORTED MONTH. THIS NUMBER SERVES AS AN INDICATOR OF WHETHER OR NOT THE **MARKET VALUE** OF LAIF'S INVESTMENTS IS ABOVE OR BELOW THE **COST** OF THOSE INVESTMENTS.

(2) Interest paid quarterly on LAIF investment. Amount reflects interest income received at the reporting date during FY 2024 and excludes accrued interest.

Attachment (s): Monthly LAIF Statement

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

September 03, 2024

[LAIIF Home](#)
[PMIA Average Monthly Yields](#)

BIG BEAR AREA REGIONAL WASTEWATER AGENCY

FINANCE MANAGER
P.O. BOX 517
BIG BEAR CITY, CA 92314

[Tran Type Definitions](#)



Account Number:

August 2024 Statement

| Effective Date | Transaction Date | Tran Type | Confirm Number | Web Confirm Number | Authorized Caller | Amount |
|----------------|------------------|-----------|----------------|--------------------|-------------------|-------------|
| 8/8/2024 | 8/8/2024 | RW | 1758334 | 1718851 | CHRISTINE BENNETT | -500,000.00 |

Account Summary

| | | | |
|-------------------|-------------|--------------------|---------------|
| Total Deposit: | 0.00 | Beginning Balance: | 10,888,117.97 |
| Total Withdrawal: | -500,000.00 | Ending Balance: | 10,388,117.97 |



Big Bear Area Regional
Wastewater Agency

Jim Miller – Chair
Rick Herrick – Vice-Chair
John Russo - Director
Kendi Segovia – Director
Larry Walsh – Director

AGENDA ITEM: 7.D.

MEETING DATE: September 25, 2024

TO: Governing Board of the Big Bear Area Regional Wastewater Agency

FROM: David Lawrence, P.E., General Manager

PREPARED BY: Christine Bennett, Finance Manager

SUBJECT: Resolution No. R. 10-2024, A Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency Adopting the Annual Statement of Investment Policy

BACKGROUND:

The Annual Statement of Investment Policy is attached as Exhibit A to Resolution No. R. 10-2024. The state legislature encourages local agencies to review the investment policy annually to ensure that public funds are being invested in safe and liquid vehicles. The investment policy and resolution remain unchanged from the prior year.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Adopt Resolution No. R. 10-2024

ATTACHMENT:

Resolution No. R. 10-2024

RESOLUTION NO. R. 10-2024

**A RESOLUTION OF THE GOVERNING BOARD OF THE
BIG BEAR AREA REGIONAL WASTEWATER AGENCY
ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY**

WHEREAS, the Governing Board has heretofore established general funds from which monies may be expended for general operating purposes; and

WHEREAS, the Governing Board has, in addition, established designated funds from which monies may be expended for specific purposes only; and

WHEREAS, the Big Bear Area Regional Wastewater Agency has on hand in the general and designated funds, from time to time, monies that are not required for immediate expenditure; and

WHEREAS, it has been determined to be in the public interest to invest such monies in a manner that seeks to ensure the preservation of capital while meeting the liquidity needs of the Agency;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Board of the Big Bear Area Regional Wastewater Agency that the Agency's Annual Statement of Investment Policy, attached hereto as Exhibit "A," is hereby approved and adopted and all prior resolutions or portions thereof that conflict with this resolution are rescinded and all prior resolutions or portions thereof that are repeated by this resolution are replaced.

ADOPTED this 25th day of September 2024.

Jim Miller, Chair of the Governing Board
Big Bear Area Regional Wastewater Agency

ATTEST:

I, Bridgette Burton, Secretary to the Governing Board of the Big Bear Area Regional Wastewater Agency, DO HEREBY CERTIFY that the foregoing Resolution of the Governing Board of the Big Bear Area Regional Wastewater Agency, Adopting the Annual Statement of Investment Policy, being Resolution No. R. 10-2024, was adopted at a regular meeting on September 25, 2024, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bridgette Burton, Secretary to the Governing Board
Big Bear Area Regional Wastewater Agency

EXHIBIT “A”

BIG BEAR AREA REGIONAL WASTEWATER AGENCY BOARD POLICY INVESTMENT

I. Policy Statement

The Big Bear Area Regional Wastewater Agency (“Agency”) has been entrusted with a special privilege and a unique responsibility to manage and protect public dollars. When managing public funds, the Agency understands that investment success can not be measured in terms of achieving the highest possible return but must be measured in terms of prudent investing that utilizes uncommitted dollars in safe, short-term instruments to earn the Agency reasonable returns with the least amount of risk and to maintain adequate liquidity.

II. Scope

This investment policy applies to all financial assets of the Agency which include:

1. Idle short-term operating cash.
2. Deposits held by fiscal agents, in accordance with the provisions of the applicable debt agreements, not necessarily limited to the specific investment types authorized under Section IV, Authorized Investments, set forth in this policy.
3. Restricted designated funds.

III. Objective

The primary objectives, in priority order, of the Agency’s investment activities shall be:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the Agency shall be undertaken in a manner that seeks to ensure the preservation of capital.

2. **Liquidity:** The Agency's investment portfolio will remain sufficiently liquid to meet all operating requirements.
3. **Yield:** The investment portfolio shall be designed with the objective of attaining a rate of return commensurate with the Agency's investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above.

IV. Authorized Investments

The following investments will be permitted by this policy and are authorized pursuant to California Government Code 53600 et seq.:

1. The Local Agency Investment Fund (LAIF) managed by the Treasurer of the State of California.
2. Certificates of Deposit insured by the Federal Deposit Insurance Corporation. Maturities are not to exceed two years from the date of purchase. Purchases may not exceed 30 percent of the Agency's surplus money.
3. United States Treasury Bills, Notes and Bonds for which the full faith and credit of the United States are pledged for the payment of principal and interest. Maturities are not to exceed two years from the date of purchase.
4. Triple-A rated money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of United States Treasury securities.

V. Delegation of Authority

Management responsibility for the investment program is hereby delegated to the Finance Manager and the General Manager of the Agency, who may invest the Agency's funds consistent with this investment policy and who shall establish procedures and a system of controls for the operation of the investment program consistent with this investment policy.

VI. Reporting

The Finance Manager shall render an investment report to the General Manager and the Governing Board of the Agency on a monthly basis.

1. The investment report shall include the type of investment, institution, date of maturity, par and dollar amount invested on all securities, interest rate, share of the liquid value, investments and monies held by the Agency, and shall additionally, include a description of any of the Agency's funds, investments or programs, that are under the management of contracted parties, including lending programs. With respect to all securities held by the Agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, the report shall also include a current market value as of the date of the report.
2. The investment report shall include a statement denoting the ability of the local agency to meet its expenditure requirements for the next six months or an explanation as to why sufficient money will not or may not be available.

VII. Standards of Care

1. Prudence

The Governing Board, General Manager and Finance Manager of the Agency are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency.

2. Ethics and Conflicts of Interest

In the manner required by applicable law, Officers and Employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

VIII. Policy Adoption

The Governing Board shall adopt the Agency's investment policy on an annual basis at a public meeting. Any modifications to the policy shall also be considered at a public meeting.



Big Bear Area Regional
Wastewater Agency
Jim Miller – Chair
Rick Herrick – Vice-Chair
John Russo – Director
Kendi Segovia – Director
Larry Walsh – Director

AGENDA ITEM: 7.E.

MEETING DATE: September 25, 2024

TO: Governing Board of the Big Bear Area Regional Wastewater Agency

FROM: David Lawrence, P.E., General Manager

PREPARED BY: Christine Bennett, Finance Manager

SUBJECT: Carryover Appropriations

BACKGROUND:

The Governing Board adopts a budget annually which establishes appropriations for expenditures anticipated in the upcoming fiscal year. The adopted budget can be amended throughout the fiscal year by the Governing Board as needed for new projects and operational needs. Appropriations for projects and/or operational expenditures that have not been completed by the end of the fiscal year are carried over to the subsequent fiscal year to ensure that a budget is available to meet those commitments.

The attached table lists the carryover appropriations necessary to fund projects and operational expenditures that were budgeted in FY 2024 but will be completed in FY 2025. Total carryover appropriations are approximately \$4.5 million of which approximately \$3.96 million for Replenish Big Bear, \$500,000 for other capital projects, and \$45,000 for projects that are included in the Agency's operating budget.

FINANCIAL IMPACT:

Funds were appropriated during FY 2024 by the Governing Board; therefore, there is no fiscal impact. Funds will be carried over to the FY 2025 budget based on the attachment.

RECOMMENDATION:

Approve carryover appropriations for the FY 2025 budget.

ATTACHMENT:

Carryover Appropriation Table

Carryover Appropriations

| PO# | Vendor | Description | Carryover |
|---|--------------------------------|--|---------------------|
| Capital Expenditures | | | |
| 04087 | RYAN R. ABELN | LUCERNE VALLEY SERVICE UPGRADE | 19,295.00 |
| 03932 | WATER SYSTEMS CONSULTING, INC. | HEADWORKS GRIT SYSTEM REHABILITATION PROJECT | 50,001.06 |
| 04062 | RYAN R. ABELN | HEADWORKS GRIT SYSTEM REHABILITATION PROJECT | 13,177.36 |
| | | | 2,937.50 |
| 04051 | RYAN R. ABELN | LPS GENERATOR & FUEL SYSTEM | 17,488.57 |
| | | LPS GENERATOR & FUEL SYSTEM | 59,300.00 |
| 04077 | FERGUSON WATERWORKS | HEADERS AND CHECK VALVES | 1,140.25 |
| | | HEADERS AND CHECK VALVES | 99,429.88 |
| | | WASH PRESS HEADWORKS | 6,611.75 |
| | | OXIDATION DITCH WALL REHABILITATION | 108,862.00 |
| | | NSPS 3 WELL REHABILITATION | 35,000.00 |
| | | NEW PIPELINE MAPS | 85,289.30 |
| Total Capital Expenditures 9500-00 | | | 498,532.67 |
| Replenish Big Bear Capital Expenditures | | | |
| 03996 | WATER SYSTEMS CONSULTING, INC. | REPLENISH BIG BEAR ENGINEERING | 8,917.50 |
| 04074 | WATER SYSTEMS CONSULTING, INC. | REPLENISH BIG BEAR AMENDMENT NO. 5 | 803,978.95 |
| 04084 | WATER SYSTEMS CONSULTING, INC. | REPLENISH BIG BEAR DESIGN SERVICES | 3,103,199.94 |
| Total Replenish Big Bear Engineering 9500-10 | | | 3,916,096.39 |
| 04089 | TOM DODSON & ASSOCIATES | REPLENISH BIG BEAR ENVIRONMENTAL | 17,429.69 |
| Total Replenish Big Bear Environmental 9500-11 | | | 17,429.69 |
| 04022 | NHA ADVISORS, LLC | REPLENISH BIG BEAR PROFESSIONAL SERVICES | 28,287.50 |
| Total Replenish Big Bear Professional Services 9500-14 | | | 28,287.50 |
| Total Replenish Big Bear | | | 3,961,813.58 |
| Operations Expenditures | | | |
| 04096 | BEST WINDOWS AND DOORS | HEADWORKS DOORS | 6,652.10 |
| | BEST WINDOWS AND DOORS | SLUDGE BUILDING DOORS | 10,022.45 |

| | | | |
|-------|-------------------------|---|----------------------------|
| | | Total Repairs and Replacements Other 6500-40 | <u><u>16,674.55</u></u> |
| 04091 | RYAN R. ABELN | ANNUAL ELECTRICAL PMS - MAINTENANCE | 10,000.00 |
| | RYAN R. ABELN | ANNUAL ARC FLASH - MAINTENANCE | 10,000.00 |
| | RYAN R. ABELN | MISCELLANEOUS ELECTRICAL LABOR - MAINTENANCE | 7,625.02 |
| | | Total Contractual Services - Labor 6600-60 | <u><u>27,625.02</u></u> |
| 04059 | ALLISON MECHANICAL, INC | QUARTERLY HVAC SERVICE - ADMINISTRATION BUILDING | 2,145.00 |
| | | Total Contractual Services - HVAC 6600-65 | <u><u>2,145.00</u></u> |
| | | Total Carryover Appropriations | <u><u>4,506,790.82</u></u> |



Big Bear Area Regional
Wastewater Agency

Jim Miller – Chair
Rick Herrick – Vice-Chair
John Russo – Director
Kendi Segovia – Director
Larry Walsh – Director

AGENDA ITEM: 10.A.

MEETING DATE: September 25, 2024

TO: Governing Board of the Big Bear Area Regional Wastewater Agency

FROM: Sonja Kawa, Human Resources Coordinator/Accounting Technician

REVIEWED BY: David Lawrence, P.E., General Manager;
Christine Bennett, Finance Manager

SUBJECT: General Manager Employment Agreement Amendment

BACKGROUND & DISCUSSION:

The Governing Board completed a performance evaluation of the General Manager in closed session at the August 12, 2024 Board Meeting. It was determined that a merit adjustment within the established pay scale was appropriate, based on Mr. Lawrence's performance. The Governing Board has requested an amendment to the Employee Agreement between the Agency and Mr. Lawrence.

As required by the Brown Act, the Governing Board shall provide an oral report that summarizes the proposed action to be taken regarding the salary, salary schedule, or compensation paid in the form of fringe benefits to the General Manager before taking a final action to approve his contract or amendment. The following recommended changes to the financial terms of the Employment Agreement shall be read orally at the meeting:

Salary

- The General Manager's base salary will be \$21,273.79 per month (equivalent to an hourly rate of \$122.73). This reflects a 3.3% increase effective on April 20, 2024, which is the first day of the pay period encompassing Mr. Lawrence's employment anniversary date of April 25, 2024.

FINANCIAL IMPACT:

There is no financial impact. The recommended adjustment is within the budgeted amount for this position.

RECOMMENDATION:

Authorize the Governing Board Chair to execute an Employment Agreement Amendment with the approved changes.

ATTACHMENT:

Employment Agreement Amendment No. 8

**AMENDMENT NO. 8
TO EMPLOYMENT AGREEMENT
GENERAL MANAGER**

1. Parties and Date.

This Amendment No. 8 to the Employment Agreement (“Agreement”) is made and entered into effective as of the 25th day of September 2024, by and between the Big Bear Area Regional Wastewater Agency, a municipal organization organized under the laws of the State of California (“Agency”) and David Lawrence (“General Manager” or “Employee”). Agency and General Manager are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Amendment Purpose. The Agency and General Manager desire to amend the aforesaid Agreement to revise compensation terms and conditions of said employment.

2.2 Amendment Authority. This Amendment No. 8 is authorized pursuant to Section XI(C) of the Agreement.

3. Terms.

3.1 Section 4. Section 4.1 (Salary and Expenses) of the Agreement is hereby amended to provide additional compensation:

"4.1 Governing Board agrees to pay Employee for services rendered pursuant to this Agreement a base salary of Twenty-One Thousand, Two Hundred Seventy-Three Dollars and Seventy-Nine Cents (\$21,273.79) per month, beginning on April 20, 2024, in installments at the same time as other employees of the Agency are paid. Further, the parties agree that, during the term of this Agreement, Employee shall receive an annual salary increase for a cost-of-living adjustment (COLA) based on the change in the consumer price index (the CPI). The method used to calculate the change in the CPI shall be the same as that used by the Agency to calculate a cost-of-living adjustment for all employees. The COLA adjustment for Employee shall occur on an annual basis and be effective on the starting day of the first full pay period in July each year. The Governing Board shall also have the right to grant merit and benefit increases as it deems appropriate, at its sole discretion."

Except as modified herein and by the preceding seven Amendments, the original Employment Agreement, dated March 22, 2017 and effective April 25, 2017, shall remain in full force and effect.

**BIG BEAR AREA REGIONAL
WASTEWATER AGENCY**

DAVID LAWRENCE

By: _____
Chair of the Governing Board

By: _____
David Lawrence

Dated: _____, 2024

Dated: _____, 2024

Attest: _____
Secretary to the Governing Board



AGENDA ITEM: 10.B.

MEETING DATE: September 25, 2024

TO: Governing Board of the Big Bear Area Regional Wastewater Agency

FROM: David Lawrence, P.E., General Manager

PREPARED BY: Bridgette Burton, Administrative Services Manager/Board Secretary

SUBJECT: Canon Copier Lease Agreement

BACKGROUND:

The Agency purchased the Canon C5235 copier in 2013. Maintenance costs for the copier are increasing by 15% each year, with the quarterly maintenance fee currently at \$1,715. The most recent quarterly maintenance fee was \$1,784 due to additional printing.

DISCUSSION:

Staff proposes to lease a new Canon C3935 for a term of five years. The Agency’s Financial Policies state all contracts must be for a term not to exceed one year unless approved in advance by the Governing Board.

Leasing a new copier offers the advantage of lower upfront costs, freeing up capital for other expenses. The terms of the C3935 lease include functionality comparable to the C5235, with added features such as single-pass duplex scanning, the ability to remove blank PDF pages during scanning, and enhanced security features that protect the Agency’s network and data. The lease, maintenance, and print costs will remain unchanged for five years. Additionally, the proposed lease includes a higher print volume. The lease also covers delivery, pickup, supplies, service, and parts.

The total five-year savings at a minimum equal \$9,400 and does not include any increase to the existing annual maintenance agreement. A comparison of prints and the base quarterly payment with the existing and proposed copiers is below.

| Copier | Black & White Prints (each) | Color Prints (each) | Base Quarterly Payment | Base Annual Payment | 5-Year Total |
|------------------------|-----------------------------|---------------------|------------------------|---------------------|----------------|
| Canon C5235 (existing) | \$0.02997 | \$0.1693 | \$1,715 | \$6,860 | \$34,300 |
| Canon C3935 (proposed) | \$0.01347 | \$0.0580 | \$1,245 | \$4,980 | \$24,900 |
| Savings | | | \$470 | \$1,880 | \$9,400 |

FINANCIAL IMPACT:

The FY 2025 budget includes costs for maintenance under the current copier maintenance agreement. In FY 2025 the expected savings is \$1,410 while over the five-year period the Agency will save a minimum of \$9,400.

Additionally, the copier was scheduled to be replaced in FY 2026. The initial cost to purchase a new copier was budgeted at \$19,390 and does not include annual maintenance costs. These funds will be made available for other capital projects.

RECOMMENDATION:

Authorize the General Manager to enter into a lease agreement between the Agency and Canon for a term of five years.

ATTACHMENT:

Canon Lease Agreement



Lease Schedule ("Schedule") - Blended (SER-800)

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: BIG BEAR AREA REGIONAL WASTEWATER AGENCY

CFS App #: 2016952

Salesperson: John Thomas

Agreement #: MA56820

Transaction #: S21115439

Order Date: 08/27/24

Table with 2 main columns: Billing Information and Payment/Equipment Maintenance Information. Includes fields for Customer Account, Company, Address, City, State, Zip, Phone, Contact, Email, Lease Term (60 Months), # of Lease Payments (20), Total (\$1,245.00), Due at Signing, and Excess Per Image Charge(s).

Table with 3 columns: Item Code, Listed Items Description, Qty, and Ship To & Maintenance Billing Information. Lists various printer components and their quantities, along with shipping and billing details.

Table with 2 columns: Additional Requirements and Consumables/Meter Method. Includes sections for 'Additional Requirements', 'Consumables: Toner Only', 'Meter Method: Remote Reporting Agent', and 'For CSA USE ONLY'.

THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: Printed Name: Title: Date:

ACCEPTANCE CERTIFICATE

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: Printed Name: Title: Date:

For Internal Purposes Only:

CFS Authorized Signature: Printed Name: Title: Date:



Customer: BIG BEAR AREA REGIONAL WASTEWATER AGENCY

Agreement #: MA56820

Order Date: 08/27/24 Salesperson: John Thomas

| Rider C applies (Software and Cloud Subscriptions) | | Covered Images Included in Payment | Excess Per Image Charge(s) |
|--|---|------------------------------------|---|
| Item Code | Listed Items Description | Qty | Ship To & Maintenance Billing Information |
| 4240V617 | POWER PDF V5 5-USERS LICENSES PROMO WITH M&S ENDS 12/2027 | 1 | Shipping: 121 PALOMINO DR Address 2: City: BIG BEAR CITY County: SAN BERNARDIN State: CA Zip: 92314-9196 Contact: Bridgette Burton Ph #: 909-584-4524 Email: bburton@bbarwa.org Mtr Contact: Ph #: Email: IT Contact: Bridgette Burton Ph #: 909-584-4524 Email: bburton@bbarwa.org Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: For CSA USE ONLY: Config: OnPremiseA 14355 |

| | | Covered Images Included in Payment | Excess Per Image Charge(s) |
|-----------|--------------------------|------------------------------------|---|
| Item Code | Listed Items Description | Qty | Ship To & Maintenance Billing Information |
| | | | Shipping: Delivery Date: Address 2: City: County: State: Zip: Contact: Ph #: Email: Mtr Contact: Ph #: Email: IT Contact: Ph #: Email: Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: Loading Dock: # of Steps: Hrs of Operation: For CSA USE ONLY: |



Return Schedule, Rider B of Agreement

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: BIG BEAR AREA REGIONAL WAS
Agreement #: MA56820

Salesperson: John Thomas
Transaction #: S21115439

Order date: 8/27/2024

Customer ("You") Customer Account: 1486520 Service Requested: Trade In
Company: BIG BEAR AREA REGIONAL WASTEWATER AGENCY
Address: 121 PALOMINO DR
City: BIG BEAR CITY County: SAN BERNARDINO
State: CA Zip: 92314-9196 Phone: 909-584-4524
Contact name: Bridgette Burton
Email: bburton@bbarwa.org
Alternate Contact:
Alternate Phone:

If "Buyout Reimbursement" is selected above, the following MUST be completed:
\$ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.
Payable to: Reason for check issuance:

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:
Select one:
[] Not Applicable: No Equipment pick up required
[] CSA will pick up the Equipment
[] Return Equipment to CFS
[] Return Equipment to CSA Original Order Date
[] You will return Equipment to leasing company according to the terms and conditions of your lease agreement
[] You will retain the equipment.
Will retained equipment remain under a CSA Maintenance Agreement?
[] No
[] Yes: SELECT ONE: under an Existing Contract [] Or New Contract []

Trade in Equipment Condition: Good Working

Equipment for Trade-In, Upgrade, or Return

Table with 8 columns: Return code, Item Code, Description, Serial #, Equipment Location, Contact Name & Phone, Email, Alt pick up date. Row 1: TRD, 5561B003, Canon Other, JWH10027, 121 PALOMINO DR BIG BEAR CITY CA 92314-9196

Pick Up /Return Information:
[] Same Date as Delivery of Listed Items Specified on the Agreement
[] Other Specified Date: / / (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: Phone: Email:

Hours of Operation: Number of Steps: Elevator: Loading Dock:

Special Instructions:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature
Printed Name Title Date

RIDER A

CANON OFFICE DEVICES AND CUT SHEET PRODUCTION MAINTENANCE TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER A SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

“Equipment” for purposes of this Rider A shall mean Canon branded office devices (and not Large Format equipment covered under Rider F nor printers covered under Rider E). CSA may provide Maintenance and/or consumables for Non-Canon branded devices if so designated on the Order Schedule, and such devices shall be considered “Equipment” hereunder, otherwise they shall be provided by the manufacturer as set forth in their applicable documentation.

1. MAINTENANCE / TERM / CHARGES.

a. If Maintenance for Equipment is indicated on its Order Schedule, it shall mean that CSA will keep the Equipment in good working order subject to the terms of this Agreement. Maintenance shall include emergency break fix service, routine preventative maintenance, including inspection, adjustment, parts replacement, drums, and cleaning material required for proper Equipment operation. Maintenance shall start on the date (the “Start Date”) of installation for newly installed Equipment (inclusive of standard embedded Firmware) with consumables inclusive service. For newly installed Equipment under Equipment warranty and without consumables inclusive service, the Start Date shall be at the end of the relevant Equipment warranty or 90 days from installation, whichever comes first. The Start Date is stated on the Order Schedule for all previously placed Equipment.

b. The initial term of Maintenance is set forth on the Order Schedule, and thereafter shall renew for successive 12 month renewal terms unless either Party gives written notice of non-renewal at least 30 days prior to the expiration of the then-current term. The renewal charges shall be reflected on the invoice for the first billing cycle of the renewal period. If you do not agree to the change in renewal charges, you can reject the change by sending notice in accordance with Section 18 of the General Terms. Customer may, without penalty, cancel maintenance during any renewal period upon 30 days advance written notice to CSA. Once cancelled, CSA will cease all Maintenance at the end of the Term or renewal term, or the effective date of such cancellation, as applicable. CSA does not provide refunds or credits for any partial terms, except as expressly stated on the Order Schedule.

c. Unless otherwise set forth in an Order Schedule, Service Charges shall start billing and Customer shall start payment upon the completion of installation. Maintenance Base Charge(s) and Per Image Charge(s) as listed on the applicable Order Schedule (collectively “Service Charges”) are billed for full calendar month periods, with Maintenance Base Charge(s) billed in advance and Per Image Charge(s) billed in arrears.

d. The meter shall record a quantity of 1 image for each image printed on media sizes up to 13” x 19”, and two images for any larger media. For Long Sheet images, defined as images printed on media longer than 19”, there will be an additional Per Image Charge as set forth on the Order Schedule. If you are making Long Sheet images and there is no such charge on the Order Schedule, CSA will invoice you for such charges at our standard rate and you agree to pay same. For Equipment designated as Corporate Advantage, the meter shall record a quantity of 2 images for any image produced on media longer than 14”. For devices containing more than 1 meter, you will be invoiced for the total number of images recorded on all meters at the interval (e.g. monthly, quarterly, etc.) and pricing indicated on the Order Schedule.

e. If the Order Schedule is for a Fixed Price Plan charges shall not increase during the initial term, and if for a Standard Price Plan charges are subject to an annual increase up to 10% (as determined by CSA in its sole discretion) either (i) on each anniversary of the start date or (ii) once in each calendar year if you have selected the Aggregate Coverage Plan. Notwithstanding the foregoing and for purposes of clarity, with respect to

transactions where CFS invoices the Maintenance Base Charge, such annual increase shall be applied only to the Excess Per Image Charge and shall exclude the Maintenance Base Charge.

f. Aggregate and Fleet Plans. If Aggregate plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment on that Order Schedule, unless otherwise indicated. When Fleet Plan is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed on the first page of the Order Schedule apply to all of the Equipment ordered on the current Schedule and other Order Schedules referencing Fleet plan for the Equipment.

g. If the Listed Items on an Order Schedule are added to an existing Fleet Coverage Plan under a previous Order Schedule or contract between you and CSA, (i) the fleet shall include the equipment listed under the previous Order Schedule or contract, and all other Order Schedules or contracts for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous Order Schedules or contracts.

h. If the Listed Items on an Order Schedule are added to an existing Aggregate Coverage Plan under a previous Order Schedule or contract between you and CSA, the Covered Images shall apply to all of the Equipment on the Order Schedule, unless otherwise indicated, plus the listed items under previous Order Schedule(s) or contract (s), and all other Order Schedules or contracts for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues.

i. If the Per Unit is indicated in the Equipment Maintenance Information Section on an Order Schedule, the Maintenance Base Charge and the Covered Images listed in each Section of the Order Schedule shall apply on a per unit basis for the Equipment listed in that Section.

j. If image dependent service is selected, there shall be no Per Image Charges; however, the then-current term shall terminate at the end of the number of months specified on the Order Schedule or on the date when the images made exceed the maximum covered images specified on the Order Schedule, whichever event occurs sooner.

k. Unless otherwise indicated in an Order Schedule, you authorize CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. You also authorize CSA to accept on your behalf, and you agree to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data you may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement.

2. CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Equipment, upon your written request, CSA in its sole discretion will repair or replace the Equipment with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the Equipment to good working order in accordance with the terms of this Agreement. If a replacement unit of Equipment is provided, the replaced unit shall be removed from the Lease and the replacement unit shall be deemed a "Listed Item" under the Lease and for the Lease and all other purposes of this Agreement. This policy shall pertain to Canon Brand Equipment only and shall apply for 3 years from the date of installation or for

the initial term of any CFS Lease, if longer, provided you are not in default of this Agreement or the Lease and such Maintenance services have not been canceled or terminated.

3. HOURS OF OPERATION AND ACCESS TO EQUIPMENT. Maintenance shall be performed during CSA's local regular business hours (8:30 A.M. to 5:00 P.M. Monday through Friday, excluding CSA holidays). Overtime charges, at CSA's current rates, will be charged for all Maintenance service calls outside normal business hours. You shall give CSA reasonable and safe access to the Equipment and CSA shall provide labor or routine, remedial and preventive Maintenance as well as remedial parts. CSA may terminate its Maintenance obligations for any Equipment you relocate to a site outside CSA's service territory.

4. ITEMS NOT COVERED UNDER MAINTENANCE. Any work beyond the scope of this Agreement shall be invoiced in accordance with CSA's then current labor, parts and supply charges. The following items are NOT covered under Maintenance unless otherwise set forth in an Order Schedule:

- (a) all consumable supply items not provided as part of toner inclusive service, including, without limitation, paper, staples, other media, print heads and puncher dies;
- (b) repairs resulting from factors other than normal use including, without limitation, any willful act, negligence, abuse, accident, disaster (e.g., effects of water, wind, lightning, etc.) or misuse of the Equipment;
- (c) repairs due to the use of parts, supplies or software which are not supplied by CSA and which cause abnormally frequent service calls or service problems;
- (d) repairs to fix problems resulting from service performed by personnel other than CSA personnel;
- (e) repairs due to use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;
- (f) de-installation, re-installation or relocation of Equipment;
- (g) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment;
- (h) work which you request to be performed outside of CSA's regular business hours;
- (i) repair of network/system connection device, except when listed on an Order Schedule; or
- (j) repairs due to the use of paper/media not in compliance with manufacturer's published specifications.

5. EXCESSIVE MAINTENANCE REQUIREMENTS. If, in CSA's opinion, any Equipment cannot be maintained in good working order through Maintenance, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of Maintenance as to such Equipment and refund the unearned portion of any prepaid charges hereunder.

6. PARTS. You disclaim any interest in parts or Equipment replaced or removed by CSA. Such parts and Equipment shall be replaced on an exchange basis and shall become the property of CSA.

7. CONSUMABLE INCLUSIVE (INCLUDING TONER ABUSE). Consumable Supplies: All consumables are the property of CSA until used. Consumables Inclusive Maintenance includes replenishment of toner only (unless other consumables are specified on the Order Schedule and applicable to the unit of Equipment). Toner is supplied for exclusive use with the unit of Equipment for which it is provided. CSA may terminate the Maintenance under this Agreement if you use the consumables in a different manner. If

your use of consumables exceeds the typical use pattern (as determined solely by CSA) for these items by more than 10% of the published manufacturer specifications for conventional office image coverage, or should CSA, in its sole discretion, determine that consumables are being misused in any fashion, CSA may invoice you for such excess usage and you agree to pay for such improper or excess use. Consumable Inclusive Maintenance is predicated upon deployment of CSA's Remote Reporting Agent (see Section 1.k above), which may include Auto-Toner Replenishment. CSA may charge you a Supply Freight Fee to cover the cost of shipping consumables to you. If expiration dates are indicated on your consumable containers, you shall use the oldest container(s) first. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of Maintenance for the applicable unit of Equipment.

8. BILLING / METER COLLECTION.

a. You agree to provide timely meter readings to CSA and to comply with the billing procedures designated by CSA. If CSA does not receive timely meter readings from you, you agree to pay invoices that reflect CSA's estimates of meter readings. CSA reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle. In accordance CSA's normal procedures and the meter read option selected.

b. You agree that CSA shall be entitled to acquire meter readings using CSA's Remote Reporting Agent, however if it does not communicate with CSA for any reason, you agree to timely provide manual meter readings.

c. You may also use the myCSA website to provide meter readings, in which case you, your employees or agents shall complete CSA's registration process governing access to and use of such website, and you agree to be bound by, and comply with its Terms of Use. CSA may change your meter read options from time to time upon 60 days' notice.

9. FIRMWARE. For Equipment covered under Maintenance or an applicable warranty, CSA shall make available to you from time to time upgrades and bug fixes for the Firmware when provided by the manufacturer or developer. Such upgrades and bug fixes shall be installed remotely as set forth in Section 1.k. however should the remote installation fail for any reason, or you require assistance from CSA, additional charges may apply.

10. APPLICATION SOFTWARE AND SOFTWARE SUPPORT CONTRACTS. If you have acquired any application Software and/or Software Support Contracts, these Listed Items shall be governed by the terms and conditions of Rider C.

11. DEFAULT. In addition to the remedies set forth in the General Terms, should you default in your obligations under this Rider A or cancel Maintenance prior to the end of its initial term, you shall pay an early termination fee equal to three (3) times the average monthly billing to date and any excess toner charges for such Maintenance. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty.

RIDER B

TRADE-IN, RETURN, UPGRADE AND BUYOUT TERMS

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER B SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

For purposes of this Rider B:

“Return Equipment” means equipment that CSA is picking up and returning to a leasing company.

“Trade-In Equipment” means equipment owned by you, where you are conveying title to CSA upon CSA picking up the equipment.

“Upgrade Equipment” means equipment on an active lease between you and CFS, where CSA is facilitating an early termination of such lease as a part of a new transaction on a related Order Schedule.

each as designated on a Return Schedule.

1. BUY OUT REIMBURSEMENT: If “Buy-Out Reimbursement” is indicated on the applicable Return Schedule it will be paid directly to the designated party thereon (whether you or the finance or leasing company that owns the equipment listed on the Return Schedule (the “Lessor”)) by CSA upon installation and acceptance of the Listed Items set forth on the Order Schedule applicable thereto and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the equipment (as identified on the applicable Return Schedule) or for other equipment being replaced by said Listed Items, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of said Listed Items. You are responsible to obtain and/or confirm the Buy-Out Reimbursement amount with your Lessor, and any such amount shall include a delivery period of a minimum of thirty (30) days from the date of the installation and testing of said Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for said Listed Items. You acknowledge and agree that CSA’s financial obligation is limited to the Buy-Out Reimbursement amount on the applicable Return Schedule, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement. The above is conditioned upon you making the Trade-In Equipment or Return Equipment available for pickup by CSA on the relevant date specified on the Return Schedule.

2. RETURNING OF TRADE-IN EQUIPMENT, UPGRADE EQUIPMENT AND RETURN EQUIPMENT: If Trade-In Equipment, Upgrade Equipment or Return Equipment is indicated on a Return Schedule, you hereby authorize CSA in its sole and reasonable discretion, to either i.) pick up the Trade-in Equipment, Upgrade Equipment, or Return Equipment listed on the Return Schedule; or ii.) with respect to such equipment weighing fifty (50) pounds or less, provide you with appropriate packing materials and pre-paid postage so that you can ship the equipment back to CSA or the Leasing Company. Upon said pick-up or your shipping of the Trade-In Equipment, Upgrade Equipment, or Return Equipment to CSA or the Leasing Company as applicable, title to Trade-in Equipment is conveyed to CSA, and you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests. You further warrant that, (a) the Trade-In Equipment, Upgrade Equipment and Return Equipment will be provided to CSA (unless specified on the Return Schedule that it is provided on an “As Is” basis) in good working condition, reasonable wear and tear excepted, and (b) you shall make it available for pickup by CSA on the relevant date specified on the Return Schedule. If you breach or fail to comply with any of the foregoing CSA may, and without limiting its other remedies under applicable law:

- a.) return the Trade-In Equipment, Upgrade Equipment, or Return Equipment to you (at your expense both for the return and the original pickup);
- b.) rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the Buy-Out Reimbursement,
- c.) require you to refund to CSA the full amount of any trade-in or upgrade credit whether it's reflected in the Return Schedule or not, and/or
- d.) require you to pay the fair market value of such Trade-In Equipment, Upgrade Equipment, or Return Equipment, as determined by CSA.

Return Equipment and/or Upgrade Equipment, when indicated on a Return Schedule shall be shipped to the Lessor specified on the Return Schedule by CSA's standard shipping method, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and/or Upgrade Equipment, and to arrange on your behalf and at CSA's expense, for the shipment of the Return Equipment and/or Upgrade Equipment to the Lessor, or provide you with appropriate packing materials and pre-paid postage so that you can ship the Return Equipment and/or Upgrade Equipment back to CSA or the Lessor, as indicated on the Return Schedule.

3. DELAY OR DAMAGE TO EQUIPMENT IN TRANSIT. You acknowledge that neither CSA nor its shipper inspects functionality prior to transportation of Trade-in Equipment, Upgrade Equipment, or Return Equipment and therefore makes no representation regarding functionality upon delivery. CSA shall only be responsible for obvious physical damage to the Trade-in Equipment, Upgrade Equipment, or Return Equipment while being relocated or returned to the Lessor to the extent such damage is caused by CSA or its shipper's negligence or willful misconduct while in their possession. You agree to pay CSA's removal charges if, on the date indicated on the Return Schedule, Trade-in Equipment, Upgrade Equipment, or Return Equipment is unavailable for pickup and removal through no fault of CSA. In the event undisclosed conditions (e.g. incorrect mileage, special rigging requirements, inaccessible location for pick up or delivery, etc.) are encountered, you agree that CSA may invoice you for additional reasonable fees as required to complete the relocation.

4. DATA. You acknowledge that the hard drive(s) on the Trade-in Equipment, Upgrade Equipment, or Return Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Trade-in Equipment or Return Equipment ("TIR Data"). You acknowledge that CSA is not storing TIR Data on behalf of you and that exposure or access to the TIR Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates or contractors have an obligation to return, erase or overwrite TIR Data upon pick up and return of the Trade-in Equipment, Upgrade Equipment, or Return Equipment to CSA or any Lessor. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting TIR Data. The terms of this section shall solely govern as to TIR Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to TIR Data.

RIDER C

SOFTWARE AND SOFTWARE SUBSCRIPTION LICENSING AND SUPPORT

THE GENERAL TERMS ARE INCORPORATED HEREIN BY REFERENCE. THE TERMS OF THIS RIDER C SHALL CONTROL OVER THE GENERAL TERMS UNLESS OTHERWISE SPECIFICALLY STATED HEREIN.

1. DEFINITIONS AND INCORPORATED DOCUMENTS.

(a) "Software" for purposes of this Rider C shall mean application software licensed to you and any revisions for updates related thereto, and shall exclude Firmware which is subject to Rider A, and software provided with Large Format equipment which is subject to Rider F.

(b) "Software Subscription" shall mean Software which is licensed to you on a subscription basis for a term and may include provision of basic support and updated versions, as set forth in the TOS, EULA or SMA.

(c) "EULA" shall mean an end user license agreement, "TOS" shall mean the terms of service, and "SMA" shall mean a software maintenance or support agreement, each as applicable to the Software or Software Subscription.

(d) The terms of the EULA, TOS and SMA can be found at <http://ess.csa.canon.com/SMA-EULA.html>, and any such terms shall solely govern as to matters contained therein except as otherwise specifically set forth in this Rider C, and you agree to comply with such terms. The period of time such EULA, SMA or TOS shall apply ("Term") is set forth in the applicable Order Schedule.

2. LICENSING. (a) Title to the Software and Software Subscription shall remain with the licensor or developer; and (b) Software shall be licensed to you subject to its EULA, and a Software Subscription shall be licensed to you subject to its EULA or TOS. With regard to any "shrink-wrap" or "click-wrap" or "click through" acceptance required for Software or a Software Subscription, you hereby authorize CSA to accept same on your behalf (e.g., by opening the package or clicking the "I ACCEPT" button), and you agree to comply with the terms of same.

3. SOFTWARE AND SOFTWARE SUBSCRIPTION INSTALLATION AND CONFIGURATION SERVICES. Installation and configuration services for Software and Software Subscriptions shall be provided pursuant to a statement of work or project work order between you and CSA or you and the Software developer or licensor.

4. SOFTWARE SUBSCRIPTION. You agree to accept and pay either the purchase price or the number of periodic payments for the Software Subscription indicated on the Order Schedule or in any addendum(s) hereto for the corresponding term. The purchase price for the Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign the periodic payments to a third party, or its assigns, and agree to pay such assignees.

5. SOFTWARE SUPPORT AND SOFTWARE SUBSCRIPTION / BUG FIXES / UPDATES. When indicated on an Order Schedule, support for Software and Software Subscriptions is provided directly by the respective developers or licensors thereof and is as set forth in each developer's or licensor's applicable SMA or TOS for the term set forth in the Order Schedule.

6. RENEWAL OF SMAS AND SOFTWARE SUBSCRIPTIONS. SMAs and Software Subscriptions shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless you provide written notice to CSA cancelling the Software Support Contract or SMA within 90 days but no less than 30 days of the end of the Term or the Renewal Term. SUCH WRITTEN NOTICE MUST BE SENT TO CSA VIA COURIER OR CERTIFIED MAIL, TO: ONE CANON PARK, MELVILLE, NY 11747 ATTN: MARKETING OPERATIONS, SOFTWARE LICENSE DESK, OR SENT BY EMAIL TO

[SOFTWARE LICENSE DESK@CSA.CANON.COM](mailto:SOFTWARE_LICENSE_DESK@CSA.CANON.COM). CSA may increase pricing during each Renewal Term and may cancel Software Subscriptions and SMAs during any Renewal Term upon written notice to you, in which case you will be refunded any unearned charges for the balance of the Renewal Term. Otherwise, CSA does not provide refunds or credits for any partial terms, except as expressly stated on the applicable Order Schedule.

6. DEFAULT. In the event of your default under this Rider C or if you cancel a Software Subscription(s) or SMA(s) prior to the end of their respective Term or Renewal Term, CSA may, without limiting its other rights and remedies available under applicable law, require you to pay all amounts then due but unpaid, including any applicable late charges, plus an early termination fee equal to the balance of the purchase price or periodic payments. You agree that such charges are reasonable liquidated damages for loss of bargain and not a penalty. The purchase price for the Software or Software Subscription may be incorporated into your Lease payment. You acknowledge that CSA may assign periodic payments to a third party, or its assigns, and agree to pay such assignees.

7. ADDITIONAL LIMITATION OF WARRANTY FOR SOFTWARE AND SOFTWARE SUBSCRIPTION. CSA MAKES NO WARRANTIES OF DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKES ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SOFTWARE OR SOFTWARE SUBSCRIPTION. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL LOOK SOLELY TO THE ENTITY LICENSING OR SUPPORTING THE SOFTWARE OR SOFTWARE SUBSCRIPTION AS TO ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SOFTWARE, SOFTWARE SUPPORT CONTRACT, OR THE SOFTWARE SUBSCRIPTION, AND THAT CSA, UNLESS IT IS SUCH ENTITY, SHALL HAVE NO OBLIGATION OR LIABILITY THEREFORE, AND YOU WAIVE YOUR RIGHTS TO BRING ANY SUCH CLAIM OR CAUSE OF ACTION AGAINST CSA. YOUR PAYMENTS AND OTHER OBLIGATIONS UNDER THIS AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE SOFTWARE SUPPORT CONTRACT OR SOFTWARE SUBSCRIPTION, OR FAILURE IN ANY WAY OF THE SOFTWARE OR SOFTWARE SUBSCRIPTION.

THESE MASTER LEASE TERMS (the "Lease Terms") apply to any schedule incorporating these Lease Terms by reference whether designated as a "Lease Schedule- Itemized," a "Lease Schedule - Blended" or otherwise (in any case, a "Lease Schedule") entered into by and between Canon Financial Services, Inc. ("CFS") and the customer identified in such Lease Schedule ("Customer") from time to time for the lease or rental, as applicable, to Customer of the Equipment (as defined below) supplied by Canon Solutions America, Inc. ("CSA") and described in such Lease Schedule. Each Lease Schedule referring to these Lease Terms will constitute a separate agreement for the lease of the equipment described therein and shall incorporate these Lease Terms.

1. AGREEMENT: CFS leases to Customer and Customer leases from CFS all the equipment described in any Lease Schedule signed by Customer and accepted by CFS, together with all replacement parts and substitutions for and additions to such equipment (the "Equipment"), and licenses of software, if applicable, ("Listed Software") with such Equipment and Listed Software collectively referred to as (the "Listed Items"), upon the Lease Terms.

2. TERM OF SCHEDULE: Each Lease Schedule shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. Any such acceptance is irrevocable. If Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of any non-acceptance, specifying the reasons therefor and specifically referencing the relevant Lease Schedule, Customer shall be deemed to have irrevocably accepted such Equipment. The term of each Lease Schedule begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment period specified on such Lease Schedule and any renewal periods. After acceptance of the Equipment covered by any Lease Schedule, Customer shall have no right to revoke such acceptance or cancel such Lease Schedule during the term indicated thereon. The term of any Lease Schedule shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under such Lease Schedule have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof, or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms thereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of any Lease Schedule for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term. As between CFS and Customer only, these Lease Terms shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order.

3. PAYMENTS: Customer agrees to pay to CFS, as invoiced, during the term of each Lease Schedule, (a) the lease or rental payments specified on the respective Lease Schedule, and (b) such other amounts permitted thereunder or in these Lease Terms as invoiced by CFS ("Payments"). The amount of each Payment and the End of Term Purchase Option specified on each Lease Schedule ("Purchase Option") are based on CSA's best estimate of the cost of the Equipment and any related services and supplies, including any sales and use tax. Customer authorizes CFS to adjust such Payments and Purchase Option prices by up to fifteen percent (15%) if the actual total cost of the Equipment and any related services and supplies, including any sales or use tax, is more or less than originally estimated. CSA has the right to increase service charges subject to the following: (1) If a Lease Schedule indicates a "Fixed" Price Plan, all base copy charges (if any) and all Per Image Charges shall be Fixed for the initial term and shall be subject to increase after the initial term on each anniversary of the Commencement Date thereafter; (2) If a Lease Schedule indicates a "Standard" Price Plan, a) the Base Charges related to copy charges (if any) shall be subject to increase after the initial term on each anniversary of the Commencement Date; and b) the Per Image Charge shall be subject to increase annually on each anniversary of the Commencement Date; and (3) The aforementioned increases in service charges shall not exceed fifteen percent (15%) of such charges which were in effect immediately prior to such price increase. **Customer agrees to advise CSA of the meter readings for the Equipment upon request.** Customer shall remit all Payments hereunder directly to CFS at 14904 Collections Center Drive, Chicago, Illinois 60693, unless otherwise directed by CFS. Customer's obligation to pay all amounts due under a Lease Schedule or these Lease Terms and all other obligations thereunder and hereunder is absolute and unconditional and is not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If Customer fails to pay any sum to be paid by Customer to CFS under any Lease Schedule on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under any Lease Schedule or in enforcing any of the Lease Terms or any Lease Schedule, including without limitation reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder. In no event shall any amount paid in advance earn interest except where required by applicable law.

4. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED OR RENTED "AS IS" AND IS OF A SIZE, DESIGN,

AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. So long as Customer is not in breach or default of any Lease Schedule, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY LEASE TERM OR ANY LEASE SCHEDULE, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASE TERMS, ANY LEASE SCHEDULE, OR THE EQUIPMENT, ON BEHALF OF CFS.

5. USE; LOCATION; LIENS; PERSONAL PROPERTY; FINANCING STATEMENTS: Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer shall not move the Equipment from the location specified on the applicable Lease Schedule except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth in the respective Lease Schedule), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name, chief executive office address or jurisdiction of organization).

6. INDEMNITY: Customer shall indemnify and defend CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, injuries, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) caused by the Equipment, including, without limitation, arising from or related to the storage, transmission or destruction of Data. This Section shall survive termination of any and all Lease Schedules.

7. MAINTENANCE: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions for and to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the Lease Terms. If a Lease Schedule includes payments for service and supplies, CSA is responsible for providing the service and supplies described in the Lease Schedule in accordance with CSA's terms and conditions, of which Customer acknowledges receipt. Unless otherwise indicated on a Lease Schedule, Customer authorizes CSA to use networked features of the Equipment and remote reporting software ("Remote Reporting Agent") to obtain meter readings, receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. Customer also authorizes CSA to accept on Customer's behalf, and Customer agrees to comply with, any licenses, terms of use and services, and privacy statements, which, unless otherwise agreed in writing by CSA, shall solely control as to the matters contained therein, including those pertaining to any personal data Customer may have shared in connection with the use of the Remote Reporting Agent. For example, CSA utilizes the Canon Universal Gateway 2 ("UGW2") as a Remote Reporting Agent through the UGW2 website, and the above authorization shall apply to the UGW2 Terms of Use and Terms of Service, and the UGW2 Privacy Statement. Customer acknowledges that the charges set forth on the Lease Schedule are contingent on the continued use of Remote Reporting Agent during the term. If CSA does not receive timely meter readings from Customer, Customer shall pay invoices that reflect CSA's estimates of meter readings. CSA or CFS may verify the accuracy of any meter readings from time to time and invoice Customer for any shortfall in the next invoice. Customer shall use reasonable care in handling and operation of the Equipment. CSA shall have the right to substitute equivalent Equipment at any time during the term of a Lease Schedule in connection with any replacement of the Equipment by CSA. Customer acknowledges that CFS will not be responsible for any service, repairs, or maintenance of the Equipment, whether provided for in the Lease Terms, the applicable Lease Schedule, or in any other agreement between CSA and Customer, and that if Customer has a dispute regarding the Equipment or the maintenance thereof, Customer shall continue to pay all charges due under the applicable Lease Schedule without deducting or withholding any amounts.

8. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses, or charges, as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such

personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. For each Lease Schedule commenced incorporating these Lease Terms, Customer shall pay to CFS a documentation fee in the amount of \$85.

9. LOSS; DAMAGE; INSURANCE: Customer shall bear the entire risk of loss, theft or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft, or damage shall relieve Customer of any obligation under the Lease Terms or any Lease Schedule. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the Lease Terms), or (b) pay CFS the Remaining Lease Balance. Customer, at its sole cost and expense, shall, during the term hereof obtain and maintain property and liability insurance in form, amount, and with companies satisfactory to CFS. Each policy of insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the Remaining Lease Balance on the applicable Lease Schedule. The "Remaining Lease Balance" shall be the sum of: (i) all Payments then owed and outstanding; (ii) the present value of all remaining Payments; (iii) the Purchase Option price of the Listed Items indicated on the Lease Schedule plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value under any Lease Schedule, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If Customer fails to provide proof of insurance, CFS may, but is not required to obtain insurance covering CFS' interests, and charge the Customer for the costs of such insurance, and an administrative fee. CFS and any of its affiliates may make a profit on the foregoing.

10. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under all Lease Schedules: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under any Lease Schedule, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor who is a natural person dies.

11. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) require Customer to immediately pay all unpaid Payments under any Lease Schedule (whether or not then due) and other amounts due under any and all Lease Schedules, with CFS retaining title to the Equipment; (b) to terminate any and all Lease Schedules with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment, and (i) retain such Equipment and all Payments and other sums paid under all Lease Schedules, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (A) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (B) shall have no duty to prepare or process the Equipment prior to sale; (C) may disclaim warranties of title, possession, quiet enjoyment and the like; and (D) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under the applicable Lease Schedule. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

12. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE ANY LEASE SCHEDULE IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer any Lease Schedule. Customer agrees that if CFS transfers any Lease Schedule, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

13. RENEWAL; RETURN: Except in the case of a Lease Schedule containing a \$1.00 Purchase Option, each Lease Schedule automatically renews under the same terms and conditions on a month-to-month basis if Customer fails to give CFS 60 days' prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless a Lease Schedule automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Lease Schedule terminates in good operating condition, ordinary wear and tear resulting from proper use excepted, at Customer's sole cost and expense to a location specified by CFS, and shall reimburse CFS for any costs incurred to place the Equipment in good operating condition. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment.

14. PURCHASE OPTION: A) END OF TERM PURCHASE OPTION. At the end of any term, Customer shall give CFS 60 days' irrevocable prior written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the Purchase Option plus any costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days' irrevocable prior written notice, purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus costs. "Fair Market Value" shall be CFS' retail price when Customer purchases the Equipment. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

15. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. The Equipment contains various security features that Customer may utilize in this regard. Customer should contact CSA for further information. CSA will work with you to provide information regarding your options and offer services to assist you. Please note that such services may result in additional charges. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of the Lease Terms or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer, CSA and CFS applies, or could be construed to apply to Data.

16. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Lease Schedule, in inverse order of maturity, and any excess shall be refunded. If any Lease Schedule is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns a security interest in the Equipment to secure payment and performance of Customer's obligations under the Lease Terms and such Lease Schedule.

17. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH LEASE SCHEDULE IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A"), AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

18. WAIVER OF OFFSET: The lease created by each Lease Schedule is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the dealer, supplier, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Lease Schedule and these Lease Terms and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

19. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: EACH LEASE SCHEDULE SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER EACH LEASE SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION OF ANY LEASE SCHEDULE, AND CFS, BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS UNLESS CUSTOMER RESIDES IN A STATE IN WHICH A WAIVER OF A RIGHT TO A JURY TRIAL IS UNENFORCEABLE AS A MATTER OF THAT STATE'S PUBLIC POLICY.

20. MISCELLANEOUS: All notices required or permitted under the Lease Terms or any Lease Schedule shall be sufficient if delivered personally, sent via electronic transmission, or mailed to such party at the address set forth in an applicable Lease Schedule, or at such other address as such party may designate in writing from time to time. Any notice deposited in the mail shall be effective after it has been received. Customer's representations, warranties, and covenants under each Lease Schedule shall survive the delivery and return of the respective Equipment. Any provision of the Lease Terms which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Lease Terms. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information on a Lease Schedule including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, each Lease Schedule (incorporating the Lease Terms by reference) contains the entire arrangement between Customer and CFS with respect to such Lease Schedule and no modifications thereof shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept an electronic transmission of any Lease Schedule or any Acceptance Certificate as an original, and that electronically transmitted copies of Customer's signature will be treated as an original for all purposes. If the Lease Schedule references an existing master agreement between Customer and CFS (the "Existing Master CFS Lease") and to the extent applicable to the transactions contemplated by the Lease Schedule, then the terms of the Existing Master CFS Lease shall control over the Lease Terms for so long as the Existing Master CFS Lease remains in effect.

21. APPROVED AFFILIATES AND APPROVED SUBSIDIARIES: From time to time, affiliates and subsidiaries of Customer that meet CFS' credit underwriting standards then in effect (each, an "Approved Affiliate" or "Approved Subsidiary") may enter into Lease Schedules hereunder on the same terms and conditions as if each such Approved Affiliate or Approved Subsidiary was the Customer hereunder. Each of Customer and each Approved Affiliate or Approved Subsidiary shall be jointly and severally liable for the obligations under the Schedule(s) entered into by it pursuant to this Agreement.

22. FISCAL FUNDING (if applicable): This Section 22 shall only apply if "Fiscal Funding" is designated on the Lease Schedule. Customer warrants that it has funds available to pay Payments payable pursuant to the Lease Schedule until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of the term of Lease Schedule. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under the Lease Terms and any Lease Schedule. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with each Lease Schedule, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Lease Schedule; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under the Lease Schedule. In the event Customer returns the Equipment pursuant to the terms of the Lease Schedule, CFS shall retain all sums paid by Customer. Customer's Payment obligations under each Lease Schedule in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in the Lease Terms shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for each Lease Schedule and the Equipment.



AGENDA ITEM: 10.C.

MEETING DATE: September 25, 2024

TO: Governing Board of the Big Bear Area Regional Wastewater Agency

FROM: David Lawrence, P.E., General Manager

SUBJECT: Reject All Bids for the Force Main Project and Re-Bid the Project

BACKGROUND:

On August 12, 2024, the Governing Board directed staff to award a contract for the Force Main Project (Project) to the lowest responsive and responsible bidder not to exceed \$1,317,645 and authorized the General Manager to negotiate and execute the contract documents. The Governing Board also directed staff to engage Water Systems Consulting, Inc. (WSC) for engineering services not to exceed \$40,000.

DISCUSSION:

The Notice Inviting Bids was published on August 15, 2024, in the Big Bear Grizzly Newspaper, on the Agency’s website, and at Quest CDN, an online bid management system. Additionally, it was emailed to construction trade journals and contractors listed on the Agency’s Contractor’s List, in accordance with the Agency’s Formal Bidding Procedures under the Uniform Public Construction Cost Accounting Act (UPCCAA). To be eligible to submit a bid, contractors were required to attend a mandatory pre-bid meeting on August 27, 2024. Nine contractors attended. Addendum No. 1 was emailed to the nine eligible contractors on September 4, 2024, and Addendum No. 2, allowing bids to be emailed due to the Line Fire, was emailed on September 9, 2024. One bid was received and evaluated. This bid greatly exceeded the Project budget.

| Ranking | Contractor | Bid Amount |
|---------|-------------------------------|-------------|
| 1 | RE Chaffee Construction, Inc. | \$2,290,900 |

Staff will work with WSC to reduce the scope of work while retaining the essential elements of the original Project design. Staff recommends rejecting all bids per Public Contract Code section 22038 and re-bidding the Project with a reduced scope of work. Rebidding is expected to incur additional engineering costs, estimated at \$25,000, with engineering services during construction projected at \$23,000.

The revised Project budget is as follows:

| Vendor | Description | Amount |
|--------|---|-------------|
| TBD | Construction | \$1,269,645 |
| WSC | Engineering Services – Original Scope of Work | 40,000 |
| WSC | Rebid - Reduced Scope of Work | 25,000 |
| WSC | Engineering Services during Construction | 23,000 |
| Total | | \$1,357,645 |

FINANCIAL IMPACT:

The Agency is unable to fund the Project as bid, even after careful consideration of the capital budget. The reduced scope of work and additional engineering services are expected to remain within the approved Project budget.

RECOMMENDATION:

1. Authorize the General Manager to reject all bids received for the Force Main Project and direct the General Manager to re-bid the Project with a reduced scope of work;
2. Direct the General Manager to engage Water Systems Consulting, Inc. for additional engineering services for the Force Main Project in the amount of \$48,000; and
3. Direct the General Manager to negotiate and award a contract to the lowest responsive and responsible bidder for the Force Main Project, not to exceed \$1,269,645.