

FORESTHILL PUBLIC UTILITY DISTRICT

AGENDA

Regular Business Meeting of the
FORESTHILL PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
Foresthill Elementary School, 24750 Main Street, Foresthill, CA 95631
www.foresthillpud.com

Pursuant to Government Code section 54953(b), Treasurer Roger Pruett will be participating in the meeting remotely. The teleconference location is 22235 Foresthill Road, Space 26, Foresthill, CA 95631. Treasurer Pruett will participate in the meeting via telephone or Zoom Meeting (depending on internet availability).

Wednesday	November 12, 2025	6:00 P.M.
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Any person may access and comment during the meeting by doing the following:

Join Zoom Meeting: <https://us06web.zoom.us/j/82837681166> Meeting ID: 828 3768 1166

A. CALL TO ORDER 6:00 PM

B. ROLL CALL

_____ President Chase Dowling
_____ Vice President Mark Bell
_____ Treasurer Roger Pruett
_____ Director Ron Thompson
_____ Director Dianne Foster

C. PLEDGE OF ALLEGIANCE

D. PUBLIC COMMENT:

- Members of the public may provide comments to the Board on items that are not on the agenda. We welcome and encourage your comments as the Board takes them into consideration in our deliberations.
- Speakers are limited to a maximum of three minutes.
- The Board may not respond to, discuss, or engage in any type of dialog regarding any public comment; however, the President may direct questions to staff for a later response or future consideration by the Board.
- Appropriate and respectful language and behavior is vital to the functioning of a public meeting. We ask the Board, staff, and members of the public to speak courteously and respectfully. Therefore, the Board prohibits disruptive behavior.

E. **CONSENT AGENDA:** All items listed under the Consent Agenda are routine in nature and may be approved by one motion.

1. Approval of agenda.
2. Approval of October 8, 2025, Regular Board Meeting minutes.
3. Receive and file combined financial reports for September 2025.

F. **OPERATIONS ACTION ITEMS:**

1. Authorization to purchase replacement generators for the Foresthill Water Treatment Facility
Recommended action: Authorize the General Manager to purchase the replacement generators for the Water Treatment Facility from Cummins, in an amount not to exceed \$135,000.
Public comment:

G. **BOARD MEMBER ACTION ITEMS:**

1. **Discuss update on the posting of the FPUD Finance Manager position (as per Grand Jury Recommendation #1).**
2. Consider and approve updating the status of securing Sugar Pine water right permits as **per Grand Jury recommendation #10.**
Recommended Action: By motion, approve.
3. Consider and approve "the FPUD schedule a meeting to establish performance goals and objectives for the General Manager no later than Dec. 30, and for each fiscal year thereafter" as **per Grand Jury Recommendation No. 12.**
4. Board approval of hiring a board secretary. Approval of request for proposals.
Recommended action: Discuss and direct staff accordingly.
Public comment:

H. **BOARD MEMBER POLICY ACTION ITEMS:**

1. Discussion on revision to Policy 2000.
Recommended Action: By motion, approve.
2. Consider and approve following Board Policy #2360 for taking Board minutes as **per Grand Jury Recommendation #5** until such time an external Board Secretary is hired.
Recommended Action: By motion, approve.
3. Consider and approve the General Manager updating job description Policies #2301 through #2381 as **per Grand Jury Recommendation #3** by December 2025 Board meeting.
Recommended action: By motion, approve.

I. **DISCUSSION ITEMS:**

1. General Manager Report

2. Remarks/reports by Directors

J. FUTURE AGENDA ITEMS - Future agenda items are to help the General Manager and Board President craft the next month's agenda. Unless otherwise voted upon, the future agenda will comprise of no more than one new board member action item and no more than one new policy action item. Now is the time to discuss which items the board would like to see first to help prioritize efficiency.

1. Creating Policy 5025 – Board Meeting Agenda

K. ADJOURNMENT

In accordance with Government Code Section 54954.2(a) this notice and agenda were posted in the district's front window at the Foresthill Public Utility District office, 24540 Main Street, Foresthill, CA 95631 on or before 4:30 PM., November 5, 2025.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the General Manager at (530)367-2511. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting.

Henry N. White, General Manager

FORESTHILL PUBLIC UTILITY DISTRICT

MINUTES

Item E 2

Regular Business Meeting of the
FORESTHILL PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
Foresthill Elementary School, 24750 Main Street, Foresthill, CA 95631
www.foresthillpud.com

Pursuant to Government Code section 54953(b), Treasurer Roger Pruett will be participating in the meeting remotely. The teleconference location is 22235 Foresthill Road, Space 26, Foresthill, CA 95631. Treasurer Pruett will participate in the meeting via telephone or Zoom Meeting (depending on internet availability).

Pursuant to Government Code section 54953(b), Vice President Mark Bell will be participating in the meeting remotely. The teleconference location is Mesa Verde National Park, Montezuma County, Colorado. Vice President Mark Bell will participate in the meeting via telephone or Zoom Meeting (depending on internet availability).

Wednesday	October 8, 2025	6:00 P.M.
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Any person may access and comment during the meeting by doing the following:

Join Zoom Meeting: <https://us06web.zoom.us/j/82837681166> Meeting ID: 828 3768 1166

A. CALL TO ORDER 6:00 PM *President Dowling called the meeting to order at 6:04 PM.*

B. ROLL CALL

_____ President Chase Dowling	<i>Present</i>
_____ Vice President Mark Bell	<i>Present via Zoom</i>
_____ Treasurer Roger Pruett	<i>Absent</i>
_____ Director Ron Thompson	<i>Present</i>
_____ Director Dianne Foster	<i>Present</i>

Henry N. White, General Manager, was in attendance.

C. PLEDGE OF ALLEGIANCE *President Dowling led the Pledge of Allegiance.*

D. PUBLIC COMMENT:

- Members of the public may provide comments to the Board on items that are not on the agenda. We welcome and encourage your comments as the Board takes them into consideration in our deliberations.
- Speakers are limited to a maximum of three minutes.
- The Board may not respond to, discuss, or engage in any type of dialog regarding any public comment; however, the President may direct questions to staff for a later response or future consideration by the Board.

- Appropriate and respectful language and behavior is vital to the functioning of a public meeting. We ask the Board, staff, and members of the public to speak courteously and respectfully. Therefore, the Board prohibits disruptive behavior.

No public comments were offered.

E. Approval of participation of Vice President Bell by teleconference pursuant to Government Code Section 54953(b) and waiver of Teleconference Policy #4020.30

Recommended action: Approve the participation by Vice President Bell

Public comment:

Board Action: *President Dowling made a motion to waive the teleconferencing policy (#4020.30) and allow Vice President Bell to participate in the meeting. Director Foster seconded the motion. The motion failed (1-2) with Directors Foster and Thompson voting no to waive the policy and allow Vice President Bell to participate in the meeting.*

Vice President Bell muted his microphone and did not participate as a board member for the rest of the meeting. Vice President Bell remained in attendance as a member of the public.

F. CONSENT AGENDA: All items listed under the Consent Agenda are routine in nature and may be approved by one motion.

1. Approval of agenda.

Board Action: *President Dowling made a motion to approve a revised agenda. The revision included moving item K6 to H1 and combining the discussion for those two items. President Dowling moved item K 4 to a new item at J 3. The motion was seconded by Director Foster and carried unanimously (3-0).*

2. Approval of August 13, 2025, and September 10, 2025, Regular Board Meeting minutes.

Board Action: *President Dowling made a motion to approve the August 13 and September 10 minutes as presented. The motion was seconded by Director Foster and carried unanimously (3-0).*

3. Receive and file combined financial reports for July and August 2025.

Board Action: *President Dowling made a motion to approve the financial reports as submitted. The motion was seconded by Director Foster and carried unanimously (3-0).*

4. Approval of August 17 Special Board Meeting minutes.

Board Action: *The board did not take action on this item.*

G. OPERATIONS ACTION ITEMS:

1. None.

H. BOARD MEMBER ACTION ITEMS:

1. Director request to discuss “Hiring an in-house Finance Manager.”
Recommended action: Review and approve request for proposals for recruitment to select Finance Manager.
Public comment:

Agenda items H1 and K6 were discussed at the same time at 6:46 PM.

Board Action: *President Dowling made a motion to approve the request for proposals to hire a Finance Manager, introductory paragraph developed and read during the meeting. President Dowling saved the file to his telephone during the meeting. The motion was seconded by Director Foster and carried unanimously (3-0).*

Board Action: *President Dowling made a motion to approve the scope of services to be included in the request for proposals for recruiting a Finance Manager. The scope of services was developed during the meeting, and a copy will be provided by President Dowling. The motion was seconded by Director Foster and carried unanimously (3-0).*

Board Action: *President Dowling made a motion to approve the education requirements to be included in the request for proposals to recruit a Finance Manager. President Dowling will provide a copy of the education requirements developed during the meeting. The motion was seconded by Director Foster and carried unanimously (3-0).*

Board Action: *President Dowling made a motion to post the completed request for proposals on the district website, Indeed (employment recruiting website), Municipal Management Association of Northern California (MMANC) (employment recruiting website) and on the California Special District Association website. The motion died for lack of a second.*

Board Action: *President Dowling made a motion to post the completed request for proposal to the district website, Indeed, MMANC if the sites will post the recruitment for free. The motion was seconded by Director Foster. President Dowling amended the motion by adding that responses to the request for proposals be directed to President Dowling. Director Foster seconded the amendment and the amended motion passed unanimously (3-0).*

Board Action: *President Dowling made a motion to set a deadline for responses to the request for proposals of November 28, 2025. The motion was seconded by Director Foster and carried unanimously (3-0).*

Board Action: *President Dowling made a motion to direct President Dowling to write if the final draft of the request for proposals to recruit a Finance Manager and present the final document to staff. The motion was seconded by Director Foster and carried unanimously.*

2. Board approval of hiring a board secretary.
Recommended action: Discuss and direct staff accordingly.
Public comment:

Board Action: *President Dowling made a motion to approve hiring of a Board Secretary. The motion further clarified that the position would report to the President of the Board and the General Manager according to policies #5020.10 and 5060.10. The motion was seconded by Director Foster and carried unanimously (3-0).*

Board Action: *President Dowling direct staff to place an item on the next agenda, under "Board Action Items" to present a request for proposals to hire a Board Secretary.*

I. BOARD MEMBER POLICY ACTION ITEMS

1. Board member request to revise policy 5060.10 pursuant to decision to hire a Board Secretary
Recommended action: Discuss and direct staff accordingly.
Public comment:

Board Action: *President Dowling made a motion to approve the revised policy 5060 as provided in the board packet. The motion was seconded by Director Foster and carried unanimously (3-0).*

J. DISCUSSION ITEMS:

1. General Manager Report *Received*
2. Remarks/reports by Directors *None provided*

Board Action: *The board moved item K4 to be heard at this time (8:45 PM).*

Board Action: *On item K4 - No action taken.*

Board Action: *President Dowling made a motion to move item K3 to the Board Member Policy Actions for the November 2025 meeting. The motion was seconded by Director Foster and carried unanimously (3-0).*

K. FUTURE AGENDA ITEMS - Future agenda items are to help the General Manager and Board President craft the next month's agenda. Unless otherwise voted upon, the future agenda will comprise of no more than one new board member action item and no more than one new policy action item. Now is the time to discuss which items the board would like to see first to help prioritize efficiency.

1. Discussion on revision to Policy 2000.
Recommended Action: By motion, approve.

Board Action: *No action taken.*

2. Consider and approve following Board Policy #2360 for taking Board minutes (as per Grand Jury Recommendation 5) until such time an external Board Secretary is hired.
Recommended Action: By motion, approve.

Board Action: *No action taken.*

3. Consider and approve the General Manager updating job description Policies #2301 through #2381 (as per Grand Jury Recommendation #3) by November Board meeting.
Recommended Action: By motion, approve.

Board Action: No action taken.

4. Consider and approve updating the status of securing Sugar Pine water right permit as per Grand Jury recommendation #10.

Recommended Action: By motion, approve.

Board Action: No action taken.

5. Consider and approve revising the form used "to establish performance goals and objectives for the General Manager." Specifically the point system revised.

Recommended Action: By motion, approve.

Board Action: No action taken.

6. Consider and approve posting a "Finance Manager" opening.

Recommended Action: By motion, and approve.

Board Action: No action taken.

L. ADJOURNMENT *President Dowling adjourned the meeting at 9:09 PM.*

Submitted by:

Attest:

Chase Dowling, Board President

Henry N. White, Clerk and Ex-Officio Secretary

FORESTHILL PUBLIC UTILITY DISTRICT
Statement of Net Position

As of September 30, 2025

item E 3

Sep 30, 2025

ASSETS	
Current Assets	
Bank Accounts	
10110 Cash on Hand	250
10120 Wells Fargo Checking	395,135
10510 Local Agency Investment Fund	6,463,819
10512 Umpqua Savings account	7,131
Total Checking/Savings	6,866,335
Accounts Receivable	355,872
Other Current Assets	396,925
Total Current Assets	7,619,132
Fixed Assets	10,939,504
Other Assets	491,184
Total for Assets	\$ 19,049,820
LIABILITIES AND NET POSITION	
Liabilities	
Current Liabilities	236,639
Long-Term Liabilities	1,488,159
Total for Liabilities	1,724,798
Net Position	17,325,023
TOTAL LIABILITIES AND NET POSITION	\$ 19,049,820

FORESTHILL PUBLIC UTILITY DISTRICT
Profit & Loss Budget vs. Actuals
July - September, 2025

	Jul'25 - Sep'25	Budget	\$ over Budget
Income			
41100 Consumption Billed	259,913	162,000	97,913
41150 Base rate - Residential	505,648	499,500	6,148
41200 Base rate - Commercial	60,178	56,500	3,678
42300 Meter Installation	2,250	500	1,750
42330 Line Tap	825	-	825
49200 Interest - LAIF ²	-	18,450	(18,450)
49210 Interest - Taxes ¹	76	300	(224)
49251 Interest - Umpqua Bank	-	-	-
49300 Property Tax Revenues ¹	56	31,250	(31,194)
49520 Service Charges & Reconnect	35,562	5,000	30,562
49910 Miscellaneous Income	105	-	105
49930 Grant Income	-	-	-
Total Income	\$ 864,613	\$ 773,500	\$ 91,113
Gross Profit	\$ 864,613	\$ 773,500	\$ 91,113
Expenses			
51000 Wages & Salaries	195,385	228,000	(32,615)
52000 Taxes & Benefits	160,957	112,500	48,457
53000 Materials & Supplies	36,238	32,500	3,738
54000 Equipment costs	4,869	13,000	(8,131)
55000 Contracted services	16,561	42,500	(25,939)
55001 Professional Fees	56,600	61,750	(5,150)
56000 Resource development	8,181	20,500	(12,319)
57000 Utilities	14,376	19,500	(5,124)
58000 Regulatory and General	50,675	48,250	2,425
61000 Capital Activities	57,014	106,750	(49,736)
62400 Depreciation Expense	106,824	-	106,824
Total Expenses	\$ 707,681	\$ 685,250	\$ 22,431
Net Operating Income	\$ 156,932	\$ 88,250	\$ 68,682
Net Income	\$ 156,932	\$ 88,250	\$ 68,682

¹Pending receipt of September property tax revenues from Placer County

²Pending receipt of quarterly interest revenues

FORESTHILL PUBLIC UTILITY DISTRICT
Profit & Loss Budget vs. Actuals

July - September, 2025

	<u>Jul'25 - Sep'25</u>	<u>Budget</u>	<u>\$ over Budget</u>
Administration	170,232	131,500	38,732
Capital Expenditures	57,014	106,750	(49,736)
Customer Service	91,731	102,250	(10,519)
Distribution	108,340	129,000	(20,660)
Pumping	4,590	6,500	(1,910)
Regulatory Compliance	59,268	82,750	(23,482)
Source of Supply	4,054	6,750	(2,696)
Treatment	105,628	119,750	(14,122)
Depreciation	106,824	-	106,824
TOTAL	<u><u>\$ 707,681</u></u>	<u><u>\$ 685,250</u></u>	<u><u>\$ 22,431</u></u>

Fund Balances
July - September, 2025

	<u>7/1/2025**</u>	<u>Received</u>	<u>Paid Out</u>	<u>Transfers</u>	<u>Balance</u>
General Fund - unspendable	11,109,706			(49,810)	11,059,896
General Fund - unrestricted	3,791,255	864,613	650,667	(7,204)	3,997,997
Operating reserves	1,076,100	-	-	-	1,076,100
Debt service reserves*	164,030	-	-	-	164,030
Capital reserves	427,000	-	57,014	57,014	427,000
Emergency reserves	600,000	-	-	-	600,000
Total Fund balances	\$ 17,168,091	\$ 864,613	\$ 707,681	\$ -	\$ 17,325,023

* This budget includes Debt Service

**Pending FYE25 fund rebalancing

**Foresthill Public Utility District
Cash Disbursements Register
September 2025**

	Date	Num	Name	Memo	Paid Amount
Sep 25	09/02/2025	970895575001 0925	Humana Insurance Co	Retiree health insurance- Aug	-411.83
	09/02/2025	543695503001 0925	Humana Insurance Co	Retiree health insurance- Aug	-399.88
	09/02/2025	34491	Foresthill Garage, Inc.	2005 Chevy Silverado 1500 shift cable replacement	-405.89
	09/02/2025	ACH 090225	Wells Fargo Bank	AUTHNET GATEWAY MONTHLY BILLING	-158.05
	09/02/2025	34494	USA Blue Book	Lime system project, Leak detector	-5,719.86
	09/02/2025	34492	Inland Business Systems	Copier Costs	-266.83
	09/02/2025	34493	State of California/Dept of Pesticide Reg	Certification - HW	-270.00
	09/03/2025	5836 082125	Home Depot Credit Services	Supplies	-156.97
	09/03/2025	610626691	Pace Supply Corp.	meters	-3,042.94
	09/03/2025	610560700	Pace Supply Corp.	Meters	-3,163.28
	09/05/2025	14062003684R 0825	Bureau of Reclamation	USBR Sugar Pine Fee	-3,508.65
	09/05/2025	70596810112 081825	Pacific Gas & Electric	HQ Power	-509.21
	09/05/2025	100000028042364	CalPERS	SSA 218 Annual Fee	-100.00
	09/05/2025	699204817	ADP	ADP PAYROLL FEES 250905	-172.85
	09/08/2025	00913592267 081925	Pacific Gas & Electric	Todd Valley Well	-23.82
	09/09/2025	34502	Western Hydrologics, LLP	Watershed Sanitary Survey - 5 yr	-5,405.00
	09/09/2025	34501	Worton's Foresthill Grocery	supplies	-24.76
	09/09/2025	34498	Infosend	Customer invoices August 2025	-1,409.10
	09/09/2025	34496	Ferguson Enterprises Inc.	supplies	-302.77
	09/09/2025	34499	Sierra Mini Mart, Inc.	August 2025 fuel	-1,156.41
	09/09/2025	535740	Economy Pest Control	HQ Pest control	-79.00
	09/09/2025	34500	Vision Quest Information Solutions, Inc.	IT Service September 2025, UPS Gold plan 2023	-1,832.35
	09/09/2025	34495	CSI Metrics	SCADA system phase 6	-3,360.00
	09/09/2025	34497	Grant Hardware, Inc.	August 2025 supplies	-235.33
	09/10/2025	70098, 70140, 70141	LSL CPAs & Assoc.	Aug accting assistance, FYE25 close, grand jury	-21,462.50
	09/11/2025	ACH 091125	Wells Fargo Bank	CLIENT ANALYSIS SRVC CHRGR	-166.26
	09/11/2025	PR 091225	ADP	ADP WAGE PAY PR 091225	-19,794.31

09/11/2025	PR 091225	ADP	ADP Tax PR 091225	-10,216.43
09/12/2025	PR 091225	CalPERS	CALPERS 457b PR 091225	-2,000.00
09/12/2025	PR 091225	CalPERS	CALPERS PEPRA PR 091225	-1,877.54
09/12/2025	PR 091225	CalPERS	CALPERS Classic PR 091225	-3,075.70
09/16/2025	34504	Hach Company	supplies	-241.89
09/16/2025	1LVV-QQDG-KHFP	Amazon Business	supplies	-684.63
09/16/2025	34505	Keenan & Associates	October 25 Health	-18,150.75
09/16/2025	34510	Sunrise Environmental Scientific	supplies	-765.29
09/16/2025	77495901	Recology Auburn Placer	HQ Refuse - July	-40.38
09/16/2025	34507	MidAmerica Admin & Ret Solutions, Inc.	Second quarter 2025 retiree health	-213.00
09/16/2025	77485605	Recology Auburn Placer	WTP Refuse -July	-40.38
09/16/2025	04722655893 082725	Pacific Gas & Electric	street light	-11.00
09/16/2025	34509	Placer County , Personnel	October 2025 dental insurance	-618.38
09/16/2025	34503	Freedom Landscaping	Park landscape maintenance	-250.00
09/16/2025	34506	Kurt Reed	Health Insurance Sept 2025	-300.00
09/16/2025	34511	USA Blue Book	supplies	-1,147.94
09/17/2025	30914666	Kronick, Moskovitz, et al	Legal fees	-6,634.47
09/17/2025	ACH 091725	American Messaging	AMERICAN MESSAGING PAGING	-12.32
09/18/2025	G55821-082525	Auburn Area Answering Service	Answering Service	-151.90
09/19/2025	12945	Jenfitch, Inc	polymer	-3,723.00
09/19/2025	701490122	ADP	ADP PAYROLL FEES 092625	-172.85
09/22/2025	20457173	Sebastian	Aug phone	-550.40
09/23/2025	34517	Wells Fargo Bank	supplies	-1,165.83
09/23/2025	34516	Meter, Valve & Control	Side looker antenna	-2,388.36
09/23/2025	34515	Jeffrey Raye	Reimbursement - D2 certification per policy 2120	-60.00
09/23/2025	34514	Hach Company	supplies	-63.70
09/23/2025	34512	Cranmer Engineering, Inc.	Water quality	-1,160.50
09/23/2025	34513	Foresthill Garage, Inc.	2007 Chevrolet Silverado 1500 - oil change	-74.73
09/23/2025	6122812060	Verizon Wireless	phone/maps Aug 7 - Sep 6, 2025	-52.49
09/25/2025	PR 092625	ADP	ADP WAGE PAY PR 092625	-19,808.63
09/25/2025	PR 092625	ADP	ADP Tax PR 092625	-9,937.27
09/26/2025	823694908	Vision Service Plan - (CA)	EE vision insurance	-115.14
09/26/2025	PR 092625	CalPERS	CALPERS PEPRA PR 092625	-1,877.54
09/26/2025	PR 092625	CalPERS	CALPERS 457b PR 092625	-2,000.00

09/26/2025	PR 092625	CalPERS	CALPERS Classic PR 092625	-3,075.70
09/26/2025	29768247297 090825	Pacific Gas & Electric	Power	-1,076.00
09/26/2025	29351580658 090825	Pacific Gas & Electric	WTP Power	-1,952.63
09/26/2025	04351582251 090825	Pacific Gas & Electric	Sugar Pine Dam	-833.05
09/30/2025	34518	Backflow Distributors, Inc.	Backflow test kit	-1,402.49
09/30/2025	BCC1759262701128	MidAmerica Admin & Ret Solutions, Inc.	Retiree health insurance	-670.00
09/30/2025	34519	Inland Business Systems	Copier Costs	-42.63
09/30/2025	34521	Special District Risk Mngnt Authority	Worker's comp insurance reconciliation program year 24-25	-1,111.52
09/30/2025	34520	Mutual of Omaha	EE life insurance October 2025	-390.82
TOTAL				<u>- \$ 173,675.13</u>



Item F 1

Memorandum

To: Board of Directors
From: Henry N. White
Date: November 5, 2025
Subject: Authorization to Purchase Replacement Generators for the Water Treatment Facility

Recommendation: Staff recommends that the Board of Directors authorize the General Manager to purchase replacement emergency generators for the Water Treatment Facility for an amount not to exceed \$135,000.

Background: In March 2025, staff commissioned a feasibility study to evaluate options for replacing the aging emergency generators at the District's Water Treatment Facility. The study analyzed multiple alternatives to determine the most cost-effective and operationally reliable solution for the community.

The existing generators are approximately 40 years old. While they continue to function adequately, their age presents growing concerns regarding long-term reliability, maintenance availability, and operational safety. To ensure continued system resilience during power outages and emergency events, staff determined that replacement is both prudent and timely.

The concept of generator replacement was reviewed with both the Planning Committee and Finance Committee and subsequently included in the 2025-2029 Capital Improvement Plan (CIP) with a preliminary project budget of \$200,000.

Feasibility Study Findings: The feasibility study concluded that the most effective and economical configuration would be the purchase of:

- One (1) 60 KVA indoor generator, and
- One (1) 225 KVA indoor generator

These units will provide reliable emergency power coverage for all critical treatment processes and site operations.

Funding: Staff submitted a grant application through the Placer County Water Agency (PCWA) Financial Assistance Program. The application was approved, awarding the District \$135,000 in grant funding toward the project. The remaining project costs will be funded from the District’s Capital Improvement Fund.

Procurement and Pricing: Staff solicited three price quotes from qualified vendors for the specified equipment:

Vendor	Quoted Price
Cummins	\$110,914
Rehlko	\$115,257
Caterpillar	\$137,697

Based on price and equipment specifications, staff recommends confirming the specifications in the price quotes and authorizing staff to purchase the generators for an amount not to exceed \$135,000, consistent with the available PCWA grant funding.

Staff Recommendation: Authorize the General Manager to purchase the replacement generators for the Water Treatment Facility, for an amount not to exceed \$135,000.

FORESTHILL PUBLIC UTILITY DISTRICT
FORESTHILL CA.
GENERATOR REPLACEMENT
FEASIBILITY STUDY

April 14, 2025

Revised October 28, 2025



PREPARED BY
PETERS ENGINEERING INC.

Existing Conditions

- ❖ There are two existing, propane fired generators located at the water treatment plant.
 - The main water treatment building has an existing indoor, Onan Electric Gen Set, model 85.0KR-15R/23920V, 106 KVA. **See Pictures 1, 2, 3 & 4.**
 - The exhaust has a silencer and is routed to the exterior wall.
 - Propane is routed from the site tanks to the generator.
 - The radiator is ducted to the exterior wall to a louver.
 - The generator is mounted on two concrete supports.
 - The smaller pump building has an existing indoor, KATOLIGHT POWER SOLUTIONS Gen Set, model L180FRZ4, 225 KVA, 480V-3Ø. **See Picture 5, 6, 7 & 8.**
 - The exhaust has a silencer and is routed to the exterior wall and to above the roof.
 - The radiator is ducted to the exterior wall to a louver.
 - Intake air for the generator comes from two exterior wall louvers.
 - The generator is mounted on a concrete housekeeping pad. The generator is supported on the pad by vibration isolators, two per long side.
 - There are two propane tanks outside the smaller pump building that appear to be approximately 1000-1500 gallon. **See Picture 9.**

Reported Issues

- ❖ The generators are old (45 years plus) and have reached their useful life. The district has concern's the generators are becoming unreliable due to their age.

Recommendations

The owner wants to eliminate the use of propane for the generators. The tanks need to be removed and all the existing piping capped. **See Picture 9**

Option 1

- ❖ Replace the existing generator in the main water treatment building with new.
 - Provide a new 60 KVA indoor diesel generator.
 - The exhaust has a silencer and it shall be routed to the existing exterior wall opening.
 - The radiator will be ducted to the existing exterior wall louver.
 - Provide new concrete pad and anchorage.
 - Demolition Scope:
 1. Remove the existing generator, duct and concrete supports. Return generator to owner.
 2. The existing exterior louver will need to be removed and saved for reinstallation.
 3. A section of the exterior building wall and exterior wall adjacent to the generator room will need to be removed to get the new generator into the room.
 - Replace the existing Automatic Transfer Switch (ATS). The ATS will be a stand-alone cabinet. **See Picture 4**

- ❖ Replace the existing generator located in the smaller pump building with new.
 - Provide a new 225 KVA indoor diesel generator.
 - The exhaust has a silencer and it shall be routed to the exterior wall and to above the roof.
 - The radiator will be ducted to the exterior wall to a louver.
 - Intake air for the generator comes from two exterior wall louvers.
 - Provide new concrete pad and anchorage.
 - Demolition Scope:
 1. Remove the existing generator, duct and housekeeping pad. Return generator to owner.

2. The existing exterior louver will need to be removed and saved for reinstallation.
3. A section of the exterior building wall will need to be removed to get the new generator into the room.
 - Replace the existing Automatic Transfer Switch (ATS). The ATS will be replaced inside the existing enclosure. **See Picture 8**

Option 2

- ❖ Replace both existing generators with one new, exterior mounted, generator to connect into both buildings.
 - Provide a new 275 KVA, outdoor, diesel generator with enclosure. The generator will be mounted on a new raised housekeeping pad. **See Picture 10**
 - Replace the existing Automatic Transfer Switches (ATS).
 - Replace the existing ATS in the water treatment building. The ATS will be a stand-alone cabinet. **See Picture 4**
 - Replace the existing ATS in the small pump building. The ATS will be replaced inside the existing enclosure. **See Picture 8**
 - Provide new underground conduit and feeders from the new generator location to the new ATS's in both buildings.
 - Two (2) trenches will need to be cut for the underground conduits. Repairs will be needed for any landscape, asphalt, rock etc.
 - Remove existing indoor generators and return to owner.
 - Sections of the water treatment and small pump building's walls will need to be removed and repaired to remove the existing generators.



consulting
mechanical
and
electrical
engineers

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APPENDIX 1 - COST ESTIMATES

PREFACE TO OPINION OF PROBABLE COST

The Opinion of Probable Cost hereunder has been compiled from drawings and specifications believed to be an accurate portrayal of the project as drawn and indicated by the architect and/or engineers on drawings. If said drawings and specifications are incomplete, the project cost engineer has included those items which would usually appear in final drawings and specifications for a complete project in a manner ordinarily prudent under the circumstances. Specialty items unknown to the cost engineer will not normally be included unless communicated through the architect and/or engineers.

The user is cautioned that changes in the scope of the project or the drawings and specifications after the Opinion of Probable Cost has been submitted can cause cost changes and the cost engineer should be notified for appropriate addenda to be issued to the Opinion of Probable Cost.

Escalation has been added to the Opinion of Probable Cost to the anticipated midpoint of construction on the whole project. The escalation is based on a starting date believed to be accurate; however, unwarranted delays should be cause for added escalation at the current rate.

The Opinion of Probable Cost has also been adjusted for geographical location based on local material and labor rates as well as local construction practice in prevailing wage environment.

In the current Seller's market for construction, our experience show the following results on competitive bids, as a differential from final Opinion of Probable Cost.

1 Bid, (Sole Sourced or Negotiated)	+ 15% to +38%
2 - 3 Bids	+ 8% to +12%
4 - 5 Bids	+ 4% to - 4%
6 - 7 Bids	- 5% to - 7%
8 or more bids	- 8% to - 20%

Accordingly, it is extremely important that the owner maintain continuous contact with the bidders during the bid period to assure a minimum of 4 - 5 Bids

Opinion of Probable Cost

An Opinion of Probable Cost of cost shall be construed as an indefinite evaluation of cost based on similar structures, produced from plans and/or criteria during early stages of design commonly indicated as schematic or concept level. The cost engineer will add items which are not on the plans and use judgment but cannot know in total what the architect/engineer will later include.

In providing Opinion of Probable Costs, the Client understands that the consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's Opinion of Probable Costs are made on the on the basis of the Consultant's professional judgment and experience and historical costs and data as the basis of pricing. The Consultant makes no warranty, express or implied than the bids or the negotiated cost of the work will not vary from the Consultant's Opinion of Probable Cost.

The Opinion of Probable Cost is comprised of a survey of the quantities measured from the plans and specifications beyond the schematic stage commonly known as design development or working drawings. The estimator will add those items which may not appear on the plans but which he deems may latter be included by the Architect & Engineers.

The total cost is based on the work being performed by a single prime contractor in a continuous phase with construction.

The Opinion of Probable Cost will make the assumption that the following will be covered separately or not required for this project, unless specifically noted.

1. Hazardous abatement
2. Offsite work
3. Utility company fees, unless otherwise noted.
4. Any unforeseen subterranean conditions or objects

CONTINGENCY

The Owner and the Consultant agree that certain costs and changes may be required, and therefore, the final construction cost of the Project may exceed the Opinion of Probable Cost.

BID

An offer to enter into a contract at a fixed price good for a limited length of time.

SOFT COSTS - Not included in Current Cost Estimate

These costs are related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs include the architect's fees, the construction management services, the engineering reports and fees, the appraisal fee, the toxic report fee, owner contingencies, inspections, bidding/ award costs, any government fees - including the plan check fee, the cost of the building permit, any assessments, any sewer and water hook-up fees. These costs are related to those items in a project that are necessary to prepare and complete the non-construction needs of the project. Soft costs do not include construction, telecommunications, furnishings, fixed equipment, and expenditures for any other permanent components of the project.

**City of Foresthill PUD
Generator Replacement
ROM Cost Estimate**

COMPLETE SUMMARY

ENGINEER: Peters Engineering

DATE: 29-Aug-25

CURRENT ESTIMATE	DIRECT COST	BID COST COST	PROJECT COST
OPTION #1 60KVA INDOOR GENERATOR + 225KVA INDOOR GENERATOR	\$244,595	\$337,693	\$464,328
OPTION #2 275KVA OUTDOOR GNERATOR	\$329,545	\$454,977	\$625,593

City of Foresthill PUD
 60 KVA INDOOR GENERATOR
 ROM Cost Estimate

ENGINEER: Peters Engineering

DATE: 14-Apr-25

GENERATOR RELOCATION

DESCRIPTION	QUAN.	UNIT	UNIT COST	TOTAL
MOBILIZATION/ SAFE OFF	1	LOT	\$2,500.00	\$2,500
DEMOLITION				
REMOVE (E) GENSET/ SALVAGE/ RETURN TO OWNER	40	HRS	\$250.00	\$10,000
REMOVE (E) INTERIOR FEEDERS	25	LF	\$8.00	\$200
REMOVE PAD	30	SF	\$15.00	\$450
SAWCUT PAVING		LF	\$15.00	
REMOVE AC PAVING		SF	\$2.00	
REMOVE PAVING		SF	\$15.00	
FIRE RATED WALL PENETRATIONS		LOC	\$3,250.00	
MISCELLANEOUS DEMOLITION	1	LOT	\$2,000.00	\$2,000
BLDG SCOPE OF WORK				
TEMPORARY POWER		LOT	\$5,000.00	
NEW ARCHITECTURAL WORK - EXTERIOR WALL	48	SF	\$250.00	\$12,000
NEW MAIN CIRCUIT BREAKER @ (E) EM PANEL		LOC	\$4,000.00	
RECONNECT TO ATS	1	LOC	\$650.00	\$650
DISTRIBUTION PANEL		AMP	\$75.00	
POWER PANELS		AMP	\$60.00	
ADD - GUTTER SPLICE BOX		EA	\$1,500.00	
RECONNECT PANEL CIRCUITS		LOC	\$650.00	
DIGITAL POWER METERS TO READ CIRCUIT BREAKER TX'S		EA	\$6,500.00	
FEEDER		LF		
FEEDER - 60A (ABOVE GRADE)	25	LF		
LABEL AND CLEAN (E) EQUIPMENT TO REMAIN		LOT	\$2,500.00	
60kW HEATER SHUNT TRIP	1	LOT	\$1,200.00	\$1,200
SITE SCOPE OF WORK				
TRENCH AND BACKFILL		LF	\$150.00	
GENSET PCC PAD/ GROUNDING	54	SF	\$125.00	\$6,750
(N) GENERATOR W. DOCKING STATION PANEL	1	EA	\$62,000.00	\$62,000
Includes sub-base fuel tank, main circuit breaker, batteries, charger and other basic accessories for a complete generator package, freight to job-site and on-site testing and ATS.				
BOLLARDS/ ENCLOSURE		LOT	\$35,000.00	
FEEDER		LF		
CONTROLS TO GENSET		LF	\$35.00	
RACEWAYS TO ENCLOSURE HEATER AND OUTLET		LF	\$18.00	
PULL BOX		EA	\$3,750.00	
REPAIR HARDSCAPES		SF	\$35.00	
STRIPING ALLOWANCE		LOT	\$1,500.00	
SUBTOTAL				\$97,750
BLDG SUBTOTAL				\$97,750
GENERAL REQUIREMENTS		15.0%		\$14,663
OVERHEAD & PROFIT		7.0%		\$7,869
CONTINGENCY - UNDOCUMENTED COORDINATION		10.0%		\$12,028
BONDS AND INSURANCE		2.0%		<u>\$2,646</u>
SUBTOTAL OF MARK UP				\$37,206
OWNER CONTINGENCY		10.00%		\$13,496
SOFT COSTS		25.00%		\$37,113
TOTAL PROJECT COST IN TODAY'S COSTS				\$185,564

City of Foresthill PUD
 225KVA INDOOR GENERATOR
 ROM Cost Estimate

ENGINEER: Peters Engineering

DATE: 14-Apr-25

GENERATOR RELOCATION					
	DESCRIPTION	QUAN.	UNIT	UNIT COST	TOTAL
	MOBILIZATION/ SAFE OFF	1	LOT	\$2,500.00	\$2,500
	DEMOLITION				
	REMOVE (E) GENSET/ SALVAGE/ RETURN TO OWNER	40	HRS	\$250.00	\$10,000
	REMOVE (E) INTERIOR FEEDERS	40	LF	\$8.00	\$320
	REMOVE PAD	75	SF	\$15.00	\$1,125
	SAWCUT PAVING		LF	\$15.00	
	REMOVE AC PAVING		SF	\$2.00	
	REMOVE PAVING		SF	\$15.00	
	FIRE RATED WALL PENETRATIONS		LOC	\$3,250.00	
	MISCELLANEOUS DEMOLITION	1	LOT	\$3,000.00	\$3,000
	BLDG SCOPE OF WORK				
	TEMPORARY POWER		LOT	\$5,000.00	
	NEW ARCHITECTURAL WORK - EXTERIOR WALL	63	SF	\$250.00	\$15,750
	NEW MAIN CIRCUIT BREAKER @ (E) EM PANEL		LOC	\$4,000.00	
	RECONNECT TO ATS	1	LOC	\$650.00	\$650
	DISTRIBUTION PANEL		AMP	\$75.00	
	POWER PANELS		AMP	\$60.00	
	ADD - GUTTER SPLICE BOX		EA	\$1,500.00	
	RECONNECT PANEL CIRCUITS		LOC	\$650.00	
	DIGITAL POWER METERS TO READ CIRCUIT BREAKER TX'S		EA	\$6,500.00	
	FEEDER - 200A (ABOVE GRADE)	40	LF		
	FEEDER -		LF		
	LABEL AND CLEAN (E) EQUIPMENT TO REMAIN		LOT	\$2,500.00	
	SITE SCOPE OF WORK				
	TRENCH AND BACKFILL		LF	\$150.00	
	GENSET PCC PAD/ GROUNDING	84	SF	\$125.00	\$10,500
	(N) GENERATOR W. DOCKING STATION PANEL	1	EA	\$103,000.00	\$103,000
	Includes sub-base fuel tank, main circuit breaker, batteries, charger and other basic accessories for a complete generator package, freight to job-site and on-site testing and ATS				
	BOLLARDS/ ENCLOSURE		LOT	\$35,000.00	
	FEEDER		LF		
	CONTROLS TO GENSET		LF	\$35.00	
	RACEWAYS TO ENCLOSURE HEATER AND OUTLET		LF	\$18.00	
	PULL BOX		EA	\$3,750.00	
	REPAIR HARDSCAPES		SF	\$35.00	
	STRIPING ALLOWANCE		LOT	\$1,500.00	
	SUBTOTAL				\$146,845
	BLDG SUBTOTAL				\$146,845
	GENERAL REQUIREMENTS		15.0%		\$22,027
	OVERHEAD & PROFIT		7.0%		\$11,821
	CONTINGENCY - UNDOCUMENTED COORDINATION		10.0%		\$18,069
	BONDS AND INSURANCE		2.0%		\$3,975
	SUBTOTAL OF MARK UP				\$55,892
	OWNER CONTINGENCY		10.00%		\$20,274
	SOFT COSTS		25.00%		\$55,753
	TOTAL PROJECT COST IN TODAY'S COSTS				\$278,764

City of Foresthill PUD
 275KVA OUTDOOR GENERATOR
 ROM Cost Estimate

ENGINEER: Peters Engineering

DATE: 14-Apr-25

GENERATOR RELOCATION

DESCRIPTION	QUAN.	UNIT	UNIT COST	TOTAL
MOBILIZATION/ SAFE OFF	1	LOT	\$5,000.00	\$5,000
DEMOLITION				
REMOVE (E) GENSET/ SALVAGE/ RETURN TO OWNER	80	HRS	\$250.00	\$20,000
REMOVE (E) INTERIOR FEEDERS	65	LF	\$8.00	\$520
REMOVE PADS	105	SF	\$15.00	\$1,575
SAWCUT PAVING	150	LF	\$15.00	\$2,250
REMOVE AC PAVING	300	SF	\$2.00	\$600
REMOVE PAVING		SF	\$15.00	
FIRE RATED WALL PENETRATIONS		LOC	\$3,250.00	
MISCELLANEOUS DEMOLITION	1	LOT	\$5,000.00	\$5,000
BLDG SCOPE OF WORK				
TEMPORARY POWER		LOT	\$5,000.00	
NEW ARCHITECTURAL WORK - EXTERIOR WALL	111	SF	\$250.00	\$27,750
NEW MAIN CIRCUIT BREAKER @ (E) EM PANEL		LOC	\$4,000.00	
RECONNECT TO ATS	2	LOC	\$650.00	\$1,300
DISTRIBUTION PANEL		AMP	\$75.00	
POWER PANELS		AMP	\$60.00	
ADD - GUTTER SPLICE BOX		EA	\$1,500.00	
RECONNECT PANEL CIRCUITS		LOC	\$650.00	
DIGITAL POWER METERS TO READ CIRCUIT BREAKER TX'S		EA	\$6,500.00	
FEEDER -		LF		
FEEDER -		LF		
LABEL AND CLEAN (E) EQUIPMENT TO REMAIN		LOT	\$2,500.00	
60kW HEATER SHUNT TRIP	1	LOT	\$1,200.00	\$1,200
SITE SCOPE OF WORK				
TRENCH AND BACKFILL	200	LF	\$150.00	\$30,000
GENSET PCC PAD/ GROUNDING	84	SF	\$125.00	\$10,500
(N) GENERATOR W. DOCKING STATION PANEL	1	EA	\$161,000.00	\$161,000
Includes sub-base fuel tank, main circuit breakers, batteries, charger and other basic accessories for a complete generator package, freight to job-site and on-site testing and ATS				
BOLLARDS/ ENCLOSURE	1	LOT	\$35,000.00	\$35,000
FEEDER - 60A (BELOW GRADE)	80	LF		
FEEDER - 200A (BELOW GRADE)	150	LF		
CONTROLS TO GENSET	230	LF	\$35.00	\$8,050
RACEWAYS TO ENCLOSURE HEATER AND OUTLET	100	LF	\$18.00	\$1,800
PULL BOX	2	EA	\$3,750.00	\$7,500
REPAIR HARDSCAPES	300	SF	\$35.00	\$10,500
STRIPING ALLOWANCE		LOT	\$1,500.00	
SUBTOTAL				\$329,545
BLDG SUBTOTAL				\$329,545
GENERAL REQUIREMENTS		15.0%		\$49,432
OVERHEAD & PROFIT		7.0%		\$26,528
CONTINGENCY - UNDOCUMENTED COORDINATION		10.0%		\$40,551
BONDS AND INSURANCE		2.0%		<u>\$8,921</u>
SUBTOTAL OF MARK UP				\$125,432
OWNER CONTINGENCY		10.00%		\$45,498
SOFT COSTS		25.00%		\$125,119
TOTAL PROJECT COST IN TODAY'S COSTS				\$625,593

APPENDIX 1 – PICTURES

Abridged Version: The pictures for the report have been removed for readability but the essential content of the report has been preserved.



October 6, 2025

Prepared by

Ryan Cavitt
Territory Manager - PG
fm316@cummins.com

We are pleased to provide you this quotation based on your inquiry.

GENERATOR 200kW		
	Description	Qty
	<p>C200D6D, Diesel Genset, 60Hz, 200kW</p> <p>U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 120C, 40C Ambient Enclosure - None Skidbase - Housing Ready Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum High Fuel Level Alarm Panel Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Tube - Fuel Tank, Fill Down, 6" from Bottom Mechanical Fuel Gauge Riser - Fuel Tank, 2 inch Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 1.1 Controller Gauge - Oil Pressure Analog Meters - AC Output Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 125A - 400A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box (Position B) - None Circuit Breaker or Terminal Box (Position C) - None Side Entry, Right Engine Governor - Electronic, Isochronous</p>	1



	<p>Enclosure - None Skidbase - Housing Ready Fuel Tank - Regional, Dual Wall, Sub Base, 24 Hour Minimum High Fuel Level Alarm Panel Fuel Water Separator High Fuel Level Switch, 90% Low Fuel Level Switch, 40% Tube - Fuel Tank, Fill Down, 6" from Bottom Mechanical Fuel Gauge Fuel Tank Vent Extension Kit, 12ft External Vents, 1 Normal, 2 Emergency Riser - Fuel Tank, 2 inch Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Analog Meters - AC Output AmpSentry™ UL Listed Protective Relay Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box (Position B) - None Circuit Breaker or Terminal Box (Position C) - None Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Exhaust Muffler - Mounted Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Extension - Coolant Drain Duct Adaptor - Radiator Outlet Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Cold Ambient Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Larger Battery Rack Extension - Oil Drain</p>	
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Ship Loose - Vent Kit A	
Ship Loose - Tank Riser B	
Fuel Tank, Extension Kit-1 Normal, 2 Emergency, 12ft Kit, FUEL SYSTEM	1
Fuel Tank, Extension Kit-1 Normal, 2 Emergency, 12ft	1
Battery-Wet, 12V, Group 34, 850CCA	1
Annunciator-Panel Mounted With Enclosure (RS485)	1
Emergency Stop Switch Kit-Remote	1
Valve-Overfill Prevention, No Tube Required	1
Fuel Box, Spill Containment-5 Gallon, Lockable	1
Connector Kit for Remote Emergency Stop Switch (limited product applicability)	1

GENERATOR 60kW SUB TOTAL: \$43,607.40

ATS

	Description	Qty
	OTECA, OTEC Transfer Switch-Electronic Control: 125A Load Shed from Standby Source Integral Control Power Supply Listing - UL 1008/CSA Certification IBC Seismic Certification Application - Utility to Genset Cabinet - Type 1 Load Phase Power Monitoring Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Auxiliary Relay - 12 Volts DC Coil - Installed Only Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Interface - Communications Network, MODBUS RTU Module Control Panel, Security Key Cover Terminal Block - 30 Points Auxiliary Contact Module-8 Transfer Switch Warranty - 2 Year Comprehensive	1

ATS SUB TOTAL: \$4,509.01

TOTAL: \$110,915.26

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:



This quotation is based solely upon an email request for pricing from Chris Sterrett (Peters Engineering) received on September 30, 2025. No written specifications were supplied to Cummins Inc. and the information provided may not be correct or complete. Any documents, conditions, or requirements subsequently presented to Cummins Inc. will therefore result in a revised quotation. Any equipment or services not listed are not included.

- Installation and Housekeeping Pad are by others.
- Grounding and Connections are by others.
- NETA Testing if required is by others.
- Diesel fuel is by others.
- Exhaust piping and wrapping is by others.
- Infrared Scanning if required is by others.
- Fire Pump connections by others.
- Lead Acid batteries will be supplied.
- Maintenance service agreement has been excluded; owner will be approached with PM options after completion of start up.
- Fuel Tank has been pressure tested. If the AHJ prefers redundant pressure testing onsite, by others.
- Purchaser's responsibility to verify that the generator complies with the emission regulations of the local air quality district prior to purchasing proposed generator.
- Permitting by end customer if required.
- Lead times subject to change.
- Warranty period begins at time of startup completion or 18 months from date of invoice, whichever occurs first.
- Quote is subject to price increase(s). Quote valid for 30 days.
- No project site location provided at time of quoting.
- No aftertreatment system quoted, if required a new proposal will be submitted.

LEAD TIMES

Submittals 2-4 weeks from receipt of PO

Please note the following: The current lead time on the Generator is 14 weeks after approved

submittals. Please note the following: The current lead time on the ATS is 13 weeks after approved

submittals.

ADDER

Start up & Testing \$ 12,987



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Ryan Cavitt

Ryan Cavitt
Territory Manager - PG
fm316@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,



equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the



scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.



16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

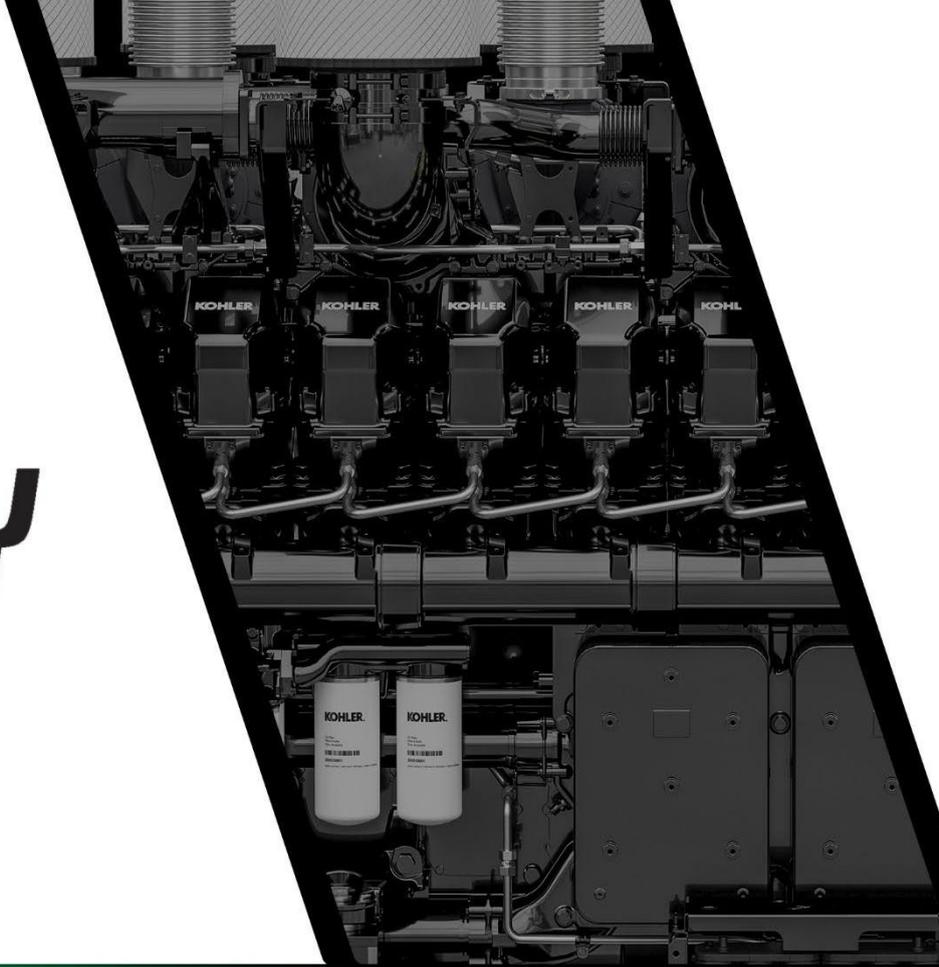
25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Power Systems Quotation

Job Name: Foresthill Public Utilities District

Job #: B04169

Date: 9/29/2025

Sales Executive: Rob Matthew
Mobile: (925) 290-9422
Email: rmatthew@bcew.com

Inside Sales: Jaymee Hallmark
Mobile: (626) 361-3823
Email: jhallmark@bcew.com

Bay City Electric Works is pleased to offer the following generator system for your use on the referenced project. This proposal is in accordance with your verbal/e-mail request. No written details, plans, or specifications were provided. The following clarifications, technical exceptions and/or exclusions are noted:

- 400A open ATS is excluded, working with ASCO to find direct replacement.
- All on-site installation work is excluded.
- Fuel, initial fuel fill and fuel for testing is excluded.
- Flexible exhaust connector, silencer and weld exhaust flange will ship loose to be installed by others.
- All exhaust piping to include thimbles, wall penetrations, and insulation is to be supplied and installed by others and is excluded from this quote.
- All fuel piping is to be supplied and installed by others. Flexible fuel lines will be supplied loose for connection to piping.

Major system components include:

One (1) UL2200 Listed Rehlko model 60REOZK diesel powered generator set, rated for standby duty at 60 kW, 0.8 PF, 75 kVA, 480 V, 3 phase, 4 wire, 60 Hertz, 1800 RPM, indoor application with 142-gallon subbase diesel fuel tank rated for 24 hours at full load.

One (1) Automatic Transfer Switch, open transition, rated at 230 A, 480 V, 3 phase, 4 wire, 3 pole, solid neutral, in NEMA 1 enclosure.

Equipment price is.....**\$65,865.00 (Tax Not Included)**
 Current Tariff Fee (Pass-Through) amount is.....**\$1,633.00 (Tax Not Included)**
 Current Tariff + Equipment **TOTAL** price is.....**\$67,498.00 (Tax Not Included)**

One (1) UL2200 Listed Rehlko model 180REOZJG diesel powered generator set, rated for standby duty at 180 kW, 0.8 PF, 225 kVA, 480 V, 3 phase, 4 wire, 60 Hertz, 1800 RPM, indoor application with 416-gallon subbase diesel fuel tank rated for 24 hours at full load.

Equipment price is.....**\$46,601.00 (Tax Not Included)**
 Current Tariff Fee (Pass-Through) amount is.....**\$1,158.00 (Tax Not Included)**
 Current Tariff + Equipment **TOTAL** price is.....**\$47,759.00 (Tax Not Included)**

Jobsite inspection, initial startup, and initiation of warranty, by a Bay City Electric Works field technician during normal working hours Monday through Friday 7:00 a.m. to 4:00 p.m. Testing will utilize building load unless otherwise specified. Fuel for testing is excluded. Any jobsite orientation and training of operating personnel to be done at the time of startup.

Rehlko limited generator warranty, effective from date of startup, for:
1 year or 2000 hours (whichever occurs first) as published in Rehlko Brochure.

Limited ATS warranty, effective from date of startup, for:
1 year.

System Price: FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. We cannot be responsible for limited access at site. We are bidding to the limited information on the contract documents. Additional charges may be required at time of delivery for surveying or re-consigning. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 7:00 a.m. to 4:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

We reserve the right to adjust the Tariff Fee (Pass-Through) amount as the global economic situation changes affecting certain materials/components. These are passed through to BCEW from its manufacturer(s) and will be invoiced as incurred. Again, these will be handled as a direct 'Pass-Through' fee.

AQMD/APCD (Emissions) Permit is not included. To be provided by others. Contact ProActive Consulting Group at (714) 893-7900 or info@proehs.com for Permit application processing, information and pricing.

Quotation Notes:

1. Applicable taxes are not included.
2. 3% fee will be added to any payments made by credit card.
3. The kW output listed on this quote letter is at **rated conditions** unless stated otherwise. Actual output may vary by site conditions including temperature and elevation. Please check with your Salesperson for any potential deration due to site conditions or specifications.
4. Air quality permit fees and compliance are excluded. Local air quality authorities may require a health risk study or environmental quality assessment. The cost for a health risk study is excluded.
5. Any additional equipment required because of the local Air Quality permit application will be quoted separately. Air quality requirements are ever-changing and vary based on various factors including jobsite location and proximity to adjacent structures. BCEW is quoting the latest Tier compliant generators to meet State and Federal regulations unless otherwise noted. It is the customer or end user's responsibility to obtain all permits related to the installation and operation of the equipment quoted herein. All permits must be obtained prior to installation of the equipment.
Many air jurisdictions are discussing changing the rules regarding emissions, tier levels, aftertreatment, etc. We are quoting based on the specifications and our current understanding of the application of the air jurisdiction's rules at the time of quote.
6. Generators installed on or after January 1st, 2013 in SCAQMD's jurisdiction will require the installation of a Particulate Matter Filter if they are within 50 meters of a sensitive receptor and over 175bhp (approximately 125kW). If the generator is within 50 meters of a sensitive receptor and there is not a price for a PM Filter on this quote, please contact your salesperson immediately. A sensitive receptor is defined as, "any residence including private homes, condominiums, apartments, and living quarters, schools as defined in (5), preschools, daycare centers, and health facilities such as hospitals or retirement and nursing homes. A sensitive

receptor includes long term care hospitals, hospices, prisons, and dormitories or similar live-in housing.”

7. “Engines located on or near school grounds: New Stationary emergency standby diesel-fueled engines (>50 bhp) located on school grounds or 100m or less from a school which exists at the date the application for Permit to Construct or Permit to Operate is deemed complete, whichever is earlier shall emit diesel PM at a rate less than or equal to 0.01 g/bhp-hr” which means that a PM Filter will be necessary. If the generator is within 100 meters of a Kindergarden-12th grade school and there is not a price for a PM Filter on this quote, please contact your salesperson immediately.
8. Some local Authority Having Jurisdiction (AHJ’s) will require field inspections, additional testing, interconnection with a Fire Alarm system or Building Management System (BMS), or functional verification for particular components/alarms/monitoring. We are bidding to the plans and specifications provided and cannot cover all potential testing that may be requested by AHJ’s. We are bidding to a design spec for a project awarded based on pricing. It is the responsibility of the Consulting/Specifying Engineer to provide the required information to bid the project properly. Testing/inspection often requires attendance by a BCEW technician but in certain instances it may. Please contact us with the specific requirements in writing that apply to your project (from your approved fire permit, County HazMat permit or your inspection corrections) once you have them and our Service Department can quote it accordingly. Tank pressure tests are required in very few areas. These are not included and will be quoted on an as required basis unless they are listed in the specification and specifically listed on our quote.
9. Some Fire Marshalls have requested/required the fuel tank Emergency vents to be extended to 12’ above grade (along with the normal atmospheric vent). Nothing has been provided to us to show that any code anywhere specifies the extension of the emergency vents. Kohler does not offer emergency vent extensions and neither does BCEW. If they are required, the vent extension and any related support/bracing shall be by others unless specifically called out in our quote above.
10. All supplied fuel tanks will be certified UL142 unless specifically noted UL2085. UL142 tanks are NOT fire-rated or ballistic-rated.
11. All power system studies, including short circuit analysis, protective device coordination and arc flash analysis and mitigation, are the responsibility of others and are not included in this proposal.
12. Protective device calibration, testing (NETA) and setting of protective relays and circuit breaker trip units are the responsibility of others and not included in this proposal.
13. Fuel, initial fuel fill and fuel for testing is excluded.
14. Special lugs are not included unless specifically identified in this proposal. You will receive the standard lugs for the provided breakers.
15. Prices quoted are not applicable for work subject to any state or federal prevailing wage requirements. We are an equipment supplier, not a subcontractor. Please contact your sales executive if prevailing wage still applies.
16. **Quotation is valid for 30 Days.** This quote may be modified and/or rescinded by BCEW at its sole discretion unless the quote is accepted before the expiration date.
17. We reserve the right to adjust the Tariff Fee (Pass-Through) amount as the global economic situation changes affecting certain materials/components. These are passed through to BCEW from its manufacturer(s) and will be invoiced as incurred. Again, these will be handled as a direct ‘Pass-Through’ fee.
18. Vapor Gas Fuel System includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system

components. External fuel supply components are not included.

19. Minimum engine loading will be required for proper operation of Tier 4 systems. Underloading may cause engine damage. Proper loading and operation are the responsibility of the end user. Quarterly maintenance is always recommended for all generators and strongly advised when aftertreatment is utilized. Please review the Installation Manual and the Operation and Maintenance Manuals for the Tier 4 system and the generator to ensure proper performance and avoid issues.

Terms and Conditions:

1. Terms of payment are net 30 days from factory shipment, upon approval of credit department.
2. Materials will be invoiced on the date of shipment from the factory.
3. Acceptance of purchase order is based on materials quoted.
4. 1.5% per month will be assessed on unpaid balances if not paid within terms.
5. Terms for retention and liquidated damages will not be accepted.
6. The following charges will be assessed for cancellation of any order:
 - a. 10% of total order price if cancelled after we have provided submittals but prior to release for manufacture.
 - b. 25% of total order price if cancelled after release for manufacture, or if the equipment is already on order with the factory (Rehiko paralleling switchgear is on order as soon as submittals are requested).
 - c. 50% of total order price if cancelled less than 90 days of scheduled shipment date from Rehiko.
 - d. 100% of total order price if cancelled within 60 days of scheduled shipment from Rehiko.

Lead Times:

Submittals Lead Times:

1. Submittals for projects with Rehiko standard factory BOM take 2-3 weeks from receipt of a written Hold for Submittal Approval (HFSA) Purchase Order.

Equipment Lead Times:

1. Current factory lead time for the 60REOZK generator is 25-27 weeks from written release for production. Lead times are estimated at time of quote and may vary at time of order.
2. Current factory lead time for the 180REOZJG generator is 23-25 weeks from written release for production. Lead times are estimated at time of quote and may vary at time of order.
3. Current factory lead time for the Automatic Transfer Switch is 14-16 weeks from written release for production.

We appreciate this opportunity to offer our equipment for your consideration. Please call if you have any questions or if I can help in any way. Bay City Electric Works wants to be your Generator System Supplier.

The authorized purchaser identified below accepts this proposal and agrees, upon acceptance of this contract by Bay City Electric Works, to purchase and pay for the equipment, accessories, and service in accordance with the terms and conditions set forth above.

Company name: _____

Purchaser name and title (please print): _____

Purchaser signature: _____

Date: _____ Purchase Order #: _____

Delivery Date Requested by Purchaser: _____

If a delivery date is not provided, BCEW will postpone the release of product orders with its respective vendors until the date is provided in writing. It is the sole responsibility of the Purchaser to provide a delivery date within the current factory lead times.

PLEASE INCLUDE PRELIM INFORMATION WHEN ISSUING A PURCHASE ORDER.

REHLKO GENERATOR SALES - SERVICE - PARTS - RENTALS

To learn more, visit our website at www.BCEW.com

Date: October 31, 2025

Project: Foresthill, CA - Peters Engineering

Quote # ddh102225

Holt of California, Inc is pleased to present the following quotation:

D200GC – 200kW Diesel Powered Genset ----- \$78,209.00

EPA CERTIFIED FOR EMERGENCY STANDBY
D200GC 200kW 60HZ 480 VOLT (WYE)
UL 2200 LISTED PACKAGE GEN SET
IBC SEISMIC CERT OF COMPLIANCE
2-YEAR WARRANTY
ADEM A4 GOVERNOR
PERMANENT MAGNET GENERATOR
ALT SPACE HEATER - 130C TEMP RISE OVER 40C AMB
ALT M2294L4 KT
BATTERY DISCONNECT SWITCH
INTEGRAL TANK BASE, 24HR, 400-Gallons
5 GALLON SPILL CONTAINMENT
AUDIO & FUEL ALARM (90% LEVEL)
EMERGENCY FUEL VENT PIPE UL-4"
4" EMERGENCY VENT
STANDARD VENT PIPE 12' EXTENSION
OPEN UNIT NO ENCLOSURE
GCCP1. CONTROL PANEL DEESEA
NFPA BUNDLE
GEN RUNNING & FAULT RELAY
PANEL MOUNTED AUDIBLE ALARM
WET BATTERY
BATTERY CHARGER 10 AMP
WHH2 JACKET WATER HEATER
COOLANT RESERVIOR
LOW COOLANT LEVEL SHUTDOWN
OUTPUT & INPUT EXPANSION MODULES
400A LSI 100% RATED BREAKER
NEUTRAL BAR 400A

Power Systems Division

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(800) 347-4658 Toll Free
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AUXILIARY CONTACTS
SILENCER SYSTEM 35dBA
RADIATOR TRANSITION FLANGE
REMOTE E-STOP BUTTON
PRODUCT LINK 4G LTE TELEMATICS
AMERICAS BAND
REMOTE ANNUNCIATOR
ACCEPT - REVIEW LINK IN DESC
STD TEST - PKG GEN SET 0.8 PF
SHRINK WRAP PROTECTION
PGS TEST REPORT @ 0.8 PF
INCLUDES START-UP & 2-HOUR RESISTIVE LOAD BANK TEST
TRAINING INCLUDING

D60GC – C4.4 - 60kW Diesel Powered Genset ----- \$55,385.00

EMERGENCY/STANDBY POWER APPLICATION
EPA STATIONARY EMERGENCY
UL2200 Listing - IBC SEISMIC CERT OF COMPLIANCE
2-YEAR WARRANTY
60HZ 480 VOLT (WYE)
130C TEMP RISE OVER 40C AMBIENT
ALT M1775L4 HZ 60Hz ALTERNATOR WITH SPACE HEATER
AUTOMATIC VOLTAGE REGULATOR - PERMANENT MAGNET GENERATOR
GCCP 1.2 Control Panel (RHS Mounted) VOLT FREE CONTACTS GENSET RUN
Cat Electronic Governor (ADEM A4)

ENGINE PACKAGE DESCRIPTION

Diesel Engine 4.4L
Electrical System, 12 VDC
Oil cooler

- Oil filler and dipstick.
- Oil filter, spin on.
- Lubricating Oil, CK-4 (10W-30)
- Oil drain with valve.
- Shallow oil pan

STARTING/CHARGING SYSTEM

- 12V electric starting motor.
- 12V, 45 amp charging alternator.

NFPA 110 BUNDLE
VOLT FREE CONTACTS GENSET RUN
PANEL MOUNTED AUDIBLE ALARM

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LOW COOLANT TEMP ALARM
COOLANT RESERVIOR
LOW COOLANT LEVEL SHUTDOWN
100A 100% RATED BREAKER
SHUNT TRIP & AUX CONTACTS
INTEGRAL TANK BASE, 24HR, 123 GALLONS
5 GALLON SPILL CONTAINMENT - AUDIO & FUEL ALARM (90% LEVEL)
SEISMIC VIBRATION ISOLATOR
Standard vent pipe 12ft Extension
EMERGENCY VENT UL-4"
OPEN UNIT NO ENCLOSURE
MUFFLER
OUTPUT EXPANSION MODULE - INPUT EXPANSION MODULE
REMOTE E-STOP BUTTON
PRODUCT LINK 4G LTE TELEMATICS
JACKET WATER HEATER
Lead Acid Batteries
NFPA BATT CHARGER UL10A 120VAC
FACTORY TESTING - GENERATOR SET - PGS TEST REPORT @ 0.8 PF
INCLUDES START-UP & 2-HOUR RESISTIVE LOAD BANK TEST
TRAINING INCLUDING

TRUONECG – 125A Automatic Transfer Switch ----- \$4,103.00

TRUONE CG CONTROLLER
OPEN TRANSITION
STANDARD - NO BYPASS
NEMA 1R ENCLOSURE
125 AMPS
MECHANICAL LUGS - STANDARD
208 - 480V; 50/60Hz
THREE PHASE
SOLID NEUTRAL
CONTACTOR
TRUONE 3-#8-1/0 CABLES
2 NO and 2 NC

(Sales tax not included in this quote)

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Delivery

Pricing includes delivery on flatbed truck, off-loading and setting Genset by customer. Depending on time of delivery lead-time can change. Currently approximate lead-time for D200GC, 200kW, natural genset is 20 to 22 weeks, plus freight transit time from the time of the release to order genset.

Exception and Clarification:

This quote is based on verbal specifications with the following exceptions/clarifications. No other sections or single lines diagrams were provided, and we take exception to any other specifications.

Note: The material listed in this quotation is our interpretation of the system requirements. We do not guarantee quantities, descriptions, etc. other than those shown. This quotation and Accompanying Bill of Material are to be considered as one entity. Any item not included in the Bill of Material is hereby excluded from our offer. Any deviations or additions will be subject to a revised quotation and may result in additional charges.

All Fuel required for initial start and testing, will be supplied by others - **not** Holt of California.

No special lugs included in our quotes unless specifically identified on our proposal. You will receive the standard lugs for the provided breakers.

Note: Allow 3 to 4 weeks lead-time when scheduling start-up and testing.

One (1) copy of factory standard, operations and maintenance manuals.

SUBMITTALS: Submittal drawings will be available approximately 2 to 4 weeks after receipt of purchase order.

Local AQMD Risk Management Policy may require a risk screening analysis, which is site specific. We can supply emission data and material for your use in this process. Based on the results of the risk screening analysis the equipment proposed may or may not be acceptable at your specific site. Any additional cost for emissions devices, parts, emission tests, or modifications to generator set will be the responsibility of contractor or/and owner.

CREDIT: Subject to approval.

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CANCELLATION POLICY: Rates for change orders and / or cancellations will be consistent with those of Caterpillar, Inc. at time of order.

This quote is valid for 30 days, and the following are **not** included, tax, installation (including genset concrete pad design/engineering), Seismic calculations for mounting anchors or concrete pad, wiring, fuel, permitting, or permitting fees. FOB Job Site, unloading and placement by others. Holt of California, Inc is a material supplier, and is exempt from any contractor requirements. The engine quoted is emissions rated, but the owner/contractor is advised to inquire with the local air quality authority regarding any specific requirements for aftermarket products not included with bill of materials.

WITH APPROVED CREDIT, TERMS OF PAYMENT ARE NET (30) DAYS FROM INVOICE DATE. CUSTOMER SHALL PAY A LATE CHARGE OF 1.5% PER MONTH OF ALL AMOUNTS PAST DUE. THE PLACE OF PAYMENT IS P.O. BOX 100001, SACRAMENTO, CALIFORNIA 95813.

Thank you for this opportunity to quote **CATERPILLAR** products. Please call if we may answer any questions, or be of further service.

Sincerely,

Dave Harris
Sales Engineer
Power Systems Division
916-373-4183 o
916-826-3148 c
916-373-4146 f
dharris@holtca.com

1. **PARTIES.** This Sale Order/Quotation (“Agreement”) is made by and between Holt of California or Holt Rental Services dba The CAT Rental Store as seller (“Holt”) and Customer described on the front of this Agreement as buyer and is effective when signed by Holt and Customer. This Agreement may be executed and delivered by facsimile.
2. **SALE OF GOODS.** Seller shall transfer and deliver to Customer, and Customer shall pay for and accept, the material and equipment described on the front of this Agreement (“Goods”). The time of delivery of the Goods shall be on or about the Estimated Delivery Date, provided that Holt may change the Estimated Delivery Date without Customer’s consent, and Holt shall not be liable for delays in delivery of the Goods. The place of delivery shall be Holt’s place of business. Risk of loss shall pass to Customer upon delivery of the Goods to Customer or to Customer’s shipper.
3. **INSPECTION.** Customer shall have the right to inspect the Goods at the time and place of delivery before paying for or accepting them. Upon Customer’s acceptance of the Goods, Customer shall be conclusively presumed to be satisfied with the condition and conformance of the Goods.

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4. **WAIVER/AMENDMENTS.** The failure by Holt to enforce any provision hereof shall not constitute a waiver by Holt of such provisions, nor of any subsequent breach of the same, nor of any other provision hereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements or understandings of the parties. No amendment shall be binding unless in writing and signed by the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No agent, employee or representative of Holt has the authority to bind Holt to any representation or warranty regarding the Goods that is not contained in this Agreement.

5. **LIMITATION OF ACTIONS.** Any action for breach of this Agreement must be commenced within one year after the facts giving rise to the cause of action. Customer waives the right to a trial by jury.

6. **ASSIGNMENT.** This Agreement may be assigned by Holt to a third party without the prior consent of Customer.

7. **ATTORNEY'S FEES.** In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both), the prevailing party shall be awarded reasonable attorney's fees, costs, and expert witness fees.

8. **VENUE.** Any dispute that arises between the parties shall be resolved in the Superior Court of California, County of Sacramento or County of San Joaquin, California.

9. **CALIFORNIA LAW.** This Agreement, and any dispute between the parties, shall be governed by California law. If any provision of this Agreement is held to be invalid in whole or in part, the validity of the remaining provisions shall not be affected.

10. **INDEMNITY.** Customer shall take all necessary precautions regarding the Goods and protect all persons and property from injury or damage. CUSTOMER SHALL INDEMNIFY AND HOLD HOLT FREE AND HARMLESS AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, EXPENSE (INCLUDING ATTORNEY'S FEES) AND PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, OPERATION, STORAGE, INSTRUCTION, DELAY (INCLUDING ANY DELAY IN OR FAILURE OF DELIVERY), SELECTION, PURCHASE, ACCEPTANCE OR REJECTION, OWNERSHIP, CONDITION, REPAIR OR POSSESSION OF THE GOODS OR ITS HANDLING OR TRANSPORTATION EXCEPT CLAIMS ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF HOLT, WHETHER ATTRIBUTABLE TO A DEFECT IN THE GOODS, THE MATERIAL USED THEREIN OR THE DESIGN, MANUFACTURE OR TESTING OF THE GOODS, REGARDLESS OF WHETHER ANY SUCH DEFECT IS DISCOVERED, OR WHETHER THE GOODS ARE IN POSSESSION OF CUSTOMER OR THE LOCATION OF THE GOODS. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS AND HEREBY ELECTS TO VOLUNTARILY ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE HOLT FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST HOLT WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.

11. **DISCLAIMER OF WARRANTIES/WAIVER OF DAMAGES.** EXCEPT AS OTHERWISE PROVIDED IN WRITING, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE OR HAVE BEEN MADE OR AUTHORIZED BY HOLT WITH RESPECT TO THE GOODS AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY HOLT. CUSTOMER ACKNOWLEDGES THAT IF THERE IS A WARRANTY FOR THE GOODS, IT IS PROVIDED BY THE MANUFACTURER AND NOT BY HOLT. Customer acknowledges that it has selected the Goods on the basis of its own judgment and expressly disclaims any reliance upon any statements or representation made by Holt. Holt shall not be responsible to Customer for loss of use of Goods, loss of profits, or any other consequential damages. Holt shall not be liable for failure to deliver the Goods, or for any damages resulting from the selection, installation, operation or use of the Goods. Holt's liability regarding the Goods and/or this Agreement for any damages, whether arising in contract, tort, or otherwise, shall be limited to the aggregate price of the Goods paid as of the date of the claim giving rise to the alleged damages.

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12. **SECURITY INTEREST.** Customer hereby grants Holt a security interest in the Goods, including any attachments, accessions, and proceeds, to secure payment of the sales price and performance of Customer’s obligations under this Agreement. Customer authorizes Holt to file such forms and documents as reasonably required by Holt to perfect its security interest, including but not limited to a UCC-1 financing statement with the California Secretary of State’s Office. Holt shall have all of the rights of a secured party pursuant to the California Commercial Code until the Goods are paid in full.

13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on Customer and its successors and assigns without regard to changes in the form of Customer’s business entity or name or membership.

14. **PURCHASE ORDER.** Holt shall not be bound by the terms of any purchase order issued by Customer unless signed by Holt. In the event of a conflict between any such purchase order and this Agreement, this Agreement shall control.

THE ATTACHED TERMS AND CONDITIONS ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICER. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT.

DATED: 10/31/2025

DATED:

HOLT OF CALIFORNIA

CUSTOMER

X David D. Harris

X _____

By: David D. Harris

By: _____

Title: Power Systems Sales Engineer

Title: _____

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Items H 1 through G 3

From: [Dianne Foster](#)
To: [Hank White](#); [Chase Dowling](#)
Cc: [Dianne Foster](#); [Mark Bell](#); [Roger Prueett](#); [Ron Thompson](#)
Subject: Nov 12 Board meeting agenda items
Date: Monday, October 27, 2025 10:17:33 AM

Please place the following items on the agenda for Board meeting Nov 12. (Also, if there are future changes in Board meeting locations, please place a sign in the window for Board members and the public to read so they know where to go. It was unacceptable at the Oct.8th Board meeting to not notify all Board members and the public where the meeting was moved to.)

Nov 12th Agenda --

Item H1 1. Discussion on revision to Policy 2000.
Recommended Action: By motion, approve. (Use 2000 revision recommendation from Oct. Packet to place in Nov. Agenda packet)

Item H2 2. Consider and approve following Board Policy #2360 for taking Board minutes **as per Grand Jury Recommendation #5** until such time an external Board Secretary is hired.
Recommended Action: By motion, approve.

Item H3 3. Consider and approve the General Manager updating job description Policies #2301 through #2381 (**as per Grand Jury Recommendation #3**) by December 2025 Board meeting.
Recommended Action: By motion, approve.

Item G2 4) Consider and approve updating the status of securing Sugar Pine water right permits as **per Grand Jury recommendation #10**.
Recommended Action: By motion, approve.

Item G3 5. Consider and approve "the FPUD schedule a meeting to establish performance goals and objectives for the General Manager no later than Dec. 30, and for each fiscal year thereafter" **as per Grand Jury Recommendation No. 12**.

Item G1 6. **Discuss update on the posting of the FPUD Finance Manager position (as per Grand Jury Recommendation #1).**

Foresthill Public Utility District

Request for Proposals (RFP) – Board Secretary Position

Issued: [Insert Date]

Submission Deadline: [Insert Deadline – e.g., Friday, November 29, 2025 at 5:00 PM]

Submit Applications To:

Chase Dowling, Board President

Foresthill Public Utility District

Email: cdowling@foresthillpud.com

1. Background

The Foresthill Public Utility District (FPUD) is an independent special district providing water service to the Foresthill community in Placer County, California. The District is governed by a five-member elected Board of Directors and operates under the California Water Code and Government Code.

FPUD is seeking applications from qualified individuals interested in serving as Board Secretary. The Board Secretary plays a key administrative and record-keeping role to ensure accurate documentation of meetings and compliance with the Brown Act and other applicable laws.

2. Purpose

The purpose of this RFP is to solicit interest from qualified individuals to perform Board Secretary duties for FPUD. The position provides clerical and administrative support to the Board of Directors and the General Manager, maintains official district records, and ensures the integrity and transparency of FPUD's governance process.

3. Scope of Duties

- Prepare, post, and distribute Board and committee meeting agendas in compliance with the Brown Act and FPUD Policy 5010.
- Attend all regular and special meetings of the Board and record accurate minutes.
- Prepare and maintain official records, resolutions, ordinances, and actions of the Board.
- Coordinate with the General Manager and Board President on agenda items and follow-up actions.
- Maintain and organize district records, ensuring public access in accordance with the California Public Records Act.
- Prepare correspondence, notices, and other administrative materials as directed by the Board or General Manager.
- Post agendas, minutes, and other materials to the FPUD website and public bulletin boards.
- Maintain confidentiality for closed session discussions and other sensitive matters.
- Perform other related duties as assigned by the Board or General Manager.

4. Qualifications

Applicants should demonstrate:

- Knowledge of the Brown Act, California Public Records Act, and public meeting procedures.
- Experience taking minutes and preparing agendas for public meetings.
- Strong written and verbal communication skills.
- Excellent attention to detail, organization, and follow-through.
- Ability to work independently and meet strict deadlines.
- Proficiency with Microsoft Word, PDF, and email communication.

Preferred qualifications:

- Prior experience as a clerk, board secretary, or administrative assistant in a public agency.
- Notary Public certification (or willingness to obtain).
- Familiarity with FPUD or similar local government operations.

5. Submission Requirements

Interested individuals must submit:

- Letter of Interest describing qualifications, relevant experience, and understanding of the position.
- Résumé outlining work history and relevant skills.
- References from at least two professional or public agency contacts.
- Compensation Expectation (hourly or monthly rate desired).
- Availability (anticipated start date and scheduling flexibility).

All materials should be submitted electronically in PDF format to cdowling@foresthillpud.com no later than 5:00 PM on [insert date].

6. Selection Process and Timeline

The FPUD Board of Directors will review applications, conduct interviews (if necessary), and select the most qualified individual based on experience, communication skills, and alignment with district needs. FPUD reserves the right to reject any or all applications.

7. Terms of Employment

This is a part-time, at-will position reporting directly to the FPUD Board of Directors. Compensation and hours will be determined by the Board upon appointment. The selected individual will be required to comply with all FPUD policies and applicable California laws governing public service.

8. Contact

For questions or clarification, please contact:

Chase Dowling

Board President, Foresthill Public Utility District

Email: cdowling@foresthillpud.com

From: [Dianne Foster](#)
To: [Hank White](#); [Chase Dowling](#)
Cc: [Dianne Foster](#)
Subject: Agenda Item
Date: Sunday, September 28, 2025 8:20:12 PM
Attachments: [CA Gov. Code 61040.pdf](#)
[B.P. 2000.pdf](#)

Item H 1

Action Item:

Discussion on revision to Policy 2000.

Recommended Action: By motion, approve

(Please place the attachments I provide in THE AGENDA PACKET!)

Does CA law supercede policies in special districts?

In California, **state and federal laws supersede local policies** in special districts. This means that while special districts can have their own governing bodies and policies, they are subject to the laws and regulations set forth by the state and federal governments. These laws govern the formation, operation, and governance of special districts, ensuring that they operate within the legal framework and provide services that meet the needs of their communities.

2009 California Government Code - Section 61040-61048 :: Chapter 3. Board Of Directors

GOVERNMENT CODE SECTION 61040-61048

Item G 2

61040. (a) A legislative body of five members known as the board of directors shall govern each district. The board of directors shall establish policies for the operation of the district. The board of directors shall provide for the implementation of those policies which is the responsibility of the district's general manager.

(c) All members of the board of directors shall exercise their independent judgment on behalf of the interests of the entire district, including the residents, property owners, and the public as a whole in furthering the purposes and intent of this division. Where the members of the board of directors have been elected by divisions or from divisions, they shall represent the interests of the entire district and not solely the interests of the residents and property owners in their divisions.

61045. (g) The board of directors shall adopt policies for the operation of the district, including, but not limited to, administrative policies, fiscal policies, personnel policies, and the purchasing policies required by this division.

FORESTHILL PUBLIC UTILITY DISTRICT POLICY HANDBOOK

POLICY TITLE: Executive Officer
POLICY NUMBER: 2000

2000.10 The General Manager shall be the Executive Officer of the Foresthill Public Utility District and for the Board of Directors.

2000.20 The terms and conditions of the General Manager's employment shall be specified in the agreement of employment established between the General Manager and the Board of Directors. The agreement of employment shall be for the period of time as specified therein.

~~**2000.30** Whenever the agreement of employment established between the General Manager and the Board of Directors is in conflict with any District policy, said agreement of employment shall prevail.~~

FORESTHILL PUBLIC UTILITY DISTRICT

POLICY HANDBOOK

Item H 2

POLICY TITLE: Job Description - Administrative Assistant
POLICY NUMBER: 2360

SUMMARY DESCRIPTION

To perform a wide variety of specialized communication, secretarial and administrative support duties for the General Manager.

DISTINGUISHING CHARACTERISTICS

This is a single position class responsible for a wide range of executive level support and communication for the General Manager. Employee is expected to exercise a high degree of tact, discretion, trust, judgment and confidentiality in performing a wide variety of complex duties and assignments with only limited direction and supervision.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the General Manager.

EXAMPLES OF DUTIES - *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

- Perform a wide variety of complex, confidential and self-initiated administrative support and communication duties as directed by the General Manager, including overseeing or preparing agendas, information packets, legal notices and the taking and transcribing of official minutes.
- Maintain records and files including confidential documents, records and reports.
- Coordinate and supervise responses to records request under the California Public Records Act.
- Coordinate District public outreach and information programs including preparing special presentations, brochures, displays, articles, news releases, media clipping services, and District customer newsletters.
- Maintain mailing lists and electronic distribution lists.
- Operate a variety of audio and visual equipment.
- Attend and represent the District at meetings and events.
- Research and prepare correspondence, memoranda, reports, e-mails, policies and procedures and other miscellaneous documents.
- Prepare purchase requisitions, budget transfers, expense reports and payroll records.
- Participate in budget preparation and administration including controlling expenditures.
- Receive and screen calls, visitors and correspondence and respond independently to inquiries and correspondence, or refer to appropriate personnel for action on behalf of the General

Manager.

- Monitor the status of pending inquiries and follow up as appropriate.
- Respond to customer or citizen inquiries, concerns and complaints.
- Supervise clerical and technical positions and direct consultants.
- Arrange and schedule meetings for the General Manager, Board President, Planning Committee and Financial Committee.
- Take dictation and summarize and type minutes of meeting from electronic recording devices and handwritten notes.
- Type finished copy from notes, typed copy, rough draft and oral instructions.
- Record documents at County Recorder's Office.
- Prepare, post and publish public notices and documents.
- Prepare and compose resolutions, certifications and other necessary documents.
- Assist in planning and implementing special events.
- Coordinate the timely preparation and filing of Statements of Economic Interest forms for Board members, applicable staff and consultants.
- Ensure compliance with applicable laws (e.g., Brown Act, Public Records Act, FPPC reporting and disclosure requirements).
- Coordinate the election process for the District with County and State election officials.
- Coordinate legal notices with media for various public hearings.
- Prepare and submit SB 90 claims to the State.
- Load agendas, minutes, newsletters and new releases onto District website.
- Recommend and assist in the implementation of goals and objectives and establish schedules and methods for the General Manager's office and implement policies and procedures.
- Plan, prioritize, assign, supervise and review the work of clerical and technical staff and coordinate staff training.
- Attend meetings and perform other duties as assigned by the General Manager.
- May serve as secretary at various meetings, as needed.
- Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.
- Perform other duties as required.

QUALIFICATIONS

KNOWLEDGE OF:

- Pertinent state and local laws, codes, regulations reporting and disclosure requirements including, but not limited to, the Brown Act, the Public Records Act, the Political Reform Act, election laws, Placer County document recording requirements, and procedures relating to the District and Board of Directors
- Methods and policies of records retention.
- Modern office practices and procedures.
- Basic administrative and accounting practices.
- Principles of fiscal, administrative research and report writing.
- The functions and operating procedures of local governance bodies and committees.
- Principles and practices of supervision, training and performance evaluation.
- Public relations practices and principles.

- Legal terminology, forms and procedures related to agendas, meetings and actions of the Board of Directors.
- Principles and practices of budget monitoring.
- English usage, spelling, grammar and punctuation.
- Modern office equipment including word processing, database and spreadsheet applications.
- Principles and practices of customer service.

ABILITY TO:

- Analyze situations carefully, recommend solutions, and adopt effective courses of action.
- Maintain confidential information and records.
- Learn the services, organization and functions of the District.
- Meet and communicate tactfully, effectively and calmly in stressful situations and/or when dealing with sensitive issues and people.
- Perform administrative support and public information duties with minimal supervision and direction.
- Exercise initiative and sound judgment in recognizing scope of authority.
- Handle multiple assignments.
- Work with interruptions.
- Accurately record and transcribe information and actions in official written minutes and other applicable documents.
- Work tactfully and effectively with elected and appointed officials, the public and staff.
- Follow oral and written instructions.
- Learn, interpret and apply Agency policies, procedures, laws and regulations.
- Take dictation and type at a speed consistent with timely completion of assignments and job duties.
- Screen and effectively route calls, mail, complaints and requests for information.
- Coordinate travel, training and meeting schedules and arrangements for the General Manager, Board of Directors and others as needed.
- Operate a computer using word processing, business software and other office equipment including audio-visual equipment.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Supervise, train and evaluate assigned staff.

WORKING CONDITIONS:

- Work is generally carried out in an office setting.
- Frequently sit at a desk and in meetings for long periods of time.
- Frequently twist to reach equipment and perform simple grasping and fine manipulation to write and use keyboard.
- Occasionally lift up to 35 pounds.

Experience and Education – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities*

would be:

Experience:

Six years of progressively responsible clerical, secretarial or administrative work. Experience providing administrative support to a governance board is highly desirable.

Education:

Equivalent to an Associate's degree from an accredited college or university in Public Administration, Business Administration, Political Science, Communications, Journalism, Public Relations or related field. Work experience may be substituted for education.

License or Certificate:

Possession and maintenance of a valid California driver's license and acceptable driving record.

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