



**CITY OF PITTSBURG
AGENDA**

AUGUST 17, 2020

**CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA**

**CLOSED SESSION
6:30 P.M.**

**REGULAR MEETINGS
7:00 P.M.**

**CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
SUCCESSOR AGENCY**

PRESIDING

**Jelani Killings, Mayor/Chair
Marilyn “Merl” Craft, Vice-Mayor/Chair
Holland Barrett White, Council Member/Board Member
Shanelle Scales-Preston, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member**

**FOR HOUSING AUTHORITY:
S.L. Floyd, Housing Authority Member
Annie Hill Herring, Housing Authority Member**

Pittsburg City Council meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.ci.pittsburg.ca.us. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.



PUBLIC ADVISORY:
THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting of the City Council for August 17, 2020 will be conducted electronically through Zoom and broadcast live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber will not be open for the meeting. Council Members will be participating electronically and will not be physically present in the Council Chamber.

Comments can be submitted via email to meetingcomments@ci.pittsburg.ca.us. If you wish to have your comments read to the Council Members during the appropriate Public Comment period, please indicate in the Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on. If your comment is for a non-agenda item, indicate "FOR PUBLIC COMMENT – NON AGENDA." Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words). Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting if received by 5:00 p.m. the date of the meeting. Comments via text and social media (Facebook, Twitter, etc.) will not be accepted. Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed. If you comment more than once on a particular topic, only the first email will be read aloud.

The City of Pittsburgh thanks you in advance for taking all precautions to prevent the spread of the COVID 19 virus.

AUDIENCE REMARKS

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

6:30 P.M. - CONVENE IN CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell, Fritz McKinley, Brad Farmer

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856

Unrepresented employees: Management Group; Senior Executive Team

7:00 P.M. - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

PUBLIC COMMENTS

See Public Advisory.

COMMITTEE REPORTS

Council Members may make a report on their committee assignments at this time. (see attached list of adhoc committees and other public agencies in which Council members participate). (No Action Required)

PITTSBURG POWER COMPANY PUBLIC HEARING

2. Adoption of a Pittsburg Power Company Resolution Amending the Electric Tariff

Pittsburg Power Company ("PPC"), a Joint Powers Authority under the City of Pittsburg, provides electric and natural gas utility services at Mare Island, Vallejo under the name of Island Energy ("IE"). The utility tariff ("Tariff"), which governs the terms, conditions and rates for IE electric utility service is modified from time to time to incorporate legislative and operational changes to provide guidelines to IE's operation on Mare island. Staff is proposing certain language modifications and program updates to the Electric Tariff Applicable to Island Energy.

CITY COUNCIL CONSIDERATION

3. Allocation of Measure M Funding and Spending Requirements

Staff, working with the Finance Subcommittee, has reviewed previous Measure M revenue allocations and has prepared a new formula for future allocations of Measure M revenues for consideration.

4. Introduction and Waive First Reading of an Ordinance Amending the Municipal Code Chapter 2.80 Relating to the Establishment and Structure of the Pittsburg Youth Advisory Commission

The City Council directed staff to further evaluate the necessary steps to establish a youth advisory commission including the creation of bylaws, strategy for recruiting commissioners, and initial focus areas. Staff recommends the City Council take comments and waive first reading of an Ordinance to amend the Pittsburg Municipal Code to include Chapter 2.80 for the establishment and structure of a youth advisory commission.

5. Adoption of a City Council Resolution Establishing Guidelines and Allocating \$250,000 of CARES Act Funding to Launch a City-sponsored COVID-19 Small Business Resiliency Grant Program

Many small businesses in Pittsburg have encountered significant financial impacts due to the Shelter-In-Place Order issued by the Contra Costa County Health Services Department due to the COVID-19 Pandemic and the subsequent restrictions on the operation of certain businesses by the State of California and Contra Costa County. The City Council will be asked to consider utilizing \$250,000 of CARES Act funding allocated to the City of Pittsburg to establish a COVID-19 Small Business Resiliency Grant Program.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, SUCCESSOR AGENCY AND SOUTHWEST PITTSBURG GHAD II CONSENT CALENDAR

6. Minutes of August 3, 2020

7. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the American Federation of State, County, and Municipal Employees Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units for the Period July 1, 2020–June 30, 2021

The Memorandums of Understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units expired on June 30, 2020. The City and AFSCME representatives started

negotiation sessions in March 2020 to develop a successor Memorandum of Understanding (MOU), and have reached a tentative agreement on the terms and conditions of employment for fiscal year 2020-2021 that provides for a contract term extension through June 30, 2021, a circumscribed reopening of the contract in November 2020, specific revisions to certain articles of the MOU to be amended. Should Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

8. Adoption of a City Council Resolution Accepting the Plans and Specifications, Allocating Funds, and Awarding Project 2216, Range Road Sidewalk Improvement Project

Project 2216, Range Road Sidewalk Improvement Project (“the Project”) is for widening the sidewalk on the north/east side of Range Road from West Leland Road to Rancho Medanos Junior High School. If approved, this resolution will accept plans and specifications, allocate funds, and award a construction contract to Black Bear Paving and Grading, Inc. from Hayward.

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for Automatic Meter Reading Supplies

The City’s water system distributes potable water to approximately 18,750 residential, commercial, industrial, and institutional customers. Public Works crews maintain the water meters and purchase necessary supplies under an annual contract with vendor Badger Meter (formerly National Meter and Automation) of Milwaukee, WI. If approved, the resolution will allocate funds and execute a one-year contract with Badger Meter.

10. Adoption of a City Council Resolution to Approve the Staff Response to the Contra Costa County Civil Grand Jury FY 2019-2020 Report

The Contra Costa County Civil Grand Jury issued one report for Fiscal Year 2019-2020 that required the City of Pittsburg’s response. The report and response are attached herewith. They are: Grand Jury Report No. 2004, “Police Department Staffing.”

11. Adoption of a City Council Resolution to Authorize City Manager to Extend Contract with International Dioxide for Water Treatment Plant Chemical Supply – Sodium Chlorite

The Public Works Department is responsible for the maintenance and operation of the City’s Water Treatment Plant and solicits bids for necessary chemical supplies. The existing contract for Sodium Chlorite expired on June 30th. If approved, the resolution will authorize a one-year extension with vendor International Dioxide, Inc. with no changes to current contract pricing or terms.

12. Adoption of a City Council Resolution Designating a Voting Delegate at the League of California Cities Annual Conference in October 2020

The League of California Cities advises Council action no later than August 31,

2020 to appoint a voting delegate for the City of Pittsburg at their Annual Conference to be held October 7 - 9, 2020 in Long Beach, California.

13. Receive and File the Treasurer's Report for the Quarter Ending June 30, 2020

Attached is the Treasurer's Report for the fiscal quarter ending June 30, 2020. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)

ADJOURNMENT to August 24, 2020

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). The full packets are also located on the City's website at www.ci.pittsburg.ca.us. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled citizens. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at 925-252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.ci.pittsburg.ca.us on the Streaming Media page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2020

Updated February 3, 2020

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Jelani Killings / Merl Craft Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	F. McKinley
East Co. Co. County Habitat Conservancy	Juan Banales / Holland White Alternate	Standing	Monthly	K. Pollot
East County Water Management	Merl Craft / Holland White Alternate	Standing	Annual	F. McKinley
MCE Clean Energy Board	Shanelle Scales-Preston / Juan Banales Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Juan Banales / Holland White Alternate	Standing	2 nd Thursday	J. Hecht
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	J. Hecht
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Jelani Killings / Juan Banales Alt.	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Juan Banales / Jelani Killings Alt.	Standing	1 st Thursday	G. Evans
School Districts Committee (2x2)	Holland White & Jelani Killings / Merl Craft Alt.	Standing	4 th Thursday even months	G. Evans
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
Camp Stoneman Anniversary Celebration	Merl Craft & Shanelle Scales-Preston	Ad Hoc	As needed	Evans/Simonton
City Infrastructure and Transportation	Juan Banales & S. Scales-Preston / Holland White Alt.	Standing	TBD	G. Evans
Community Services Subcommittee	Juan Banales & Holland White	Ad Hoc	As needed	G. Evans/M. Aliotti
Flag Protocols	Holland White & Shanelle Scales-Preston	Ad Hoc	As needed	J. Davis
Hills Committee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Ad Hoc	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	Quarterly	K. Simonton
Finance Subcommittee	Jelani Killings & Juan Banales / Merl Craft Alt.	Standing	As needed	B. Farmer
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Ad Hoc	As needed	K. Pollot
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Merl Craft Alt.	Standing	As needed	D. Buchanan
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	Ad Hoc	As needed	K. Simonton
Successor Agency Subcommittee	Merl Craft & Jelani Killings / S. Scales-Preston Alt.	Standing	As needed	M. Aliotti

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.ci.pittsburg.ca.us and click on the CALENDAR link for meetings, dates, times and locations.

Commission	Tentative Meeting Dates
Planning Commission	2 nd and 4 th Tuesdays
Community Advisory Commission	1 st Wednesday

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the month in the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an “as needed basis”. For a list of subcommittees that Council Members and staff are assigned to, please see the “Council Committee List” attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City’s website, www.ci.pittsburg.ca.us, as soon as it is determined. Please check the Calendar on the City’s website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Chair and Governing Board Members

FROM: Garrett Evans, Executive Director

SUBJECT: Adoption of a Pittsburg Power Company Resolution Amending the Electric Tariff

MEETING DATE: August 17, 2020

EXECUTIVE SUMMARY

Pittsburg Power Company (“PPC”), a Joint Powers Authority under the City of Pittsburg, provides electric and natural gas utility services at Mare Island, Vallejo under the name of Island Energy (“IE”). The utility tariff (“Tariff”), which governs the terms, conditions and rates for IE electric utility service is modified from time to time to incorporate legislative and operational changes to provide guidelines to IE’s operation on Mare Island. Staff is proposing certain language modifications and program updates to the Electric Tariff Applicable to Island Energy.

FISCAL IMPACT

If the proposed PPC Resolution is adopted, these are the following fiscal impacts.

1. Retire the Solar Installation Incentive Rebate Program: Based on the number of solar energy system applications in the last two years, the fiscal impact of retiring the Solar Installation Incentive will result in savings of approximately \$35,000 per year.
2. Retire the Public Benefit Rebate Program for Compressed Air System (maximum rebate \$35,000 per application) and Commercial Motors & Process Improvement (maximum rebate \$10,000 per application). No Applications have been received for these two programs in the last six years. A future cost savings is anticipated by retiring these two programs.
3. Establish a Back-up Generator Rebate Program for Qualified Medical Residential Electric Service Customers: PPC is proposing a \$250 rebate for a customer purchase of a medically necessary back-up generator for qualified Residential Medical Discount Program customers.

4. Update the Miscellaneous Service Charge and Fee Schedule (MISC) for various customer requested services. The proposed changes do not pose significant financial impacts to IE's enterprise fund balance. The proposed charges are identified as the following:

- Increase reconnection fee due to non-payment from \$15 to \$25, based on actual labor cost to reconnect account online.
- Increase returned check fee from \$25 to \$35, based on actual bank charge.
- Remove the \$25 meter re-read fee as Automatic Meter Reading (AMR) system eliminates the need for manual re-read.
- Remove \$250 disconnection fee for any action other than removal of a meter as it is no longer applicable.
- Propose \$25 for past bills request plus \$0.10 per photocopy.
- Propose \$250 penalty on utility facility tempering.
- Propose up to \$50 per request for residential electrical data analysis.
- Propose up to \$100 per request for commercial electrical data analysis.
- Propose \$25 per month manual read plus meter and installation charge, should a customer prefer an analog electrical meter rather than a digital electrical meter.
- Propose \$200 per application for residential solar interconnection application.
- Propose \$500 per application for commercial solar interconnection (≤ 50 kW).
- Propose \$1,000 per application for commercial solar interconnection (> 50 kW).

RECOMMENDATION

The PPC Governing Board open the public hearing, take testimony, close the public hearing, consider the testimony and adopt the proposed program changes and language modifications to Island Energy's Electric Tariffs.

BACKGROUND

Island Energy is a municipal utility under Article 11, Section 9 of the California Constitution with the rights to acquire assets, set rates and provide electric and natural gas service within or outside the city limits.

On March 27, 1997, the PPC Governing Board approved Resolution 97-002 approving Island Energy Electric and Gas Tariff Schedules applicable to Mare Island Service Area.

The Tariff Schedules have been modified as needed to provide better guidance to Island Energy's operation on Mare Island. In a continuing effort to comply with regulations and to accommodate future commercial developments on Mare Island, staff recommends certain program changes and language modifications to Island Energy's Electric Tariff, as identified in the Staff Analysis section of this report.

SUBCOMMITTEE FINDINGS

The proposal to retire the Solar Installation Incentive Rebate Program was presented to the PPC Subcommittee on May 22, 2020.

The other proposed Tariff revisions have not been presented to the PPC Subcommittee.

STAFF ANALYSIS

Besides language modifications for clarity and simplification, PPC is proposing four major revisions to the Tariff: 1) Retire the Solar Installation Incentive Rebate Program and remove incentive related language from the Tariff; 2) Update Public Benefit Fund (PBF) spending guidelines and implement new PBF programs; 3) Establish a Back-up Generator Rebate Program for Qualified Medical Residential Electric Service Customers; and 4) Revise Miscellaneous Service Fee and Charge (MISC) Rate Schedule for various customer requested services.

The changes made to Island Energy's Electric Tariff are identified below.

Chapter 2: DEFINITION

Definitions of Avoided Energy Cost and Avoided Energy Cost Rate are added to describe the cost to IE to procure renewable energy and green attributes from a qualified renewable generation source.

The definitions for Billing Period, Eligible Expense for Reimbursement, Exported Renewable Energy (ERE) Program, Maximum Demand, Net Energy Metering (NEM) Program, Net Surplus Energy, Surplus Energy Compensation Rate have been modified for simplicity.

Chapter 4: APPLICATION FOR SERVICES

- Section A. General, a) Added service applications can be submitted through Island Energy's website.
- Section B. 1) Establishment and Re-establishment of Credit – changed to Establishment and Re-establishment of Account for more appropriate description.
- Section B. 2) Re-Establishment of Account-if an account is closed due to non-payment, money order, cashier check or credit card is required as form of payment to re-establish the account. IE does not accept cash transactions.
- Section C. Deposits, 1) b) Re-establishment of Account – The reconnection fee was increased from \$15 to \$25, based on actual cost of staff time.
- Section C. Deposits, 1) b) Re-establishment of Account – The paragraph about \$250 charge for service disconnection by actions other than removal of the meter is removed as it is no longer applicable.
- Section D. Rendering and Payment of Service Billing, 2) Basis of Usage Used in Billing, d) \$15.00 for meter Re-reads is removed as Automatic Metering Reading System (AMR) allows real-time meter reads and eliminate on-site re-read.
- Section D. Rendering and Payment of Service Billing, 6) Returned checks – Fee increased from \$25 to \$35 based on actual bank charge.
- Section D. Rendering and Payment of Service Billing, 7) Additional Service Charge – Removed this charge as meter turn-on and off can be done remotely. IE does not send staff out for on-site collection.
- Section D. Rendering and Payment of Service Billing, 8) Additional Service Charge – proposed a \$25 monthly meter manual read fee for customers prefers mechanical electrical meter than digital electrical meter.
- Section E. Disputes, 1) c) and d) – Removed as AMR eliminate manual reading errors. The $\pm 2\%$ is pertained to mechanical analog meters.

Chapter 5: NOTICE

- Section A. Notices to Customers, 2) Termination of Service Notice, d) – Example of Timing of Service Termination Notice is removed because it is no longer accurate.

Chapter 6: DISTRIBUTION SYSTEM PROJECTS

- Section K. Development Refunds for New Residential Subdivisions –removed as program expired June 30th, 2013.

Chapter 7: CUSTOMER SERVICE CONNECTION

- Section P. Facility Tampering – Added \$250 penalty for tampering of the IE's facilities.

Chapter 8: NON-STANDARD/SPECIAL UTILITIES FACILITIES

- Section D. Basis of Cost – added upfront payment is required for purchasing material and equipment for special utility facilities.
- Section E. Payment Schedule –payment schedule of Chapter 8 conforms to Tariff Schedule Customer Project Support (CPS).

Chapter 9: METER TEST AND ADJUSTMENT OF UTILITY BILLS

- Section B. Meter Tests – Revised paragraphs 1 and 2 to reflect actual practices. Removed paragraphs 3 and 4 as AMR system eliminates human reading errors.
- Section E. Adjustment of Bills for Unauthorized Use – added \$250 penalty for unauthorized use of utility facilities.

Chapter 11: SPECIAL SERVICES CHARGE

- Section 11 Special Services Charge –a new chapter to reimburse staff's time and resource spent on special services requested by customers. Any such services shall be conducted as a fee in accordance with rate schedule MISC.

Chapter 12: CUSTOMER OWNED GENERATION-QUALIFIED FACILITIES

- Section 12– Deleted incomplete chapter. Content now is combined with Chapter 12 Departing Load.

Chapter 12: DEPARTING LOAD-INVESTMENT RECOVERY CHAPTER

- Section A. General-Added application process for departing load customers.
- Section D. Departing Load Agreement – Departing Load Customers shall sign a Departing Load Agreement with IE at least fifteen (15) business days before the Date of Departure. Days were increased from five (5) days to fifteen (15) business days to allow IE more time to prepare.
- Section 13 now Section 12 Departing Load-Investment Recovery Charges, G. Investment Recovery Charges Calculations, 6. Market Price Benchmark – Revised.

Chapter 13: SPECIAL PROGRAMS

- Section A. California Public Benefits Program, 1) General –Added language of 13A1(a)-13A1(d) listing the four statutory categories that the public benefits fund can expense.
- Section A. California Public Benefits Program, 3) Island Energy Public Benefits Fund- Added language that the Governing Board has sole discretion in the design and expenditure of IE's Public Benefits Program (PBP) as long as the programs align within the four statutory categories.
- Section A 4 (c) Appliance Efficiency Program-Added \$50 rebate for smart thermostat.

- Section A 4(d) Commercial Energy Efficiency Rebate Program: removed rebate programs for Compressed Air Systems (maximum rebate of \$35,000) and Commercial Motors & Process Improvement (Maximum rebate of \$10,000). These two programs are deemed unpopular as there has been no applications submitted in the last 6 years.
- Section A 4(e) Residential Low-Income Assistance Program-adopt the Income Qualification Requirements for the Residential Low-Income Assistance Program
- Section A 4 (f): New Investment in Renewable Energy Resources: language is added to provide funding for battery storage technologies as demand-side management to promote energy efficiency and energy conservation.
- Section A 5: Other Authorized Public Benefits Fund Expenditures: Added language to allow IE to recoup 3rd party expenses in research and development of energy efficiency, renewable energy related science and technologies.

ATTACHMENTS: Electric Tariff Applicable to Island Energy
Resolution

Report Prepared By: Vanessa Xie, Administrative Officer



Electric Tariff

Applicable to

Island Energy

Fiscal Year 2020 - 2021

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Rate Schedule MLS:	Motor Load Service
Rate Schedule SE:	Service Establishment Fee
Rate Schedule CPS:	Customer Project Support Charges and Fees
Rate Schedule MISC:	Miscellaneous Customer Services Fee
Rate Schedule NCE:	New Commercial Electrical Systems Reimbursement
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Rate Schedule NEM:	Solar Customers on Net Energy Metering Program
Rate Schedule ERE:	Solar Customers on Exported Renewable Energy Program

1. GENERAL INFORMATION

A. TERRITORY SERVED

Pittsburg Power Company, a joint powers authority, is a municipal electric utility (“the Utility”), operates Island Energy, which supplies electric service to customers on Mare Island, in the City of Vallejo.

B. CONFIDENTIALITY OF CUSTOMER INFORMATION

The Utility will maintain the confidentiality of all customer information, including identification information and all data associated electric service and/or other related Utility service consumption, as required by law. Customers may request such information for their own use in writing from the Utility, and such data will be provided in a timely manner.

C. ELECTRIC MEASUREMENT

Measurements will be made by use of a standard electric meter furnished by the Utility unless otherwise specified on the rate schedules.

D. CONTRACTS

Whether or not the Tariff requires a written contract, the Utility may require, in its sole discretion, a Customer to enter into a written contract as a condition to providing service. Contracts will be required when service is delivered under different rates, terms and conditions than set forth within the Tariff, in which event the Customer and the Utility shall acknowledge that the contract is in lieu of the Tariff.

E. INFORMATION AVAILABLE TO CUSTOMERS:

1) Tariffs

A copy of the Island Energy Gas and Electric Tariffs are available at the Utility’s office at 995 Walnut Avenue on Mare Island during normal business hours and can also be viewed online at www.islandenergy.com

2) Electric Service Rate Schedules

The rates to be charged by the Utility for electric service will be the rates in effect and at that time, as included in this Tariff document, on file in the Utility’s office and online at: www.islandenergy.com

3) Utility Standards

The Utility follows PG&E approved standards for all materials, design, construction, and services as set forth in the PG&E’s Greenbook.

2. DEFINITIONS

Applicant: A person or entity requesting the Utility to supply electric service, relocate electric facilities, or upgrade electric facilities.

Avoided Energy Cost: Cost to the Utility of electric energy or capacity or both which, but for the purchase from a qualifying renewable facility, such the Utility would generate itself or purchase from a non-renewable source.

Avoided Energy Cost Rate: Cost per Kilowatt-hour to the Utility of procuring renewable energy from a qualifying renewable facility, plus the renewable attributes cost per Kilowatt-hour associated with the renewable generation purchase.

Billing Period: A period of time during which Utility services are measured and for which such services are invoiced to Customers. The billing period will generally be between Twenty-Eight (28) and to Thirty-Three (33) calendar days.

Cabling: Conductors, connectors, switches, and auxiliary equipment, as required by the Utility for construction of distribution facilities, connection to the Utility, relocation of facilities, or upgrade of electric facilities.

Conduit: Ducts, pipes or tubes of certain metals, plastics and other materials acceptable to the Utility, for the installation and protection of electric wires or cables. This shall include concrete encasements unless otherwise specified by the Utility's standards.

Customer: The person or entity in whose name service is rendered as evidenced by the signature on the application, contract, or agreement for that service, or, in the absence of a signed instrument, by the Utility's receipt of payment of bills regularly issued in that person's name.

Customer Contract: A contract entered into by and between the Utility and an Applicant for performing electrical transmission or distribution system work under the Tariff.

Customer Service Point: The point of connection where the facilities of the Utility and the wiring of the Customer's Premises meet and are connected.

Developer: A company (or individual) which develops land or changes and enhances the use of a parcel of land or an existing building for some new purpose within the service area of Utility.

Electronic Transfer: Paper-less exchange of data and/or funds, usually involving computer and telecommunications technology.

Eligible Customer Generator: A Customer who has a Renewable Electrical Generation Facility located on the Customer's owned or leased Premises, and is interconnected and operates in parallel with the electrical grid, and is used primarily to

offset part or all of Customer's own electrical demands, consistent with Public Utilities Code section 2827(b)(4).

Eligible Expenses for Reimbursement: Eligible Expenses are defined as electrical equipment purchase expenses incurred in the installation of new commercial electrical distribution systems, including transformers, switches and electric cabling, but not the relocation or rearrangement of the existing electrical system, pursuant to a Customer Contract. Eligible Expenses do not include expenses incurred under the Customer Contract for excavation, conduits, substructures and protective structures. Applicant shall remain responsible for the cost of all relocation, rearrangement and removal work, unless the work qualifies for reimbursement under Section 6, Electric Distribution System Project, subsection L.

Exported Renewable Energy (ERE) Program: The successor program of the NEM program. Under the ERE program. The ERE program employs a billing mechanism that charges Eligible Customer-Generator applicable retail rate for each Kilowatt-hour taken from the Utility's grid, and compensates each Kilowatt-hour feed back to the grid at the Avoided Energy Generation Rate.

Inevitable Accident: An occurrence causing an interruption in service which is outside of the control of the Utility and which the Utility could not have prevented by the Utility's reasonable diligence in its operation of the subject facilities. Occurrences caused by the age of the Utility systems shall not be deemed preventable.

Mailed: Any notice or other communication will be considered "mailed" when it is sent electronically (email, text or other electronic format) or enclosed in a sealed envelope, properly addressed, and deposited in any United States Post Office box, postage prepaid. The postmark date for notices or other communication sent electronically will be considered the date the communication was sent.

Maximum Demand: The maximum amount of power (kW) drawn for any 15-minute interval during a billing period, as indicated or recorded by instruments installed, owned and maintained by the Utility.

Mixed Use Residential/Commercial Development: Any development which incorporates both residential and commercial uses i.e. first floor retail or educational and second or third floor residential.

Net Energy Metering (NEM) Program: The Net Energy Metering Program allows Eligible Customer-Generator to bank and use the generated renewable electricity anytime over a 12-month period, instead of when the renewable electricity is generated.

Net Surplus Energy: The energy generated by an Eligible Customer-Generator measured in kilowatt-hours over a 12-month period that exceeds the amount of energy drawn by that Eligible Customer-Generator from the Utility's grid over the same 12-month period.

Net Surplus Energy Compensation Rate: Equal to or no greater than the Avoided Energy Cost Rate. The Net Surplus Energy Compensation Rate is calculated and updated by the Utility's annual rate case study.

New Permanent Load: A New Permanent Load is a new load resulting from and/or benefited by the improvement or expansion of the existing electrical system pursuant to a Customer Contract.

Paid or Payment: Funds received by the Utility through postal service, the Utility payment office, credit card payments to the Utility, or deposited in the Utility bank account by electronic transfer.

Premises: All of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises and public or quasi-public institutions, by a dedicated or undedicated street, highway or other public thoroughfare or a railway. Automobile parking lots constituting a part of an adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. In the case of Premises on which a master meter is installed, Premises shall refer to all of those residences, dwelling units, mobile home spaces, stores, offices or other places of business for which the consumption of electricity is measured and assessed by the master meter.

Primary: Electric service that is taken at or above 2 kilovolts, but below 25 kilovolts provided that the service is taken from regularly available service voltages. The Utility retains the right to change the voltage level that is to be considered to be regularly available upon reasonable notice to the Customer.

Protective Structures: Curbs, fences, retaining walls, grading, sound barriers, posts, barricades and other structures as required by the Utility to protect its facilities or equipment.

Ready Access to Premises: Access to the Utility's facilities made available by the Customer or Applicant in a manner that is safe and unobstructed to the Utility personnel and vehicles. A Customer provides ready access when all animals on the Premises are restrained and there is no obstruction to the utility equipment.

Renewable Electrical Generation Facility: A facility that generates electricity from a renewable source listed in paragraph (1) of subdivision (a) of Section 25741 of the California Public Resources Code including biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements to the facility using that technology.

Secondary: Electric service that is taken below 2,000 volts and service that does not qualify as primary.

Substructures: The surface and subsurface structures necessary to contain or support the Utility's electric facilities. These include but are not limited to such items

as splice boxes, pull boxes, equipment vaults and enclosures, foundations or pads for surface mounted equipment.

Temporary Service: Service for enterprises or activities which are temporary in character or where it is known in advance that service will be of a limited duration. Service which, in the opinion of the Utility, is for operations of a speculative character or the permanency of which has not been established, also is considered temporary service.

Vessel: A means of transportation on water used for recreational, navigational or commercial purposes.

3. ELECTRIC SERVICE

A. DESCRIPTION OF SERVICE

1) General

The character of service available at any particular location should be ascertained by inquiry at the Utility's office. The Utility's rate schedules are applicable for service where the Customer purchases its entire electrical requirements from the Utility, except when such rate schedules specifically provide otherwise. Alternating current service of approximately 60-cycle frequency will be supplied. Voltages referred to in the Tariff schedules are nominal voltages.

2) Utility Phase and Voltage Specifications

a) Standard Voltages

Standard voltages of the Utility are as follows:

(i) Transmission Voltages

Voltages of 115,000 volts and above are transmission voltages. For its operating convenience, the Utility may elect to supply a Customer from lines of transmission voltage.

(ii) Primary Voltages

Primary voltages are 12,000 volts, where available and applicable.

(iii) Secondary Voltages

Secondary voltages are 120, 120/208, 120/240, 240, 480, 277/480, 2400, 4160 and 6930 volts, where available and applicable.

(iv) Customer Utilization Voltages.

All Customer-owned utilization equipment must be designed and rated in accordance with the following utilization voltages specified by the American National Standard C84.1 if Customer equipment is to give satisfactory performance:

Normal Utilization Voltage	Minimum Utilization Voltage	Maximum Utilization Voltage
120	110	125
208	191	216
240	220	250
277	254	289
480	440	500

The difference between the service and utilization voltages describe voltage drop in Customer wiring and Utility operations.

b) Single-phase Service

- (i) For 120-volt services the maximum connected load allowed is one 15 amp plus one 20 amp branch circuit. The maximum motor allowed is a 1-1/2 hp motor.
- (ii) For 120/208 volt services the maximum connected load is a 400 amp main switch. Where the Utility maintains 4-wire connected service, the single-phase service shall be limited to a 100 amp main switch.
- (iii) For 120/240 volt services the maximum connected load is a 400 amp main switch. The maximum motor load allowed is a 10-hp motor.
- (iv) For 480 volt services the minimum connected load is 15 kVA and the maximum connected load shall be a 400 amp main switch unless prior Utility approval is obtained.
- (v) For 2400 volt services, and above, the minimum connected load and the maximum connected load will vary by location and will be subject to Utility approval.

c) Three-phase Service

(i) Minimum Connected Load

The minimum connected load requirement for 3-phase service is dependent on the nature and availability of the Utility's facilities at any specific location.

Volts	Maximum Demand Allowed	Maximum Main Switch Capacity Allowed
208	1,000 kVA	4,000 amperes
240	1,000 kVA	4,000 amperes
480	3,000 kVA	4,000 amperes
> 480	varies by location	varies by location

(ii) Balanced Loads

Loads on 3-phase service must be balanced between phases in accordance with good engineering practice, as determined by the Utility. In no cases will the load on any one phase exceed twice that on any other phase.

(iii) Excess Load

Loads in excess of the above stated loads may be served at the Utility's discretion. Check with the Utility for specifications required.

(iv) Utility Authority to Modify Specifications

The Utility may modify the voltage and phase specification due to service conditions at the location involved.

(v) Utility Authority to Limit Motor Size

The Utility may limit the size, and other characteristics, of the largest motor that may be operated in any part of its system.

3) Electric Service Protection Requirements

a) Motor Protection and Equipment

(i) Motors and related equipment shall be equipped by the Customer to avoid any damage due to power outages and restorations of service, power surges, or high or low voltage fluctuations.

(ii) Motors shall be equipped with protective equipment needed to protect against damage due to overheating.

(iii) Three-phase motors shall be equipped to protect against damage due to reverse-phase and open-phase conditions.

b) Allowable Motor Starting Currents

The starting current drawn from the Utility's lines shall be considered the nameplate locked rotor current, or that guaranteed by the manufacturer. At its option, the Utility may determine the starting current by test, using a stop ammeter with not more than 15% over swing; or an oscillography disregarding the value shown for the first 10 cycles subsequent to energizing the motor.

The maximum connected load by service shall include, in the case of motor load, the starting current drawn from the Utility in addition to all other load.

At the Utility's sole discretion, the Customer may be required, at the Customer's expense, to install reduced voltage starting or other suitable means that limit the starting current to any motor.

c) Welder Service

Where electric welders are served, the Utility may bill the Customer for any applicable demand charges based on 60 seconds, 5 minutes, or 15 minutes integrated demand basis in lieu of the normal demand billing period.

d) Power Factor

The Utility may require the Customer to provide, at the Customer's expense, equipment to increase the operating power factor at the Utility's service connection point to the Customer to not less than 90%, lagging or leading.

The Utility, at its sole discretion, shall be authorized to install kVAR metering along with kW metering where the Customer is, in the Utility's opinion, of sufficient size and may have a power factor such that billing in this manner is appropriate.

e) Wave Form

The Utility may require that the waveform of current drawn by Customer equipment of any kind be in conformity with good engineering practices (such as the requirements of the Institute of Electrical and Electronics Engineers' (IEEE) Recommended Practice 519).

4) Interference with Electric Service

a) Voltage Fluctuations

Customers who operate equipment that causes detrimental voltage fluctuations (including, but not limited to hoists, welders, radio transmitters, X-ray apparatus, elevator motors, compressors, and furnaces) must reasonably limit such fluctuations upon request by the Utility or discontinue service at the request of the Utility. The Customer will be required to provide corrective measures necessary to limit voltage fluctuations at its expense. Any damage resulting from voltage fluctuations shall be the responsibility of the Customer causing such fluctuations.

b) Arc Furnace

Any arc-furnace service installations are subject to the Utility's approval.

c) Current Imposition

Any Customer who superimposes a current of any frequency upon any part of that Customer's electrical system, other than the current supplied by the Utility, shall at that Customer's expense, prevent the transmission of such current beyond the Customer's electrical system.

d) Good Engineering Practice

Customers shall at all times comply with good engineering practices (such as the requirements of the Institute of Electrical and Electronics Engineers (IEEE) Recommended Practice 519) in order to minimize any detrimental voltage disruption.

B. TEMPORARY SERVICE

The Utility shall, upon determining that such Temporary Service will not result in undue or adverse hardship to its existing Customers, such as a condition of limited system capacity or excessive voltage drop, furnish Temporary Service under the following conditions:

1) Estimated Cost

The Temporary Service Applicant shall pay, in advance or otherwise as required by the Utility, the estimated cost of installation, plus the estimated cost of removal, less the estimated salvage of the facilities necessary for furnishing electrical service.

2) Applicant Credit

The Applicant shall establish credit as required by Section 4.B, except that the amount of deposit prescribed by Section 4.C shall not exceed the estimated bill for the duration of service.

C. SHORTAGE OF ELECTRICAL SUPPLY / INTERRUPTION OF SERVICE

1) Shortage and Interruption

The Utility will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of electric energy to the Customer, and to avoid any shortage or interruption of delivery of same. The Utility will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage occasioned thereby, if same is caused by Inevitable Accident, Act of God, fire, strikes, riots, war or any other cause not within its control. It shall be deemed to be beyond the control of the Utility where the interruption is due to an unanticipated failure of any part of the Utility's systems.

2) Temporary Suspension for Repairs

The Utility, whenever it shall find it necessary for the purpose of making repairs or improvements to its system, will have the right to suspend temporarily the delivery of electric energy. In all such cases, reasonable notice as circumstances will permit will be given to the Customer by telephone, communications mailed to the Customer, or publication in a local paper, and the making of such repairs or improvements will be performed as rapidly as may be practicable, and, if practicable, at such times as will cause the least inconvenience to the Customers. In the event of a planned suspension of service for repairs or improvements where the Utility has complied with the notice provisions of this Section or the Customer otherwise receives actual notice, Utility shall not be liable for interruption or shortage or insufficiency of supply, or any loss or damage occasioned thereby.

3) Apportionment of Supply during Time of Shortage

Should a shortage of supply ever occur, the Utility will apportion its available supply of electricity among its Customers in the manner that appears to the Utility to be most equitable.

4) Liability of the Utility for Shortage / Interruption

The Utility shall not, by acting pursuant to any portion of this Section, or any other provision of these Tariffs, be liable for any loss, damage, or injury, established or alleged, which may result or be claimed to result there from. In no event shall the Utility be responsible for consequential, indirect, special, incidental, punitive or

exemplary damages, or damage or loss caused by reason of loss of use, loss of profits or revenues, or cost of capital.

D. ELECTRIC SERVICE TARIFF COMPLIANCE

1) Unauthorized Use

The Utility may discontinue service if the acts of the Customer or the conditions upon his/her Premises indicate intent to deny the Utility full compensation for services rendered, including, but not limited to, tampering or unauthorized use.

2) Use of Service Detrimental to Other Customers

The Utility will not provide service to electrical equipment, the operation of which would be detrimental to other electric service, as set forth by Industry Standards including, but not limited to, those published by the National Fire Protection Association (NFPA), Institute of Electrical and Electronic Engineers (IEEE), and the National Electrical Manufacturers' Association (NEMA), and will discontinue electric service to any Customer who continues to operate such equipment after being notified by the Utility to discontinue operation.

3) Fraud

The Utility may refuse or discontinue service if the acts of the Customer or condition on his/her Premises indicate intent to defraud the Utility.

4) Non-Compliance with the Utility's Tariffs

The Utility may discontinue service to a Customer in the event that the Customer fails to comply with any provision of these Tariffs after receiving written notice delivered to the Customer's billing address of Premises within seven (7) business days. The Utility, in its sole discretion, may discontinue electric service at a Premises anytime with verbal communication in the event a dangerous condition or a bona fide emergency is found to present immediate.

5) Liability

The Customer shall be and remain liable for any and all damages caused to the Utility facilities or to third parties as a result of Customer's failure to comply with the requirements of these Tariffs or the proper use of Customer's equipment.

Nothing in any of these Tariffs is intended to create any new or additional liability to the Utility beyond that required by law. It is the intent of the Tariffs to limit the liability of the Utility to the greatest extent allowed by law, and to maintain for the Utility all applicable immunities and defenses allowed by law.

The Utility shall have no liability for any damage, loss or injury caused in whole or part by Applicant's or Customer's active or passive negligent act or omission or reckless, wanton or intentional act.

All of Applicant's or Customer's duties under each of these Tariffs involving safety, maintenance, repair or installation of facilities, including any duty to give notice to the Utility of conditions of the Facilities, shall also constitute a duty from the Applicant or Customer to all third parties with respect to those facilities, regardless of who owns or controls the facilities. Applicant's or Customer's failure to comply with these Tariffs shall constitute a breach of duty to any injured or damaged third party, and Applicant or Customer shall be liable to any injured or damaged third party for any such injury or damages.

If any portion of these Tariff is determined by a court of competent jurisdiction to be illegal, it shall be severed from the Tariff and all other portions of these Tariff shall remain in full force and effect. Each section of these Tariff would have been adopted separately, even if any other section of the Tariff had not been adopted.

6) Indemnification

The Customer or Applicant shall defend, indemnify and hold harmless Utility against any claim, demand, loss or liability arising out of or related in any way to Utility's electrical equipment or facilities located on the Customer's or Applicant's Premises, except for the sole negligence of Utility..

4. APPLICATION FOR SERVICE

A. APPLICATION

1) General

- a) A Utility application for electric service is required. Each Applicant for service may be required to sign an application form, either online or paper copy provided by the Utility. The application forms may vary depending upon the type of service requested by the Applicant. Applicants who are qualified for special rates and/or services may be required to complete additional forms and provide support document in accordance with the Utility's applicable Tariffs. Application form for electric service is available at www.islandenergy.com.
- b) The application is a request for service, and it does not bind the Utility to serve except under its Tariffs and under reasonable conditions. The application does not bind the Applicant to take service for a longer period than the minimum requirement of the Utility's Tariffs. The service Tariffs constitute the terms and conditions of the agreement between the Utility and the Applicant for service rendered, unless otherwise agreed to in writing.
- c) Pursuant to the Tariffs, the Utility may at its sole discretion assess the Applicant's ability to pay its electricity charges. Such assessment may include a credit check initiated by the Utility at the Applicant's expense, contact of commercial references, or other measures, as discussed and agreed between the Utility and Applicant.

2) Information Required on Application

Utility may require the Applicant to establish credit, all Applicants shall provide such other information as the Utility may reasonably require for service.

- (1) This information includes, but is not limited to, the legal name of the Applicant(s), the name of the Applicant's spouse or other adults residing at the Premises, the service address, billing address, date service is wanted, whether electric service has previously been supplied to the Premises, whether Applicant is the owner, agent or tenant of the Premises, and the applicable rate schedule desired (if optional schedules are available).
- (2) In addition, the Applicant may be required to provide information necessary to the design, installation, maintenance and operation of the Utility's facilities, including the proposed end use(s), the connected load, the number of residential dwelling units/spaces, the size or character of the appliance or apparatus to be installed, and other information required under the Utility's applicable Tariffs.
- (3) The Utility may also request credit information and authorization to run a credit check. Commercial and industrial accounts will be required to provide their North America Industrial Classification System (NAICS) Code(s).

3)

Changes in Load or Operation

It is the Customer's responsibility to notify the Utility in writing within fifteen (15) business days if the Customer makes any change in the connected load, in the number of residential dwelling units/spaces, or in the size or character of its appliances or apparatus. Such change(s) may require a new application for service and/or a change in the Utility's service facilities and may result in the Customer being transferred to a different Tariff schedule and payment obligations for service upgrades.

4) Joint and Several Liability for Service / Beneficial Use

Where two or more Applicants join in one application or contract for Utility service, they shall be jointly and severally liable under the terms of the application/contract and shall be billed by means of a single periodic bill mailed to the Customer designated to receive the bill.

5) Whether or not the Utility obtained a joint application or contract for residential service, where there is evidence that an adult(s) other than the Applicant resided at the Premises and benefited from Utility service, the other adult(s) and the Applicant shall be jointly and severally liable for service rendered while such other adults resided at the Premises.

6) False or Inaccurate Information

The Utility may refuse to provide service or may discontinue or disconnect service and/or may re-bill the account when:

- a) Information provided to the Utility on the application is false, incomplete, or inaccurate; or
- b) The Applicant has applied for service under a fictitious name or under the name of another to avoid payment of any Utility bill; or,
- c) The Applicant has requested service in his/her legal name to assist another in avoiding payment of any Utility bill; or;
- d) The Applicant and/or other adults residing with the Applicant have received the benefit of service without paying for it and are attempting to change the name on the account to avoid payment of any Utility bill.

In the event of a re-bill, the Utility shall provide the Applicant with the reason for such a re-bill.

B. ESTABLISHMENT AND RE-ESTABLISHMENT OF ACCOUNT

Each Applicant for metered service is required to establish an account to the satisfaction of the Utility before service will be rendered.

1) Establishment of Account

The Applicant's account will be deemed established, if either:

- a) Applicant is the owner of record and/or occupier in-fact of the Premises upon which the Utility is requested to furnish service.
- b) Applicant makes a deposit with the Utility to secure the payment of any bills for service to be furnished by the Utility under the application as provided in Section 4.C.

2) Re-establishment of Account

- a) An Applicant who has been an electric Customer of the Utility and whose service has been discontinued for failure to pay their electric bills within the last 12 months of service may be required to re-establish their account by paying all outstanding amounts owed to the Utility by money order, cashier check or credit card.
- b) A Customer who fails to pay bills as provided in Section 4.D may be required to pay said bills and re-establish account by making a payment by money order, cashier check or credit card in the amount provided for in Section 4.C.1.b. The requirement for the re-establishment of credit will apply regardless of whether or not service has been discontinued for such non-payment.
- c) Where the financial condition of a Customer has changed so that the Customer represents a potential credit risk; or where the Utility has received information that a Customer has left another Utility's service territory with a bill that was unpaid ninety (90) days or more after the billing date, the Customer may be required, as a condition of continued service, to re-establish credit pursuant to Section 4.C.1.b.

C. DEPOSITS

1) Amount of Deposit

a) Establishment of Account

The Utility will require a deposit to establish an account.

(i) Commercial

For commercial accounts covering gas and/or electric service, a deposit is required, the amount of which shall normally be twice the Customer's maximum monthly bill, but no more than three times the Customer's monthly average bill, as estimated by the Utility for a business of similar size and character.

The Utility will have sole discretion in determining the deposit amount, provided that the amount does not impose a hardship.

(ii) Residential

For residential accounts covering gas and/or electric service, a flat rate of \$200 deposit will apply.

b) Re-establishment of Account

The amount of deposit required to re-establish account shall normally be twice the maximum monthly bill but may be as high as three times the Customer's maximum monthly bill, as determined by the Utility and in conformance to the rules stated in Section 4.C.1.

In addition, the Customer will be required to pay all amounts in arrears, all late payment fees, and a re-connection fee of \$25.00 if service has been disconnected.

c) Return of Deposit

The Customer's deposit will be applied to the Customer's bill after 12 months of good payment history, if all Utility account(s) is/are current.

d) Retention of Deposit

The Utility may retain the deposit longer than one (1) year if a Customer demonstrates late payment practices. If the service is discontinued by request of the Customer while a deposit is held, then the balance of any deposit remaining after the closing bill for service has been settled will be returned to the Customer by check.

If after any outstanding amounts owed to the Utility still remains after deducted from the deposit, the service may be discontinued until the deposit is restored to the original amount. No interest will be earned on deposit.

D. RENDERING AND PAYMENT OF SERVICE BILLING

1) Rendering of Bills

Bills for service will be rendered either once a month, or as otherwise required for opening and closing bills, or as provided under applicable Tariff.

For billing purposes, each meter upon the Customer's Premises will be considered separately and readings of two or more meters will not be combined.

2) Basis of Usage Used in Billings

- a) All Customers who receive metered service will be billed monthly. Meters are automatically read at regular intervals; each bill will be based on meter registrations, except as otherwise provided for herein.
- b) Estimated consumption may be used as the basis for billings, except for the month ending with the actual meter read. The actual meter registrations shall be used, less the estimated consumption used to calculate the previously estimated bills.
- c) If the Utility is unable to read the Customer's meter for technical or other reasons, the Utility may bill the Customer for estimated consumption during the billing period and make any necessary corrections when a reading is obtained. Estimated consumption for this purpose will be calculated considering the Customer's prior usage, the Utility's experience with other Customers of the same class in that area, and the general characteristics of the Customer's operations. Adjustments for any underestimate or overestimate of a Customer's consumption will be reflected on the first regularly scheduled bill rendered and based on actual reading following the period of estimation.

3) Payment of Bills

Bills for service are due and payable upon receipt. Payment shall be delivered to the office of the Utility by mail, phone, by electronic funds transfer (EFT) or delivered to an authorized individual of the Utility.

4) Form of Bill Delivery

At the mutual option of the Customer and Utility, bills may be delivered to Customers electronically. Customers requesting this service may be required to provide electronic information on their application form for utility services. Either party may discontinue electronic billing with a thirty (30) day written notice.

5) Late Payment Fee

- a) Late Payment Fee for Residential and Commercial Accounts

For residential and commercial accounts, if full payment is not postmarked or received within twenty (20) days after being mailed to the Customer shall be subject to a late payment fee of \$15 or 3 percent (3%) of the unpaid balance, whichever is greater.

b) Late Payment Fee for Municipal Accounts

For municipal accounts, if full payment is not postmarked or received within twenty-five (25) days after the bill is mailed to the customer shall be subject to a one and one-half percent (1 ½%) late payment fee or penalty.

c) Late Payment Fee for State Agencies

Where an account serves a state agency and payment is not received within fifty (50) calendar days after the date of mailing of a bill, the late payment charge applicable to that account will be at a rate of one (1%) percent above the rate accrued on June 30th of the prior year by the Pooled Money Investment Account (PMIA), but not to exceed 15 percent, all as set forth in Government Code Section 926.17(b)(1). Such rate may be applied to and accrue on a state agency account only after 50 days from the date the bill was mailed. The State of California shall be responsible for notification to the Utility as to which accounts serve state agencies. The provision of the above paragraph shall apply only after such notification.

d) Late Payment Fee for Large Government Contractors

Where a Customer derives majority of his/her revenue from contracts with agencies of the federal government and its aggregated monthly Utility bills are in excess of \$25,000, he/she may apply to the Utility for designation as a large government contractor. Island Energy reserves the right to perform a full credit check prior to designating a customer as a large government contractor. For accounts held by large government contractors, if full payment not postmarked or received within fifty (50) days after the bill is mailed to the Customer shall be subject to a late payment fee of three percent (3%) of the unpaid balance of the original bill and shall be subject to the Discontinuation of Service provisions in the Utility's Tariff.

6) Returned Checks

Bills paid by a check that is returned due to insufficient funds or other bank issues shall be subject to \$35 returned check charge. This charge will be added to the Customer's bill for each occurrence.

7) Waiving of Minimum Bills

If the Customer is unable to use the Utility's service by reason of civil protests, strikes, accidents, fires, or any cause beyond the Customer's control, the payment of the minimum charge may be waived by the Utility during the time the Customer is unable to use such service.

- 8) The Utility employs an Automatic Meter Reading (AMR) system in its service territory. If a customer prefers to have an analog electric meter, the customer must submit a written request to the Utility. The customer must fully reimburse the utility for the purchase of such metering material, installation cost, and a \$25 monthly charge for manual meter read.

E. DISPUTES

1) Disputed Bill

- a) When Customers dispute or question their bill, they first request an explanation from the Utility. If the Customer thereafter believes they have been billed incorrectly, they will be required to provide the bill and a statement supporting their belief that their bill is incorrect to:

Island Energy
995 Walnut Avenue
Mare Island, CA 94592-0001

- b) To avoid having service turned off during the dispute the Customer must enclose payment for the full amount of the bill made out to Island Energy. If the Customer is unable to pay the amount in dispute, they must inform the Utility verbally or in writing of their inability to pay. Utility service will remain on until the Utility completes its review of the Customer's bill. The Utility will review the basis of the amount billed and communicate the results of its review to the Customer within 10 working days of receipt of the Customer's statement of dispute.

2) Termination When Bill is Disputed

A Customer who does not pay the full amount due, even when subject to dispute, shall be subject to the same termination for non-payment terms and conditions as any other Customer.

F. DISCONTINUANCE OF SERVICE

1) Customer's Request for Service Discontinuance

- a) When a Customer desires to terminate their service, they shall submit a service termination form to the Utility notice in writing at least two (2) business days before the desired termination date. A Customer may be held responsible for all service furnished at the Premises until two (2) days after receipt of such notice by the Utility, or until the date of termination specified on the service termination form. The service termination form is available at www.islandenergy.com.
- b) In the event that a Customer terminates service under any rate schedule and re-initiates service under the same, or any other, rate schedule at the same location within 12 months, there will be a reconnection charge equal to the minimum charge which would have been billed had the Customer not terminated service.

2) Non-Payment of Bills

- a) A discontinuance of service notice for nonpayment of a delinquent account will be given in accordance with Section 5.A.2.
- b) A Customer's service may be discontinued for non-payment of a bill for service provided at any location served by the Utility if that bill is not paid in accordance with these Tariffs.
- c) If a Customer is receiving more than one service, any or all services may be discontinued when any service, regardless of location, is discontinued for non-payment.
- d) Prior to terminating service for non-payment of bills to Multiple Occupancy Residential Buildings, Mobile Home Parks, and single-family residences where occupant is a renter, all procedures as required by law will be followed.
- e) The Utility will not terminate service to a Customer on any Saturday, Sunday, legal holiday, or at any time during which the business offices of the Utility are not accessible to the public. Service wrongfully terminated shall be restored without charge for the restoration of service, and a notification shall be mailed to the Customer at the billing address.

3) Unsafe Equipment

The Utility may deny or discontinue service to a Customer when

- a) The Utility determines, using commonly accepted industry standards including, but not limited to, those published by the National Fire Protection Association (NFPA), Institute of Electrical and Electronic Engineers (IEEE), and the National Electrical Manufacturers' Association (NEMA), that the Premises' wiring, or other electrical equipment, or the use of either, is unsafe, or;
- b) Any governmental agency, authorized to enforce laws, ordinances, or regulations involving electrical facilities and/or the use of electricity, notifies the Utility in writing that the Customer's electrical facilities and/or use of electricity is unsafe or not in compliance with such laws, ordinance, or regulations.

4) Communications about Unsafe Equipment

- a) At the time of denial or discontinuance of service as stated in Section 4.F.2, the Utility will:
- b) Post a written notice, stating the reason for denial or discontinuance and referring to this rule, at a conspicuous place at the Premises, or;
- c) Deliver the written notice to the occupant of the Premises in person, and
- d) Within 24 hours of service termination or denial of service, send a copy of the written notice to the Customer's billing address.

5) Restoration of Service

The Utility will not restore service until:

- a) The Utility determines the Customer's electrical wiring or equipment, or the use of either, has been made safe, or
 - b) The Utility has received written notice from the appropriate governmental agency that the Premises meets applicable laws, ordinances or regulations. It is the Customer's responsibility to resolve any matter with the governmental agency.
- 6) Responsibility for Inspection
- a) The Utility does not assume any responsibility for inspecting or repairing the Customer's wiring or other equipment or any part thereof and assumes no liability, therefore.

5. NOTICES

A. NOTICES TO CUSTOMERS

1) General

When notices from the Utility to a Customer are required, notices will be given in writing, either mailed, as defined in Section 2 ("Mailed"), to the Customer's mailing address, or delivered to Customer's service address. In case of emergencies, the Utility may also give notices in person, by telephone, or other electronic means.

2) Termination of Service Notice

- a) Payment for monthly bills for service are due and payable upon presentation and will be considered late if full payment is not received by the Utility by the first day of the following month.
- b) If full payment is not received prior to the date of the next bill, a Termination of Service Notice for nonpayment of a delinquent account will be included on the next monthly bill setting forth the date for termination as the first day of the following month.
- c) A separate notice will be sent to the service address when the occupants are renters and not responsible for the utility bill. Additional notice will include information on renter's legal rights should Utility not receive payment.
- d) When no payment has been received by the Utility prior to two days before the termination date set forth in subsection 2 a) above a written final service termination notice shall be posted in a conspicuous place at the Premises at least forty-eight (48) hours prior to termination of service.
- e) Prior to terminating service to Multiple Occupancy Residential Buildings and Mobile Home Parks, all procedures as required by law will be followed by the Utility.
- f) The Utility reserves the right to report any delinquency of payment to any appropriate credit reporting agencies and potential new Utility providers.

3) Third-Party Notification

- a) For residential Customers who are 65 years of age or older, or who are "dependent adults" as defined in section 15610.23 of the Welfare and Institutions Code (generally one who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights), the Utility will attempt to notify a person designated by the Customer to receive notification when the Customer's account is past due and subject to termination.
- b) The consent of the third party shall not incur any liability for the account by virtue of the fact he or she consents to receive such third-party notification.

B. NOTICES FROM CUSTOMERS

- 1) Notices from a Customer to the Utility may be given by written communication mailed to the Utility's office, or physically delivered by the Customer, or the Customer's agent, at the Utility's office.
- 2) Any Customer may initiate a complaint or request an investigation concerning service or charges by delivering a written complaint or request setting forth all the facts necessary for the Utility to understand the nature of the complaint or request, including copies of any statements in issue.

6. ELECTRIC DISTRIBUTION SYSTEM PROJECTS

This Section is applicable to changes to electric distribution lines of the Utility's standard voltages necessary to furnish permanent electric service to Applicants.

A. STANDARDS

The Utility follows PG&E standards for primary and secondary distribution lines. The Applicant should use the PG&E Greenbook to plan, design, and engineer primary and secondary distribution line projects.

B. OWNERSHIP

The facilities installed under the provisions of this Section up to the Customer Service Point, shall be owned, operated, and maintained by the Utility, except for Substructures and enclosures that are on, under, within, or part of a building or structure owned or under the control of Customer.

C. POINT OF CONNECTION

The Utility shall determine the point on the Utility's system from which any extension will be made.

D. PRIVATE LINES

The Utility may, at its sole discretion, sever an Applicant from connection facilities that are not owned, operated, and maintained by the Utility.

E. RIGHT OF WAY

Where new installations of, or changes to, electric distribution lines or facilities result in the need to locate such new facilities outside of Utility's existing easements, Applicant shall, at its own cost, be responsible for conducting any engineering work or survey work necessary in order to provide Utility with a description of the new location suitable for incorporation into a Grant of Easement or dedication of a Public Use Easement (PUE) as part of a subdivision or other map, for the purpose of conveying to the Utility an adequate easement for the maintenance, repair and replacement of the new or relocated facilities.

If service facilities must cross property owned by a third party to serve the Applicant, it is Applicant's responsibility to obtain and transfer to the Utility appropriate rights-of-way or easements, satisfactory to the Utility for the maintenance, repair and replacement of the new or relocated facilities, at no cost to the Utility.

F. ROUTE OF LINE

The length and route of a primary or secondary distribution line project will be determined or approved by the Utility based on the distance along the shortest most practical, available and acceptable route which is clear of obstructions from the Utility's nearest permanent and available distribution facility.

G. APPLICATIONS AND CONTRACTS; EXCEPTIONS

- 1) Each Applicant for a primary or secondary distribution line shall be required to submit to the Utility an application defining the project along with a deposit in the sum of \$250 payment is required to cover the cost of the application fee. Applicant shall execute a Customer Contract prior to the Utility approving and participating in the project.
- 2) In the event a project for a primary or secondary distribution line has an estimated overall cost of \$20,000 or less, a Customer Contract may not be required provided:
 - a) The Applicant signs a short form agreement which includes the obligation to maintain certain minimum insurance coverage and indemnify Utility against claims or losses caused by Applicant during the course of the project for which the application is submitted,
 - b) The Utility is to conduct all of the work necessary for completion of the project, including the design and installation of all new facilities, and
 - c) No transfer of title to facilities or easements is required.
- 3) Applicant and Utility may agree that Utility shall conduct all of the work necessary for completion of the project, including the design and installation of all new facilities.
- 4) If the Utility is to conduct all of the work as set forth under Section 6.G.2, Applicant shall remain responsible for all costs and expenses incurred by Utility. Further, Sections 6.H.2 through H.9 shall not apply.

H. APPLICANT RESPONSIBILITIES FOR NEW DISTRIBUTION FACILITIES

Applicant is responsible for providing or installing the following items at Applicant's expense by Qualified Personnel, as defined herein, prior to the Utility finalizing a primary or secondary distribution line, accepting dedication of the facilities, and connecting them to the Utility's facilities:

- 1) All necessary information to the Utility in order for the Utility to design the new, relocated or expanded facilities, including but not limited to improvement plans, grading plans, load information for the overall project to be served, site map, and preferred meter and other facility locations. Any item that requires approval of the City of Vallejo must be approved before any construction begins. Where Utility agrees to allow Applicant to design the facilities, Applicant shall provide sufficient and accurate information to allow Utility to review and approve the design.
- 2) Coordination in joint trench planning and engineering with Qualified Personnel in conformance with Utility standards.
- 3) All necessary trenching, back filling, and other digging as required; subject to Utility inspection.
- 4) All substructures and conduits, subject to Utility inspection.
- 5) All poles and superstructures, subject to Utility inspection.

- 6) All wiring, cabling, switches, transformers, and other electrical equipment, all of which is to be installed by Qualified Personnel, and performed to the Utility's standards, and are to be subject to Utility inspection. The Applicant shall prepare the electrical connection to the Utility's facilities, but, will not make the final connection to the Utility's facilities.
- 7) All protective structures set forth in the Utility's standards, subject to Utility inspection.
- 8) All manufacturers' warranties commensurate with the Utility's standards, including a one-year warranty on all workmanship and normal operations on newly installed facilities.

Qualified Personnel shall mean personnel who:

- (i) Are technically competent to perform the work;
- (ii) Have access to, and utilize the proper equipment to perform the work;
- (iii) Have demonstrated financial responsibility commensurate with the scope of the work to be performed;
- (iv) Have adequate insurance coverage, such as workers compensation, liability and property damage;
- (v) Furnish a surety bond for performance of the work if required;
- (vi) Are licensed in California for the work being performed;
- (vii) Are properly qualified for specific skill required including, but not limited to, the State of California High Voltage Safety Orders (Title 8, Chapter 4, Subchapter 5, Group 2); and
- (viii) Comply with applicable laws including, but not limited to, Equal Opportunity Regulations, OSHA, and EPA.

I. UTILITY RESPONSIBILITIES FOR NEW DISTRIBUTION FACILITIES

The Utility will, at Applicant's expense:

- 1) Specify the point, or points, on the Utility system from which Applicant will extend distribution lines.
- 2) Design the distribution facilities such that they conform to the standards of the Utility as well as all applicable federal, state and local codes and ordinances for Utility installations (such as, but not limited to, the California Business and Professions Code). Where Utility agrees to allow Applicant to design the facilities, Utility shall review and approve the design submitted by Applicant.
- 3) Inspect facilities installed by Applicant.
- 4) Connect conductors to the Utility's facilities.
- 5) Make any necessary arrangements of the Utility's facilities to accommodate connection of Applicant's facilities.
- 6) Perform final testing prior to acceptance of the facilities.

- 7) Invoice Applicant on a monthly basis for all appropriate Utility costs incurred, as defined herein, as the project is worked on and completed, with a final invoice upon completion. If project is expected to be or a duration of 60 days or less, Utility may choose to bill Applicant for all costs with a single final invoice upon completion.

J. DEDICATION OF FACILITIES

Upon acceptable testing and acceptance by Utility of the facilities for use in distribution of electricity, ownership of all such facilities shall be transferred to the Utility by a bill of sale.

K. REIMBURSEMENT POLICY IN NEW COMMERCIAL DEVELOPMENT

Utility will provide a monetary reimbursement to an Applicant who is a Qualified Developer for a percentage of those Eligible Expenses associated with and incurred in the construction and placement of new electrical transmission or distribution system or systems which result New Permanent Load in excess of 150,000 kWh per month averaged over a 12 month period, in amounts stated in Rate Schedule NCE.

Such electrical transmission and/or distribution systems may serve commercial and industrial Utility customers or may be constructed to serve Mixed Use Residential / Commercial Development. Section K above applies to purely residential construction whereas this Section L includes mixed Use Residential/Commercial Development.

In addition, any reimbursement under this Section L shall be subject to the following:

- 1) Such reimbursements are subject to submission of approved Granting of Easement Applications, execution of a Customer Contract, Utility acceptance of the electrical systems, transfers of facilities to the Utility, dedication or grant of necessary easements to Utility and such other applicable terms and conditions set forth in these Tariffs.
- 2) Nothing herein is intended to provide for multiple reimbursements, and reimbursable amounts contributed to or advanced to an Applicant under conditions of any other rule will be reimbursed in accordance with the provisions of that rule only. There shall be no duplicating reimbursements under these Tariffs. If reimbursement is being sought under either Section 6.K or 14.D no reimbursement can be provided hereunder. Reimbursements under the various sections are mutually exclusive.
- 3) When two (2) or more parties make joint contributions or advances on the same new electrical transmission and/or distribution system, reimbursements will be distributed to these parties in the same proportion as their individual contributions or advances bear to the total Eligible Expenses.
- 4) Any determination by the Utility as to what constitutes an Eligible Expense shall be final and binding on all Applicants. Any relocation or rearrangement of Utility's existing facilities, at the request of an Applicant, shall be at the Applicant's expense or reimbursable under Section 14D.

L. UTILITY EXPENSE; CONTRACT LABOR AND OVERHEAD

All costs and expenses incurred by the Utility under this Section 6 herein shall be fully reimbursed to the Utility by Applicant as such charges are incurred and billed for by the Utility. The rate for contract labor and overhead is set forth in Rate Schedule MISC. All invoices shall include a detailed breakdown for the costs incurred.

7. CUSTOMER SERVICE CONNECTIONS

This Section is applicable to the connection of new Customers to the Utility's distribution system at standard Utility primary and secondary voltages necessary to furnish electric service to Applicant.

A. STANDARDS

The Utility follows PG&E standards for primary and secondary distribution lines. The Applicant should use the PG&E Greenbook to plan, design, and engineer primary and secondary distribution line projects.

B. OWNERSHIP

The facilities installed under the provisions of this Section up to the Customer Service Point, shall be owned, operated, and maintained by the Utility, except for Substructures and enclosures that are on, under, within, or part of a building or structure owned or under the control of Customer.

C. PRIVATE LINES

The Utility may, at its sole discretion and under certain terms and conditions, sever an Applicant from connection facilities that are not owned, operated, and maintained by the Utility.

D. RIGHT OF WAY

Where new installations of, or changes to, electric distribution lines or facilities result in the need to locate such new facilities outside of Utility's existing easements, Applicant shall, at its own cost, be responsible for conducting any engineering work or survey work necessary in order to provide Utility with a description of the new location suitable for incorporation into a Grant of Easement or dedication of a PUE as part of a subdivision or other map, for the purpose of conveying to the Utility an adequate easement for the maintenance, repair and replacement of the new or relocated facilities.

If service facilities must cross property owned by a third party to serve Applicant, it is Applicant's responsibility to obtain and transfer to Utility appropriate rights-of-way or easements, satisfactory to the Utility for the maintenance, repair and replacement of the new or relocated facilities, at no cost to the Utility.

E. TEMPORARY SERVICE

Facilities for temporary service shall be installed in accordance with this Section 7. The Applicant shall be responsible for all costs related to the design, installation and removal of requested facilities.

F. APPLICATIONS AND CONTRACTS; EXCEPTIONS

- 1) Each Applicant for a Customer connection shall be required to submit to the Utility for its consideration and approval an application defining the project along with a

deposit in the sum of \$250 payment, after which the Applicant shall execute a Customer Contract prior to the Utility approving and participating in the project.

The Utility reserves the right to apply the refundable portion of the deposit towards unpaid project invoices.

- 2) In the event a project for a Customer connection has an estimated overall cost of \$10,000.00 or less, ;

he Applicant shall execute a Customer Contract which includes the obligation to maintain certain minimum insurance coverage and indemnify Utility against claims or losses caused by Applicant during the course of the project for which the application is submitted,

The Utility is to conduct all of the work necessary for completion of the project, including the design and installation of all new facilities, and

No transfer of title to facilities or easements is required.

- 3) Applicant and Utility may agree that Utility shall conduct all the work necessary for completion of the project, including the design and installation of all new facilities.
- 4) If the Utility is to conduct all the work as set forth under Section 7.F.2 or F.3, Applicant shall remain responsible for all costs and expenses incurred by Utility. Further, Sections 7.I.2 through I.9 shall not apply.

G. OBLIGATION OF CUSTOMER TO PROVIDE ACCESS

- 1) The Applicant/Customer shall be responsible for providing the Utility with ready access to the Premises.
- 2) The Utility shall at all times have the right to enter and leave Applicant's/Customer's Premises for any purpose connected with the furnishing of electric service. The purposes include, but are not limited to, meter reading, inspection, testing, routine repairs, replacement, maintenance, emergency work, and the exercise of any and all rights secured to it by law, or under the Utility's Tariffs.
- 3) If the Utility determines that its access to Premises is impaired then the Applicant or Customer will at their expense either eliminate the access impairment or pay the Utility its costs to relocate the facility to a new location which is acceptable to the Utility. Applicant or Customer will be responsible for the expense of such relocation along with any expense that is incurred in relocating non-Utility facilities. Failure to eliminate the access impairment or pay for relocation within 30 calendar days of notification by the Utility can result in discontinuance of service.

H. CONNECTIONS TO UTILITY EQUIPMENT

Only Utility staff authorized by the Utility are allowed to connect or disconnect service conductors to or from the Utility's facilities, remove meters, remove the Utility owned facilities, or perform any work upon the Utility owned facilities. Failure to abide by this provision may result in discontinuance of service and may result in additional legal actions taken by the Utility.

I. APPLICANT RESPONSIBILITIES FOR SERVICE INSTALLATION

Applicant is responsible for providing and installing the following items at Applicant's expense by Qualified Personnel, conforming to the Utility's standards prior to the Utility connecting the Customer to the Utility's facilities:

- 1) All necessary information to the Utility in order for the Utility to design the new, relocated or expanded facilities. Such information may include but is not limited to: improvement plans, grading plans, load information for the overall project to be served, site map, and preferred meter and other facility locations. Any item that requires approval of the City of Vallejo must be so approved before any construction begins.
- 2) Coordination in joint trench planning and engineering with Qualified Personnel in conformance with Utility standards.
- 3) All necessary trenching, back-filling, and other digging as required, subject to Utility inspection.
- 4) All substructures and conduits, subject to Utility inspection.
- 5) All poles and superstructures, subject to Utility inspection.
- 6) All wiring, cabling, switches, transformers, meter bases and other electrical equipment required to complete the connection of the Applicant's facilities to the Utility's distribution system, subject to Utility inspection. The Applicant shall prepare the electrical connection to the Utility's facilities but will not make the final connection to the Utility's facilities.
- 7) All protective structures set forth in the Utility's standards, subject to Utility inspection.
- 8) All manufacturers' warranties commensurate with the Utility's standards, including a one-year warranty on all workmanship and normal operations on newly installed facilities.
- 9) Provide the Utility with evidence that all required local government inspections have been satisfactorily cleared before requesting connection.

J. UTILITY RESPONSIBILITIES FOR SERVICE INSTALLATION

The Utility will, at Applicant's/Customer's expense:

- 1) Determine the point on the Utility's system at which the connection will be made.
- 2) Design the distribution facilities such that they conform to the standards of the Utility as well as all applicable federal, state and local codes and ordinances for Utility installations (such as, but not limited to the California Business and Professions Code).
- 3) Inspect facilities installed by Applicant/Customer.
- 4) Connect conductors to the Utility's facilities.
- 5) Make all necessary arrangements for the Utility's facilities to accommodate connection of Applicant's facilities.

- 6) Invoice Applicant on a monthly basis for all Utility costs incurred as the project is worked on and completed. All invoices shall include a detailed breakdown for the costs incurred.

K. DEDICATION OF FACILITIES

Upon acceptable testing and acceptance by the Utility of the facilities for use in distribution of electricity, ownership of all such facilities shall be transferred to the Utility.

L. METERING FACILITIES

1) General

The Applicant is responsible for the installation of a meter base that meets the Utility's standards and that will accommodate a Utility meter(s) unless the service connection was installed by the Utility.

The Utility will meter the delivery of all electric power and energy, unless otherwise provided for in the Utility's Tariffs.

All Utility meters and associated metering equipment shall be located at some protected location on the Applicant's Premises as approved by the Utility.

The load served at each meter location shall be clearly designated by the Customer. Load served behind one meter may not be transferred to be served by another meter unless the Customer received prior Utility approval.

2) Number of Meters

A single meter is required for each single enterprise operating in one building or group of buildings or other development on a single Premises such as, but not limited to, a commercial business, school campus, industrial manufacturer, residence, or recreational vehicle or mobile home park, unless otherwise approved by the Utility.

The Utility will normally install only one meter for each Premises except:

- a) When otherwise required or allowed under the Utility's rate schedules,
- b) When determined by the Utility, for its operating convenience to be consistent with its engineering design,
- c) When required by law or local ordinance; or,
- d) When additional services are granted by the Utility.

3) Master Metering

Master metering may be approved if, in the determination of the Utility, master metering is in the best interest of the parties involved. However, if the master

meter Customer sub-meters and furnishes electricity to individual tenants, the rates and charges to the tenant must not exceed those charges that would apply if the tenant were purchasing electricity directly from the Utility.

4) Multiple Occupancies

In a building with two or more tenants, or where the Utility furnishes more than one meter on the same Premises, the Utility's meters shall normally be grouped at one central location or as otherwise specified by the Utility. In such cases each meter position or socket shall be clearly and permanently marked by the Applicant, Customer, or owner of the Premises to indicate the particular unit, occupancy, or load supplied by it.

M. REQUIRED CONNECTION EQUIPMENT

The Applicant, or Customer, shall, at their sole liability, risk and expense, is responsible to furnish, install, own, maintain, inspect, and keep in good and safe condition, all facilities of any kind or character on Applicant's or Customer's Premises that is not the responsibility of the Utility but are required for the Applicant or Customer to receive service. Such equipment shall include but not be limited to termination equipment, conduits, conductors and all equipment within all buildings, connectors, meter bases and sockets, relays, meter and instrument transformer housing, service switches, circuit breakers, fuses, wire ways, metered conductors, machinery and apparatus of any kind or character.

N. COORDINATION

When, as determined by the Utility, Applicant's or Customer's load is of sufficient size as to require coordination of response time characteristics between electrical devices (circuit breakers, fuses, relays, etc.), it will be the Applicant's responsibility to provide such coordination.

O. LIABILITY

The Utility shall incur no liability for damage, loss or injury occasioned by:

- 1) Applicant or Customer owned equipment in support of Applicant's or Owner's transmission and delivery of energy, or;
- 2) The active or passive negligence, omission of proper protective devices, want of proper care, or wrongful act of Applicant or Customer or any of Applicant's or Customer's agents, employees or licensees in installing, maintaining, using, operating or interfering with the Utility's equipment.

P. FACILITY TAMPERING

The Applicant or Customer shall provide a suitable means acceptable to the Utility for placing the Utility's seals on meter rings and covers of service enclosures and instrument enclosures that protect unmetered and energized conductors. Only Utility authorized employees shall be authorized to break such seals once installed.

However, in an emergency the Utility may allow a public authority or other appropriate party to break the seal.

Any unauthorized tampering with Utility seals or connection of Applicant or Customer owned facilities to unmetered conductors is prohibited and is subject to discontinuance of service and a fine of \$250.00 for facility tampering.

Q. BUILDING CODE REQUIREMENTS

Any service equipment and other related equipment owned by the Applicant or Customer as well as any vault, room, enclosure, or lifting facilities for the installation of the Utility equipment, shall conform to applicable laws, codes, and ordinances of all governmental authorities having jurisdiction.

R. REASONABLE CARE

Applicant or Customer shall exercise reasonable care to prevent the Utility's electrical equipment and related facilities that are located on the Applicant's or Customer's Premises from causing or suffering damage, destruction or interference, and will inform the Utility of any such potential or actual damage, destruction or interference immediately. Applicant or Customer may be required to install protective devices, including a mechanical protection (barrier posts, etc.), suitable to the Utility if the Utility deems it appropriate.

Applicant or Customer must also install any protective devices necessary to protect itself and third parties from suffering injury or damage from, or causing damage to, the Utility's electrical equipment and related facilities. However, Utility reserves the right to require modification or removal of such protective devices if such protective devices interfere with Utility's provision of services or control of Utility's facilities.

S. GOVERNMENT INSPECTION

The Utility will only establish service to the Applicant or Customer following notice from governmental authority having jurisdiction that the facilities have been installed and inspected in accordance with any applicable laws, codes, ordinances, rules or regulations, and are safe to energize.

T. DAMAGED FACILITIES

When others damage the Utility's facilities, the repair will be made by the Utility at the expense of the party responsible for the damage. Applicants and Customers are responsible for repairing their own facilities.

U. RELOCATIONS AND REARRANGEMENTS

The Customer shall be responsible for the costs incurred by the Utility for any relocation or rearrangement of Utility equipment that is the result of any work conducted or caused to be conducted by the Customer within the Utility's service territory. Any change to the Utility's system required under this section will be subject to the application and construction process described in Section 6 as applicable.

V. LOAD INCREASES

The Customer shall be responsible for the costs incurred by the Utility to meet any load increase at the Customer's facilities, plus any repair of any damage suffered due to the Customer overloading the Utility's equipment.

W. UTILITY EXPENSE; CONTRACT LABOR AND OVERHEAD

All costs and expenses incurred by the Utility under Section 7 shall be fully reimbursed to the Utility by the Customer. The rate for contract labor and overhead is set forth in Rate Schedule MISC. All invoices shall include a detailed breakdown for the costs incurred.

8. NON-STANDARD / SPECIAL UTILITY FACILITIES

A. GENERAL

Special Facilities are considered to be existing, enlarged or new facilities installed, used and/or maintained by the Utility at the Applicant's request in addition to, as enlargements of, as an alternative to, or in substitution for, the standard facilities which the Utility would install, maintain or use and which impose additional costs to the Utility.

These facilities can include but are not limited to; power quality conditioning equipment, peaking equipment, Customer connection costs, installation and/or maintenance of facilities downstream of the meter, facilities where the cost is in excess of the standard connection costs, and alternate service equipment.

Except where provided by rate schedule, installation and/or maintenance of special facilities will be made at the Utility's option, provided the type of special facilities requested is acceptable to the Utility and the Utility agrees to the installation and/or maintenance of the special facilities, under the conditions set forth in this Section.

B. CUSTOMER STATUS

A Temporary Service customer will not be eligible to apply for Special Facilities.

C. UTILITY LIMITATIONS

The Utility shall install and/or maintain the requested facilities as long as the facilities do not pose, in the sole determination of the Utility, a hardship on the Utility.

D. BASIS OF COST

The Applicant is required to execute a contract with the Utility for installation and/or maintenance of Special Facilities. In addition to providing for the payment of charges as determined under a rate schedule, as applicable, the contract will provide for the following:

An estimate of the cost of the special facility that the Applicant is requesting the Utility to install and/or maintain; and,

An up-front payment for the estimated cost of equipment and materials that need to be purchased for these special facilities.

E. PAYMENT SCHEDULE

At the mutual agreement of the Utility and the Customer, a contract may be entered into that will provide charges and fees established by Rate Schedule Customer Project Support (CPS) Charges & Fees.

F. CONTRACT RESPONSIBILITIES

If the Utility is required to alter or rearrange the Special Facilities, including but not limited to the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be responsible for all costs the Utility incurs in converting this service or shall terminate service under this agreement.

G. OWNERSHIP OF EQUIPMENT

At all times, Special Facilities shall remain the property of the Utility.

H. TERMINATION PROVISIONS

The Applicant may terminate a Special Facility contract upon thirty (30) days' notice to Utility unless otherwise specified in the contract between the Customer and the Utility.

9. METER TESTS AND ADJUSTMENTS OF BILLS

A. GENERAL

When regular, accurate meter readings are not available or the electric usage has not been accurately measured, the Utility may estimate the Customer's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available meter readings, records of historical use and the general characteristics of the Customer's load and operation.

B. METER TESTS

Any Customer may, upon not less than 15 business days' notice, require the Utility to test the accuracy of any meter through which service is provided to the Customer. When a Customer requests a meter test to determine if the meter is operating accurately and where the results of the meter test confirms that it is accurately operating, the Customer shall pay the Utility the actual cost of the meter test performed by an independent third party.

Upon completion of the test, if the meter is found to register more than 2% higher or lower under conditions of normal operation, the Customer will not be charged and the meter replaced at no cost to the Customer.

C. ADJUSTMENT OF BILLS FOR METER ERROR

A meter error is incorrect kilowatt-hour, kilovar-hour, or demand registration resulting from a malfunctioning or defective meter. It does not include billing error, unauthorized use, or an error in registration caused by meter tampering by an unauthorized person.

Meter error also does not include conditions such as grounds, shorts, incorrect meter readings, meter dial-overs, improper load wiring (including other Customers' circuits connected to the wiring), accounting errors, switched meters, improper Customer wiring, blown fuse in one energized conductor, or incorrect meter sizing.

Where meter error is discovered as the result of a meter test initiated by either the Customer or the Utility, the Utility may render an adjusted bill to the Customer for the amount of the undercharge, and shall issue a refund or credit to the Customer for the amount of the overcharge, computed back to the date that the Utility determines the meter error commenced, except that the period of adjustment shall not exceed one year. Such adjusted bill shall be computed in accordance with the following provisions.

1) High Meter

If a meter is found to be registering more than 2% higher, the Utility shall refund to the Customer the amount of the overcharge based on the corrected meter readings or the Utility's estimate of the energy usage either for the known period of meter error or, if the period of error is not known, for the period during which the meter was in use, in either situation not exceeding one year.

2) Low Meter

If a meter is found to be registering more than 2% lower, the Utility may bill the Customer for the amount of the undercharge based on corrected meter readings or the Utility's estimate of the energy usage either for the known period of meter error or, if the period of meter error is not known, for the period the meter was in use, in either situation not exceeding one year.

3) Non-registering Meter

If a meter is found to be non-registering, the Utility may bill the Customer for the amount of the undercharge based on the Utility's estimate of the electric service used but not registered, for a period not exceeding one year.

D. ADJUSTMENT OF BILLS FOR BILLING ERROR

A billing error is an error by the Utility that results in incorrect billing charges to the Customer. Billing errors may include incorrect meter reads or clerical errors by a Utility representative such as applying the wrong rate, wrong billing factor, or an incorrect calculation. Billing error does not include meter error or unauthorized use, nor any error in billing resulting from meter dial-over caused by other than the Utility, switched or mismarked meters by other than the Utility, inaccessible meter, failure of the Customer to notify the Utility of changes in the Customer's equipment or operation, or failure of the Customer to take advantage of a rate or condition of service for which the Customer is eligible.

Where the Utility overcharges or undercharges a Customer as the result of billing error, the Utility may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to the Customer for the amount of the overcharge, for the period of the billing error, but, not exceeding one year.

E. ADJUSTMENT OF BILLS FOR UNAUTHORIZED USE

Unauthorized use is the use of energy in noncompliance with the Utility's Tariffs or applicable law. It includes, but, is not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of energy whereby the Utility is denied full compensation for electric service provided.

Where the Utility determines that there has been unauthorized use of electric service, the Utility may bill the Customer for the Utility's estimate of such unauthorized use. Such estimated billing shall indicate unauthorized use for the most recent three (3)-years, plus a minimal fine of \$250 for unauthorized uses of the Utility's facilities.

F. LIMITATION ON ADJUSTMENT OF BILLS FOR ENERGY USE

For any error in billing not defined as billing error, meter error, or unauthorized use, the Utility is not required to adjust the bill. However, any billing adjustment not specifically covered in the Tariffs for an undercharge or overcharge shall not exceed one year.

G. INTEREST ON BILLS FOR UNAUTHORIZED USE

The Utility will bill and collect interest at a rate which is the lesser of eighteen (18) percent per annum on unauthorized use billings from the date the unauthorized use commenced, or the maximum interest allowed by law, as well as on any amortized repayment agreements.

H. RECOVERY OF ASSOCIATED COSTS FOR UNAUTHORIZED USE

The Utility will bill and collect the associated costs resulting from the unauthorized use including, but not limited to, investigation, repair and equipment damage costs.

10. SUPPLY TO SEPARATE PREMISES AND RESALE

A. SEPARATE METERING

Separate Premises, even though owned by the same Customer, will not be supplied through the same meter, except as may be specifically provided for in the rate schedules.

Furnishing and Metering of Electricity – Each single-family dwelling unit, multi-family dwelling unit, mobile home park space, or non-residential tenant space shall be individually metered by the Utility.

B. MARINAS AND SMALL CRAFT HARBORS

The Utility will furnish electrical service to a privately or publicly owned marina or small craft harbor through a master-meter. The master-meter Customer may sub-meter tenant usage aboard a vessel moored in an individual boat slip or berth at the marina or harbor but may not sub-meter any other tenant usage (e.g., stores, gas pumps on docks, or any land-based facility).

If the master meter Customer sub-meters and furnishes electricity to individual boat slips or berths for tenant usage aboard a vessel, the rates and charges to the tenant must not exceed those charges that would apply if the tenant were purchasing electricity directly from the Utility.

C. OTHER USES AND PREMISES

A Customer shall not furnish or use electricity received from the Utility upon other Premises, except for the Utility's operating convenience, or for other purposes than those specified in the Customer's application for service or in the applicable rate schedule.

Sub-metering of electricity is prohibited except as provided for in this Section.

In the event that electricity is sub-metered other than as provided for in this Section, the Utility may either discontinue service to the Customer, or furnish electricity directly to the sub-metered entity at the Utility's option.

11. SPECIAL SERVICES CHARGES

A. SPECIAL SERVICES AT CUSTOMER'S REQUEST

The Customer may, at its discretion, request the Utility, and the Utility, at its discretion, may perform an investigation of the Customer's electrical system on the Customer's side of the meter. Any such investigation shall be conducted at a fee in accordance with rate schedule MISC. The Customer shall be informed of an estimate of these fees in advance of the investigation.

- 1) A Customer may request information from the Utility, such as meter data, usage reports or copies of previous billings. The fee for copies of previous billings is \$25.00 plus \$0.10 per page.
- 2) For analysis of electrical demand and consumption profile, the fee for investigation of customer meter data, usage analysis and reporting, depends on the time needed and the extensiveness of the investigation. Customers who request for such services should be charged in accordance with rate schedule MISC, but each investigation should not exceed \$50 for residential and \$100 for commercial customers.

12. DEPARTING LOAD – INVESTMENT RECOVERY CHARGES

A. GENERAL

The provisions under this Section describe the Utility's right to recover the cost of its stranded investments (Investment Recovery Charges – "IRC's") incurred for the benefit of Customers who were served by the Utility but have ceased Utility Service by means of third-party electric supply or self-generation ("Departing Load").

A Customer who seeks to operate a cogeneration or small power productions facility that meets that criteria for a qualifying facility (QF) as defined by Title 18, Code of Federal Regulations (CFR) Section 292.101(b)(1) and meets the design standards of the Utility, is required to submit a written notice detailing the generation facility and the date of departing from the Utility.

Any generation connected by a Customer must be approved in writing by the Utility in advance of connections.

B. PURPOSE

The purpose of this Section is to ensure that the repayment of certain major expenses incurred by Utility in reliance on the committed Customer load at the Starting Date and the anticipated load growth due to the redevelopment of Mare Island do not shift to the remaining Customers as a result of a withdrawal from service in whole or in part by a Customer or group of Customers.

The provisions under this Section shall be applicable to Customers who were served by the Utility on or after August 2nd, 2008 (“Starting Date”), but have commenced receiving all or a portion of their electrical load from energy supply parties other than Island Energy, or self-generation by cogeneration, renewable technologies or any other type of self-generation that is dedicated wholly or in part to serve all or a portion of a Customer or group of Customers’ load while the Customers physically located at the same location or remain within Island Energy’s service area on or after August 2nd, 2008.

C. IRC COMPONENT DEFINITIONS

“Investment Recovery Charges” (IRC’s) consist of the following components:

1) Outstanding Power Purchase Costs (“OPPC”)

OPPC represent the difference between the resource costs under the power purchase contract in existence on the departure date and the market price as determined under section 6 below.¹ These are commitments that were entered into during the period of time the Departing Load Customer was served by the Utility and that extended beyond the last day of service to the Departing Load Customer (“Departure Date”).

2) Capital Improvement Debt (“CID”)

CID represents the costs of capital projects that the Utility undertook to develop infrastructure to serve Customers during the period of time the Departing Load Customer was served by the Utility. The cost of the CID is calculated by dividing the cumulative debt incurred by the Utility for such projects by the anticipated load for the area.²

3) Operational Financial Assistance (“OFA”)

OFA are those financial assistances from Pittsburg Power Company made necessary to support Island Energy’s on-going operation and to provide safe and reliable services to Customers during periods of time when these necessary expenses were not covered by the revenues received by Utility and the Departing Load Customer was served by the Utility.

4) Public Benefits Program (“PBP”)

The PBP charge is a usage-based and non-bypassable charge required by law to support energy related Public Benefits Programs in energy efficiency, renewable technology, low-income and RD&D that might not otherwise be Funded.

¹ Negative values shall not be taken into consideration.

² Area is broken down into the north island and the south island, the dividing line being G Street. Capital improvement projects undertaken for the sole benefit of the north island shall be reimbursed by north island customers only. I.E. Section 6.L. Otherwise the “Area” will be defined as the entire service area for Island Energy.

D. DEPARTING LOAD AGREEMENT

Departing Load Customers shall sign a Departing Load Agreement with the Utility at least fifteen (15) business days before the Date of Departure. The Utility shall provide the Departing Load Agreement to the Customer after the receipt of the Notice of Departure. Whether a Departing Load Customer signs the Departing Load Agreement or not, such Customer will be deemed to have agreed to the terms of the Departing Load Agreement and terms stated in this Tariff by taking retail service from the Utility on or after August 2nd, 2008.

E. NEW OCCUPANCY IN DEPARTING LOAD PREMISES

When a Departing Load Customer moves to a new location outside the Utility's service area as it existed on or after August 2, 2008, the obligation of the Investment Recovery Charges to that Customer will cease. New occupants who move into the Utility's service area and resume such services from sources other than Island Energy will be subject to the IRC.

F. DEPARTING LOAD METER DATA

The Departing Load Customer's OPPC, CID, OFA and PBP obligations will be calculated based on metered consumption. Customer shall provide meter consumption data to the Utility after the Customer's load is served by sources other than the Utility; subject to the Utility's verification to assure reliability of such consumption data and/or information.

- 1) If metered consumption is not available, then the Departing Load Customer's monthly consumption estimates will be based on the Customer's historical load by one of the following methods:
- 2) For Departing Load Customers with a load history less than 12 month prior to receipt by the Utility of the Notice of Departure, the average of previous usage history will be used to project future consumption.
- 3) For Departing Load Customers with a minimal 12 months load history, the average of the 12-month period prior to the receipt by the Utility of the Notice of Departure will be used to project future consumption.
- 4) For Departing Load Customers with 36 months or more of usage history, the average 12-month energy usage, with such average measured over the prior 36 months of usage, will be used to project future consumption.
- 5) In the event the 12-month average usage differs from the 36-month average usage by more than 25%, the 36-month average will be used unless there is sufficient evidence to demonstrate that the 12-month usage is more indicative of the Customer's future electric usage, and then the 12-month average will be used to project the Customer's future electric requirement.

G. INVESTMENT RECOVERY CHARGES CALCULATION

- 1) Outstanding Power Purchase Costs

OPPC is the monetary difference per kWh between power purchase price under committed contracts in effect as of the Departure Date and the Market Price Benchmark as determined pursuant to Section 4.B. The OPPC of Departing Load is calculated by multiplying the Customer's monthly consumption by the monetary difference between the Utility's applicable utility rates and market price benchmark per kWh. In the event that the OPPC calculation results in a value less than zero it will not be factored into the total calculation for the IRC.

2) Capital Improvement Debt

The annual debt service requirement on CID is determined by amortizing capital improvement expenditures at the prevailing interest rate. The applicable annual debt service requirements will be divided by the annual forecasted consumption on the anticipation of serving all Customers in the Utility service area. The CID charge will be posted in Island Energy's Tariff by July 1st of each fiscal year. The actual collection of debt service will be reconciled against the repayment schedule of CID. Charges or credits will be absorbed in the following year's repayment schedule.

3) Operational Financial Assistance

The OFA repayment obligation of the Departing Load Customer shall be calculated by dividing the annual debt service requirement for the OFA on the Departure Date by the annual forecasted consumption by all Customers in the Utility service area. The OFA charge will be based on a per kWh amount and will be posted in the Utility's Tariff by July 1st of each fiscal year. The actual collection of debt service will be reconciled against the repayment schedule of OFA. Charges or credits will be absorbed in the following year's repayment schedule.

4) Public Benefits Programs

The collection of PBP Fee from Island Energy's Customers is a state requirement. The current rate is 2.85% of Island Energy's total electric revenue. The Public Benefit Program charge per kWh is calculated based on the Utility's annual forecasted sales and revenue requirement.

5) Total Investment Recovery Charge

The Total IRC, expressed as dollars per MWh, will be the summation of the OPPC, CID, OFA and PBP charges and multiplied by the Customer's average load as determined pursuant to Section F.

6) Market Price Benchmark

The market price benchmark will be based on an average of Megawatt Daily published forward price indications for the coming calendar year at NP15. The average will be calculated over the period of October 1 through October 31 of the year prior to that being considered. This average published price multiplied by 0.87 will be the market price benchmark for resources that the Utility classifies as base load. For resources that the Utility classifies as peaking, the market price benchmark will be the average published price without such adjustment.

H. PAYMENTS AND COLLECTIONS

1) Payments

Upon departing the Utility, Departing Load Customers are obligated to make monthly payments to the Utility over the duration of the IRC. The duration will be determined by the outstanding debts that the Utility incurred to provide safe and reliable services and its amortization schedule. The Utility will issue monthly bills in accordance with the provisions of this Schedule. Customers shall pay to the Utility within twenty (20) business days of receipt of the bill. Failure to pay monthly IRC payments constitutes a violation of this Tariff and breach of the Customer's obligation to the Utility. Opportunity to cure this breach is described in Section I.

2) Procedures for Implementation

Departing Load Customers are obligated to notify the Utility of their intent to discontinue or reduce Utility electric service in accordance with the following procedure:

A Departing Load Customer shall notify the Utility at least thirty (30) business days in advance in writing of its intent to displace all or a portion of its load with service from another Utility (the "Notice of Departure") or, in the event of a reduction in load as a result of participating in the Solar Incentive Program notice will be deemed complete upon commencement of generation). The Departing Load Customer shall specify in its Notice of Departure the following:

- a) The date on which the Customer will reduce or discontinue its electric service ("Date of Departure");
- b) A description of the load that will be displaced;
- c) The name of the other Utility or source from which the Departing Load Customer will acquire its electricity; and
- d) The Departing Load Customer should choose whether they will provide metered consumption data to the Utility on a monthly basis or their average monthly consumption will be determined by the stated billing determinants as described in Section F. At the Departing Load Customer's election, metered data can be used on a prospective basis.

I. DISPUTES / OPPORTUNITY TO CURE

1) Opportunity to Cure

Failure to provide a Notice of Departure including all the elements specified above, or a failure to make two consecutive IRC payments hereunder will constitute a violation of this Tariff and a breach of the Customer's obligations to the Utility. Utility will provide a notice of the violation to the Customer, specifying the Customer's failure to comply with this Tariff and providing the Customer with thirty (30) business days to act to cure the breach as defined below.

- a) If the breach was a failure to provide a written Notice of Departure to the Utility thirty (30) days in advance, the Departing Load Customer is subject to a five hundred dollar (\$500.) fine and will be required to pay a deposit equal to two monthly IRC payments.
- b) If the breach was a failure to pay two consecutive monthly IRC payments, to cure the breach the Customer must pay all delinquent monthly IRC payments plus a deposit equal to two monthly IRC payments.
- c) The Utility will apply the deposit to the Customer's outstanding IRC balance and refund any remaining balance when the Departing Load Customer's obligation to the Utility expires.

2) Demand for Lump Sum IRC Payment

If the Customer does not cure the breach and pay the deposit as described in Section 7.I.3 the Utility may issue a demand for a Lump Sum Payment of the unpaid IRC responsibility.

The amount of the Lump Sum Payment should be equal to the summation of respective net present values of all applicable OPPC, CIID, OFA and PBP payments over the IRC repayment period.

3) Enforceability

If a Departing Load Customer fails to honor the demand for Lump Sum Payment of for the unpaid IRC within thirty (30) business days of issuance, the Utility shall be entitled to enforce this obligation by filing suit to enforce this Tariff in any court of competent jurisdiction and recover its costs and attorneys' fees incurred.

4) Dispute Resolution

Departing Load Customers may request an adjustment to the Investment Recovery Charges or an investigation into their determination.

Any Departing Load Customer whose request for an adjustment or request for an investigation that has resulted in an adverse determination may appeal the determination within ten (10) business days from the date of the notice of the adverse determination to the Utility's Board of Directors in writing (Notice of Appeal) setting forth the basis for the appeal and the facts to be considered by the Board at the time of the hearing.

A date for the hearing on the appeal will be calendared within fifteen (15) business days following the date of receipt of the Notice of Appeal. The date of the hearing shall be no later than forty-five (45) business days from the date of receipt of the Notice of Appeal. Any determination by the Board shall be final and not reviewable.

13. SPECIAL PROGRAMS

A. CALIFORNIA PUBLIC BENEFITS PROGRAM

1) General

The California legislature deregulated and restructured the electric industry in 1996 with passage of AB 1890. The new laws established broad Funding and allocation guidelines to support statewide Public Benefits Program in energy efficiency, renewable technology, low-income and RD&D that might not otherwise be Funded in a more competitive environment. Public Utilities Code Section 385 requires all Publicly Owned Utilities (POUs) shall establish a non-bypassable, usage-based charge on local distribution service to fund investments in four areas:

- a. Cost-effective demand-side management to promote energy efficiency and energy conservation
- b. New Investments in renewable energy resources
- c. Research and development to advance science or technology not adequately provided for in markets
- d. Services for low-income customers, including, but not limited to, rate discounts and energy efficiency.

2) California Public Benefits Program Funding

Pursuant to Public Utilities Code Section 385, the minimum charge to be collected by the publicly owned utilities for the Public Benefits Program is the lowest expenditure level of the three largest investor owned electrical corporations in California on a percentage of revenue basis, taking other considerations into account, Based on the formula and numbers supplied by the California Energy Commission, it is suggested that the appropriate number for publicly owned utilities is 2.85% of their total revenue collected or, in the case of a partial or full discontinuation of service, what would have been collected.

3) Island Energy Public Benefits Fund

The Governing Board of the Utility by resolution No. 07-177, has approved the establishment of Island Energy Public Benefits Fund on December 1, 2007. The requirement of Public Benefits Program (PBP) is 2.85% of Island Energy's total electric revenue requirement.

The Public Benefits Fund charge shall appear as a separate line item on the Utility bills. The fee is collected on the electric revenues of all Customers tied to Island Energy's distribution system. The collected funds should be maintained in a separate account and disbursed for the PBP.

The charge is collected based on kilowatt-hour usage from all Customers who receive electric services from Island Energy. The Governing Board of the Utility has discretion in the design and expenditure of its PBP that reflects the Utility's needs as long as the programs align within the four statutory categories listed in 13A1(a)-13A1(d).

4) Island Energy Public Benefits Programs

The Island Energy Public Benefits Funds will be used to support the following programs on a first-come first-serve basis subject to available funds:

a) Residential Energy Advisory Services Program

Island Energy provides free on-site residential energy analysis and advices on how to conserve energy. Also, Island Energy will provide free educational brochures and mailings to its customers demonstrating how they can conserve energy through demand-side management techniques.

b) Residential Lighting Program

Island Energy promotes high efficiency by providing compact LED light bulbs to residential and commercial customers in order to increase the utilization of high efficiency lighting products. Island Energy will provide up to five (5) LED light bulbs per Customer per year on first-come first-serve basis.

c) Appliance Efficiency Program

Island Energy offers rebates for Energy Star-rated appliance replacements, including dishwashers; clothes washers; refrigerators and air conditioners to eligible Island Energy residential or business customers. This program does not allow for reimbursements to developers of residential or commercial developments. It is the Customers' responsibilities to complete, sign and submit an Appliance Efficiency Program application form, along with an original or legible copy of the purchase receipt, to the Utility's office for a rebate. A Utility representative may call to schedule a physical inspection of the installed appliances prior to issuing a rebate. The Utility may evaluate the energy efficiency of the particular appliance or appliances and determine the applicable rebate.

Qualifying Energy Star-rated products are listed on the Environmental Protection Agency's web site at www.energystar.gov. Application Form, terms and instructions are available at the Utility's offices and on the Utility's website.

The rebate amounts for qualifying Energy Star-rated appliances are:

Dishwasher	\$50
Clothes Washer	\$75
Refrigerator	\$50
Room Air Conditioner	\$50
Intelligent / Learning Thermostat	\$50

d) Commercial Energy Efficiency Rebate Program

This program is designed to provide certain rebates to commercial customers who receive electric service from the Utility. Commercial customers who wish to improve energy efficiency within their facilities and seek to take advantage of this program may file an application with the Utility in the form provided by the Utility and posted on its website. The following additional requirements shall apply:

- (i) The Applicant must be able to demonstrate that recently installed improvements or planned improvements, for which it seeks contribution to the expense of the improvements, will result in a reduction in the use of energy by at least 10%.
- (ii) The application must be accompanied by
 - a) copies of any executed contract with a contractor who is going to install the energy efficiency improvement measures,
 - b) copies of any reports demonstrating the actual or, in the event the improvements have not yet been installed, anticipated energy savings,
 - c) invoices for qualified energy efficiency products purchased and installed, or to be installed, and,
 - d) any other supporting information.
- (iii) A Utility representative may call to schedule a physical inspection of the planned or installed improvements or request further information in order to evaluate if and to what extent the improvements may qualify for reimbursement under this program.
- (iv) Funds originally earmarked under one application will be made available to other customers if the Applicant fails to submit all required supporting documents and install the proposed energy efficiency improvements within the required time period.
- (v) After installation and a three-month window allowing the Utility to collect electric consumption data from the service location which successfully demonstrates the requisite energy reduction, the Utility will make the appropriate reimbursement. The Utility has sole discretion to determine the applicable rebate and program eligibility and its determination shall be final in all cases.
- (vi) Reimbursement is subject to funds available under the PBP and will be made available in the order in which all applications are received. The total rebate amount shall not exceed \$10,000 for any single application per Premises
- (vii) Currently there are catalogs providing specific information on requirements and rebates for the following three types improvements:
 - Lighting Fixtures

e) Residential Low-Income Assistance Program

This program is designed to provide discounted electric rates to assist eligible low-income residential customers with their Utility bills. To be eligible to receive assistance from this program, an interested Customer must file an application with the Utility and provide a copy of his/her U.S. Tax Return from the previous year along with other proof which is sufficient to establish all household income.

To obtain the benefit under this program the total household income for any Applicant shall not exceed those amounts shown on the table below for the corresponding number of persons residing in the household. Eligible Applicants will receive a 20% discount on their total utility charges on their monthly utility bills.

If a Customer's financial situation is changed and no longer fulfill the low-income eligibility criteria, the Customer must notify the Utility within thirty (30) days after the change occurs. Each Customer receiving the reduced rate under this Program must reapply for eligibility at least once a year on or before the anniversary date of the first bill received showing a discount under this Program. In addition, the Utility may request an updated verification of household income at its discretion.

If Verification establishes that the Customer is no longer eligible for the program, the Customer will be removed from the program and the Utility may render corrected billings under the full rate schedules hereunder for the period of ineligibility. Such customer will also be reported to law reinforcement department for fraud.

The Low-Income Assistance Program adopts the Income Qualifications for Housing and Urban Department Rental Assistance in Solano County, which can be updated by the Housing and Urban Department periodically.

Number of Persons in Household:	Maximum Annual Household Income:
1	\$51,800
2	\$ 59,200
3	\$66,600
4	\$73,950
5	\$79,900
6	\$85,800
7	\$91,700

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f) New Investment in Renewable Energy Resources and Battery Energy Storage Technologies

The Public Benefits fund can provide funding for the construction and installation of Utility owned renewable generation and battery storage system within the Utility's service area to provide renewable energy generation and to optimize energy supplies to better serve customers on Mare Island.

5) Other Authorized Public Benefits Fund Expenditures

The Public Benefits Fund allows the Utility to recuperate 3rd party expenses in researching and developing advance science and technology in demand-side management, energy conservation tracking, energy efficiency cost effectiveness evaluation, battery energy system cost benefit analysis and regional grid optimization study.

The Public Benefits Fund allows the Utility to recuperate administrative costs and staff time in researching, developing and implementing new Public Benefits programs, managing existing programs and verification of energy efficiency measures and renewable technologies installed.

6) Electric Vehicle Charger Incentive

This program applies to verified current, Customer owners of plug-in electric vehicles and vehicle hybrids with an electric range in excess of 30 miles per charge:

- a) Rebate for the home or business installation of a Level 2 (240volt) charging station. Installation must be performed by a qualified electrician and inspected by the Utility technician.

The Utility will provide a rebate up to \$600to cover the actual out-of-pocket costs, including EV Charger purchase cost (minus rebates from manufacture and other government agencies), including the installation and permit costs.

- b) To be eligible for the program, customers must fill out the EV Charger Rebate Application and submit the application along with all supporting documentation to Island Energy via mail or email.
- c) Applicant must present documentations to show that they own a plug-in electric vehicle or vehicle hybrid with an electric range in excess of 30 miles per charge. Documentation is required at time of initial application for the program and must be provided between July 1st and July 31st of every subsequent year.
- d) Applicant is responsible for obtaining all required permits from the City of Vallejo.

- e) The incentive offer is on a first-come, first served basis and is effective until funding is expended, or the program is discontinued.

B. RESIDENTIAL MEDICAL DISCOUNT PROGRAM

1) General

This program is designed for residential Customers who require certain medically necessary life support devices to sustain life or enable mobility. To qualify under this rule, the device must be used in the home within the Utility's service territory and the medical equipment must run on electricity supplied by the Utility.

2) Life Support Devices

For the purpose of this Section, life support devices include, but are not limited to, respiration, iron lungs, hemodialysis machines, suction machines, electric nerve stimulators, pressure pads and pumps, aerosol tents, electrostatic and ultrasonic nebulizers, compressors, IPPB machines and motorized wheelchairs ("Life Support Device"). Devices used for therapy rather than for life support generally do not qualify.

3) Qualification Requirements

To qualify for the Residential Medical Discount Program, Applicant must provide certification by a physician or osteopath that the Applicant or a full-time resident in the Applicant's home is dependent on a Life Support or other necessary electrical device used in Applicant's home or is a Paraplegic, Quadriplegic, Hemiplegic, or a Multiple Sclerosis patient with special electrical space heating needs or air condition needs. Medical conditions other than the Paraplegic, Quadriplegic, Hemiplegic, or a Multiple Sclerosis may also qualify for this program if electrically operated equipment is used to sustain, restore or supplant a vital function if approved by the Utility.

4) Program Discount.

Program subscriber will receive a 20% discount of utility charges. See "Rate Schedule M: Medical Residential Electrical Service Discount".

5) Backup Generation Rebate

Assuming Applicant meets the terms and conditions of Article B. 3 above, Island Energy will provide a cash rebate of \$250 to Applicant for the purchase of a back-up generation system.

- a) Island Energy makes no recommendation or representation as to the type, size or installation of such a system. Purchase, installation and operation is the responsibility of the Applicant.
- b) A permanent backup generation system will require City of Vallejo permitting and inspection, and an interconnection inspection by Island Energy

- c) SAFETY: Any portable generator MUST be operated outdoors in a non-enclosed, well ventilated area. NEVER operate a portable generator in the home, garage or other enclosed space.

6) Customers Responsibility.

Although the Utility makes every effort to supply uninterrupted service to all of its Customers, continuous service cannot be guaranteed. In the event of a power outage, patients requiring the use of life-support equipment are responsible for providing their own backup power system or calling for medical emergency service. Customers are also required to complete a third-party notification form for emergency purpose. The Utility does not guarantee service on delinquent or past due accounts.

C. SOLAR INCENTIVE PROGRAM

Island Energy has successfully met its obligations under Senate Bill 1 of 2006. New Federal and State programs to be implemented in 2020 will replace the provisions granted under Senate Bill 1. As such, Island Energy hereby discontinues the Solar Installation Incentive rebate under the Solar Incentive Programs III on August __, 2020..

Those intending to install solar systems must still obtain an Application from the Utility for the installation of the system and have an inspection performed prior to operation.

1) Program General Guidelines

- a) All photovoltaic ("PV") solar systems installed within the Utility's service area on Mare Island must be installed in conformance with the manufacturer's specifications and in compliance with the Utility's engineering criteria for interconnection to the Utility's electric distribution system and all applicable electrical and building code standards.
- b) The solar energy system should be located on the same Premises where the consumer's electricity demand is located. A customer cannot interconnect a solar-electric system to Island Energy's distribution system without an approved application and an executed an Interconnection Agreement.
- c) All components in the solar energy system must be new and unused and have not previously been placed in service in any location and for any other application. All solar energy system must have a minimum 10-year warranty to protect against defects and undue degradation of electrical generation output.
- d) Eligible solar technologies must primarily generate electricity. "PV" refers to flat-plate non-concentrating photovoltaic modules, and "other solar electric generating technologies" refers to all solar electric generating technologies except flat-plate non-concentrating photovoltaic modules.

- e) All major solar energy system components shall be included on the Energy Commission's Eligible Equipment Lists. This includes PV modules, other solar electric generating technologies, inverters, and meters. Information on solar energy system components can be found at <http://www.GoSolarCalifornia.org>.
- f) The solar energy systems receiving monetary incentives are intended primarily to offset part of the consumer's own electricity demand. The solar system must produce at least 1 kilowatt (kW) and no more than 1 megawatt (MW) alternating current rated peak electricity, accounting for all system losses, and meet or exceed the eligibility criteria established in this Tariff.

2) Program Participants

- a) Host Customer
- b) The Host Customer is the owner or tenant of the Premises where the PV solar system will be installed. The Host customer must have a valid Utility account with Island Energy at the time the application is submitted.
- c) System Owner
- d) The System Owner is the owner of the PV solar system at the time the incentive is paid. In the case of third-party-owned (or leased) system, the third party is the system owner.
- e) Program Applicant
- f) The applicant is the primary contact for the Solar Incentive Program application process, the system owner remains the legal party to the PV solar system during the life span of the system unless the Host Customer elects to purchase the PV solar system for its residual value during the life time of the system.

3) System Installer

- a) All eligible PV solar systems shall be installed by individuals with a current A, B, C-10, or C-46 contractor license. Roofing contractors with a current C-39 license may place PV panels in accordance with the limitations of their license; however, electrical connections cannot be made by a roofing contractor. Installation by certified installers is encouraged, though not required. Systems may be self-installed by the purchaser.
- b) The Utility will conduct system inspection visit in order to verify that the system is installed as represented in program applications, are operational, interconnected and conform to all Utility criteria.
- c) The Utility reserves the right to disqualify installers from future program participation for failed inspections due to gross negligence, fraud, or uncorrected mechanical failures.

4) System Sizing

Solar customers may size their solar systems to offset up to 100% of their annual electricity usage. The Utility evaluates solar system size based on the customer's

historical load of the previous 12 months. The Utility will not provide a rebate for the oversized portion of a solar system.

If a solar customer who also installs a battery storage system to restore excess solar energy generation, the solar system can be sized up to 110% of the customer's historical load of the previous 12 months.

- 5) Island Energy will conduct site inspection to verify solar systems are installed as represented in applications, are operational, interconnected and conform to the eligibility criteria of the Solar Incentive Program before the system can be energized.

6) Ownership of Environmental Attributes

The System Owner shall assign the Utility any and all environmental attributes, including but not limited to renewable energy credits, green tags and carbon credit/allowances generated by the PV solar system that receives rebate on during the entire lifetime of the PV Solar system. The Utility shall have sole discretion and full benefits of any and all environmental attributes, renewable energy credit, carbon credit/allowances and energy deduction with respect to the system that received rebate from the Utility.

7) Net Energy Metering Program and Exported Renewable Energy Program

Before July 1, 2016, the total rated solar generating capacity installed by Eligible Customer-generators exceeded the 5% threshold of the Utility's aggregate customer peak demand Net Energy Metering Program.

Customers who currently subscribed have previously been approved for the Net Energy Metering Program will retain benefits of remain eligible for the NEM program until the expiration of their 20-year enrollment period, from their original interconnection date.

Customers who move into premises with a system previously been approved for the Net Energy Metering Program will remain retained benefits offered byin the NEM program for the reminder of enrollment period, from the system's original interconnection date. are also eligible for the program providing they sign the interconnection and Net Energy Metering agreement. Increase in the generating capacity of systems subscribed to eligible for the Net Energy Metering program is not permitted.

Starting from July 1, 2016, new solar customers will be placed under the Exported Renewable Energy Program. For program details please refer to Rate Schedule ERE.

The billing mechanism of the ERE program is explained below.

The Utility employs bi-directional meters to register “kWh Consumed” for energy delivered to a ERE customer and such energy is charged at residential retail rate; bi-directional meters also register “kWh Generated” for excess energy delivered to the Utility’s distribution grid from a customer’s generator, such energy is credited at the Net Energy Surplus Rate to an ERE customer. The “kWh Consumed” and “kWh Generated” registers are used to calculate charges and credits on ERE customers’ monthly bill.

8) Solar System Sizing and Application Process

- a) Obtain a Solar PV Rebate Application Form and an Interconnection and Exported Renewable Energy Agreement. Fill out the application form and submit it to the Utility with the required support documents via internet, mail or office drop-off. The Utility will process all completed applications within thirty (30) days.
- b) The interconnection application fee(s) are be proportionate to the costs incurred by the Utility’s staff to review the interconnection application including solar system sizing, engineering design, utility inspection and final meter turn on.
 - \$200.00 for residential installation
 - \$500.00 for solar installation up to 50 kilowatts (kW), and
 - \$1,000.00 for installations greater than 50 kW
- c) Upon receiving approval from the Utility, the Customer must sign the Interconnection Agreement to participate in Island Energy’s Solar Incentive Program and Exported Renewable Energy Program.
- d) Receive a building permit from the City of Vallejo. It is recommended to get application approval from the Utility before obtaining a building permit.
- e) After receiving the building permit, the Customer should begin the installation process within one hundred eighty 180 days of receiving the Utility’s approval or the application will expire.
- f) Upon completion of the installation, obtain a building safety inspection from the Building Department of the City of Vallejo.
- g) The Utility will be notified by the Building Department of Vallejo, and the Utility will perform a Utility inspection and replace the regular meter with a bi-directional meter. Once the bidirectional meter is installed, the solar system is interconnected to the Utility’s grid.

9) Application Attachments

- a) Recent Utility bill showing electric usage of the service location,
- b) Purchase order, contract or lease for the PV system installation, showing equipment size and proof of the 10-year warranty.
- c) A shading analysis, if not a minimally shaded area,
- d) Energy Audit Report for commercial customers (not required for residential customers).

10) Non-bypassable Charges

Customer-Generators shall not be exempt from certain charges paid by other Customers in order to avoid any shortfall, resulting in a shifting of the burden of these charges to the remaining non-generating Customers.

These charges may include all or some of the following:

- (i) The Public Benefits Program (Section 14.A – California Public Benefits Program),
- (ii) Outstanding Power Purchase Costs (“OPPC”),
- (iii) Capital Improvement Debt (“CID”) (Repayment of loans for capital improvements made necessary as a result of the aging electrical system), and
- (iv) Operational Financial Assistance (“OFA”) (Repayment of loans made necessary during periods where there are shortfalls in cash flow necessary to meet current obligations in between rate adjustments), and either appear as a line item on the monthly bill to all Customers or as a debt to be repaid as part of the yearly rate case.

14. Relocation Fund

1) General

As part of the ongoing efforts to redevelop Mare Island, a facility Relocation Fund ("Relocation Fund" or "Fund") has been established to provide financial assistance to the City of Vallejo ("City") or a Qualified Developer (as defined herein) for use in the relocation or re-working of electric and gas Utility facilities in conjunction with City's redevelopment activities on Mare Island.

There is one Fund from which both electric and gas relocation projects may receive funding.

The same application procedure will be applicable to both, and withdrawals from the Relocation Fund for gas projects will reduce the funds availability for electric projects and vice versa.

2) Contributions to the Fund; Maximum Balance

- a) The Utility collects two percent (2%) of the gross annual receipts from the sale of electricity and gas by the Utility for contribution to the Fund.
- b) The Relocation Fund shall have a maximum balance of Three Hundred Fifty Thousand Dollars (\$350,000) at any one time. Contributions to the Relocation Fund shall continue on an ongoing basis until the maximum balance is attained. At such time the maximum balance is attained, all collections for the Fund and contributions by the Utility shall cease.
- c) If a withdrawal causes the balance in the Relocation Fund to drop below the maximum balance, Utility shall once again commence making contributions under these same terms beginning on the month following the month during which the Relocation Fund was so reduced.
- d) The Relocation Fund shall not be increased by receipt of interest on its balance at any time. Any interest earned on the principal balance shall be directed into Utility's operational account for general purpose use. There shall be no monetary obligation by the Utility under this Section beyond the balance contained in the Relocation Fund.

3) Withdrawal from the Fund

The City or any Developer under contract with the City for the redevelopment of any portion of Mare Island ("Qualified Developer") may request proceeds from the Relocation Fund for use in Utility relocation made necessary by redevelopment activities on Mare Island.

Any application of proceeds from the Relocation Fund must be Utility related and limited to relocating electric and gas facilities in conformance with Mare Island Reuse Plan, as amended from time to time. The amount of support under the Relocation Fund is limited to the balance of the Relocation Fund..

4) Process for Withdrawal

The City or a Qualified Developer may request a withdrawal from the Relocation Fund for use consistent with Mare Island Reuse Plan under the following criteria:

- a) The City or Qualified Developer may request Relocation Funds in support of the relocation of electric and/or gas distribution facilities owned by the Utility on a specific project-by-project basis.
- b) Such request shall be tendered to the Utility in writing, indicating the specific project, and the amount requested, the time frame during which relocation activities should be completed, and any other information or data pertaining to the project which is required by the Utility to meet both the funding and relocation requirements associated with the project.
- c) A request shall be made on a request form provided by the Utility.
- d) The City and the Utility shall endeavor to communicate on an ongoing basis so that any projects might be foreseen and may be approached as efficiently as possible.
- e) The City or any single Qualified Developer shall not be entitled to a withdrawal of more than fifty percent (50%) of the Relocation Fund balance as it exists on the date and at the time of the submittal of the application under this section, after having deducted all amounts which are the subject of prior applications under consideration.
- f) In the event a prior application is denied prior to a final determination on the later application, the funds available to the later applicant shall be recalculated as if the prior application had not been made. Prior to payment hereunder, the City or a Qualified Developer must:
 - (i) Have submitted a project application,
 - (ii) Paid the application fee,
 - (iii) Entered into a Customer Contract with Utility,
 - (iv) Completed the project in compliance with all the terms of its agreements with Utility and;
 - (v) be in compliance with these Tariffs. Any failure to comply with the requirements of this Section shall result in the restoration of the funds earmarked for the Qualified Developer to the Relocation Fund. The application for a withdrawal from the Relocation Fund will be processed in the order in which the applications are submitted.
- g) In the event the City or a Qualified Developer otherwise meets all of the criteria set forth in this Section and the Executive Director has agreed to fund in whole or in part the relocation project, such Applicant may request to have the Utility carry out the relocation project.
- h) The Utility, if it accepts responsibility for the design and construction of the relocation project, shall charge the Relocation Fund for all engineering, design,

construction, labor, equipment and other costs and expenses, to the extent Relocation Funds have been approved for use on the relocation project.

- i) Any costs above and beyond the funds available shall be the sole responsibility of the Applicant. For a relocation project with estimated cost of \$10,000 or less, the Utility's General Manager shall have sole discretion to decide whether the Utility will take on the project or not. For relocation projects with an estimated cost of over \$10,000, the Executive Director of Pittsburg Power Company ("PPC") shall have sole discretion to decide whether the Utility will assume the project or not.
- j) The Executive Director shall review each request for withdrawal from the Relocation Fund for all projects with an estimated cost of more than \$10,000, and shall, at the Executive Director's sole discretion, decide to fund or not to fund all or part of the requested relocation project out of the Relocation Fund.
- k) The Executive Director's decision will be based on the finding of whether the project is viable and can be completed successfully, is consistent with the Reuse Plan, as amended from time to time, and is consistent with the conditions of this Section. For all projects with an estimated cost of \$10,000 or less, the General Manager shall be responsible for the review and determination whether to approve the application, and in making such determination shall exercise the same discretion as that exercised by the Executive Director on projects with an estimated cost of more than \$10,000.
- l) For projects with an estimated cost of more than \$10,000, a City or Qualified Developer who is not satisfied with the decision of the Executive Director, has recourse by appeal to the PPC Board of Directors ("Board"). In which event the City or Qualified Developer shall, within ten (10) days of the mailing of the Executive Director's written decision, submit a written appeal containing all arguments in favor of the use of Relocation Funds for project, along with any relevant exhibits demonstrating compliance with the conditions of this Section to the Board.
- m) The Board will thereafter consider the appeal in a timely manner at a regular noticed meeting and its decision shall be final. For projects with an estimated cost of \$10,000 or less, the decision not to approve the use of Funds from the Relocation Fund will, at the request of the Applicant, be reviewed by the Executive Director, whose determination shall be final.
- n) The amount of Funding available to the City or Qualified Developer under this procedure is strictly limited to the amount determined under Section 14.D.2, above.
- o) All Funds held in and distributed from the Relocation Fund are public funds within the meaning set forth in prevailing wage laws at California Labor Code sections 1720, et seq., and projects may be subject to prevailing wages.. The City or Qualified Developer shall indemnify the Utility and PPC against any and all claims regarding any failure to pay prevailing wages.
- p) Limited Obligation

- q) Other than as set forth in this Section and in Sections 6.K and 6.L, the Utility shall incur no other obligation to Fund the Utility facility expenses incurred by the City or any developer.
- r) Termination:
- s) The Relocation Fund shall terminate at the earlier of the following dates:
 - (i) The date on which those Qualified Developers having charge of redevelopment pursuant to the Reuse Plan, as amended from time to time, have completed their work or,
 - (ii) February 1, 2025.



SHEET NO. 18-19-CES-1
CANCELING SHEET NO. 17-18-CES-1

Rate Schedule CES-1 METERED SMALL COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to small industrial/commercial Customers whose single meter monthly electricity consumption is no greater than 86,400 kWh.

RATES:

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day\$0.3220

Energy Charge, per kWh\$0.23072

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day\$0.3220

Energy Charge, per kWh\$0.2189

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this schedule normally will be supplied at a standard available voltage in accordance with Section 3 of the Tariff.
3. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
4. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.



SHEET NO. 18-19-CES-2
CANCELING SHEET NO. 17-18-CES-2

Rate Schedule CES-2

METERED INDUSTRIAL / COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to industrial/commercial Customers whose single meter indicates its monthly electricity usage is between 86,400 and 360,000 kWh in any particular month. Customers whose monthly consumption falls in this range will be billed at this rate class for that particular month.

RATES:

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day\$4.50760

Energy Charge, per kWh\$0.20738

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day\$4.50760

Energy Charge, per kWh\$0.19671

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this schedule normally will be supplied at a standard available voltage in accordance with Section 3 of the Tariff.
3. Eligibility for Primary Voltage Service: The Utility at its sole discretion will determine whether a Customer may receive Primary Voltage Service.
4. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
5. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.



Rate Schedule CES-3

METERED LARGE INDUSTRIAL / COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to large industrial/commercial Customers whose single meter indicates its monthly electricity usage is between 360,000 and 720,000 kWh in any particular month. Customers whose monthly consumption falls in this range will be billed at this rate class for that particular month.

RATES:

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day\$19.3183

Energy Charge, per kWh.....\$0.18045

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day.....\$32.1971

Energy Charge, per kWh.....\$0.16457

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this schedule will be supplied at the voltages listed above
3. Eligibility for Primary Voltage Service: The Utility at its sole discretion will determine whether a Customer may receive Primary Voltage Service.
4. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
5. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.



Rate Schedule CES-4

METERED VERY LARGE INDUSTRIAL / COMMERCIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to very large industrial/commercial Customers whose single meter indicates its monthly electricity usage exceeds 720,000 kWh in any particular month. Customers whose monthly consumption exceeds this threshold will be billed at this rate class for that particular month.

RATES:

Service Type

Secondary Voltage (120, 120/208, 120/240, 240, 480, 277/480)

Basic Service Fee, per meter per day\$38.6365

Energy Charge, per kWh.....\$0.15990

Primary Voltage (12,000 volts)

Basic Service Fee, per meter per day\$48.2962

Energy Charge, per kWh.....\$0.15080

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this schedule will be supplied at the voltages listed above
3. Eligibility for Primary Voltage Service: The Utility at its sole discretion will determine whether a Customer may receive Primary Voltage Service.
4. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
5. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.



SHEET NO. 18-19-RES-1
CANCELING SHEET NO. 17-18-RES-1

Rate Schedule RES-1 METERED RESIDENTIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to all residential Customers receiving metered service. A residential Customer is defined as using a single-phase domestic service for lighting, heating, cooking, water heating, and power, or a combination thereof, in single family dwellings, flats, and apartments, separately metered by the utility and to single-phase service used in common for residential purposes by tenants in multi-family dwellings.

RATES:

Basic Service Fee, per meter per day\$0.3220

Monthly Electricity Usage $\leq 4,500$ kWh

Energy Usage Charge, all kWh, \$/kWh.....\$0.20605

The minimum charge on this rate schedule shall equal the Basic Service Fee times the number of days in a billing cycle.

The minimum charge on this rate schedule shall equal the Basic Service Fee.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this Rate Schedule normally will be supplied at a standard available voltage in accordance with Section 3 of the Tariff.
3. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
4. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the

minimum charge which would have been billed had the Customer not terminated service.

5. FERC Adjustments: As FERC could potentially legally change the terms and conditions in PG&E's electricity purchase contracts, any resulting incremental rate increase of electricity to Island Energy will be added to the Energy Charge above as a pass-through rate.



**Rate Schedule RES-2
METERED RESIDENTIAL
ELECTRICAL SERVICE (OVER 4,500KWH)**

APPLICABILITY

This schedule is applicable to all residential Customers with monthly electricity usage over 4,500 kWh. A residential Customer is defined as using a single-phase domestic service for lighting, heating, cooking, water heating, and power, or a combination thereof, in single family dwellings, flats, and apartments, separately metered by the utility and to single-phase service used in common for residential purposes by tenants in multi-family dwellings.

RATES:

Monthly Electricity Usage > 4,500kWh

Basic Service Fee, per meter per day\$0.3220

Energy Usage Charge, all kWh, \$/kWh.....\$0.39336

The minimum charge on this rate schedule shall equal to the Basic Service Fee times the number of days in a billing cycle.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this Rate Schedule normally will be supplied at a standard available voltage in accordance with Section 3 of the Tariff
3. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer
4. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.
5. FERC Adjustments: As FERC could potentially legally change the terms and conditions in PG&E's electricity purchase contracts, any resulting incremental rate increase of electricity to Island Energy will be added to the Energy Charge above as a pass-through rate.



SHEET NO. 18-19-LS
 CANCELING SHEET NO. 17-18-LS

Rate Schedule LS LIGHTING SERVICE

APPLICABILITY

This rate schedule applies to all electric Customers receiving unmetered service from the utility for lighting facilities that are controlled by an electronic photo-sensitive switch. This rate schedule further applies only to Customers that own, operate and maintain the lighting fixtures and wiring connected to the utility's system, and is limited to the lamp types and wattage ranges listed below.

RATES:

The total monthly charge per lamp is equal to the sum of the facility charge and the energy charge:

Facility Charge Rate, per lamp per month.....\$0.20700

Energy Charge Rate, per kWh\$0.15957

Monthly energy charges per lamp are calculated using the following formula:

$$(\text{Lamp-wattage} + \text{Ballast-wattage}) \times 4100/12/1000 \times \text{Energy-rate}$$

Where: Ballast-wattage = Lamp-wattage x ballast-factor

Ballast Factors by Lamp Type and Wattage Range:

<u>Watt Range</u>	<u>Ballast Factor</u>	<u>Watt Range</u>	<u>Ballast Factor</u>
<u>INCANDESCENT</u>		<u>LIGHT EMITTING DIODES</u>	
0 to 200	0.00%	0 to 50	0.00%
<u>MERCURY VAPOR</u>		<u>HIGH PRESSURE SODIUM VAPOR (120 VOLT)</u>	
1 to 75	31.00%	1 to 40	25.44%
76 to 125	17.07%	41 to 60	22.93%
126 to 325	13.69%	61 to 85	21.25%
326 to 800	11.22%	86 to 125	20.00%
801 +	10.34%	126 +	17.07%



SHEET NO. 18-19-LS
CANCELING SHEET NO. 17-18-LS

Rate Schedule LS

LIGHTING SERVICE (CONT.)

METAL HALIDE

1	to	85	25.44%
86	to	200	24.39%
201	to	375	22.93%
376	to	700	18.54%
701	+		13.27%

HIGH PRESSURE SODIUM VAPOR (240 VOLT)

1	to	60	40.49%
61	to	85	42.16%
86	to	125	37.56%
126	to	175	34.63%
176	to	225	18.54%
226	to	280	17.07%
281	to	380	14.35%
381	+		12.68%

LOW PRESSURE SODIUM VAPOR

1	to	40	75.61%
41	to	75	54.32%
76	to	110	46.34%
111	to	160	34.42%
161	+		26.83%

INDUCTION

0	to	200	3.45%
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SPECIAL CONDITIONS

1. Type of Service: Service under this rate schedule will normally be provided only to multiple lighting systems that are supplied by the utility at a standard secondary voltage of 120 volts or 240 volts single-phase.
2. Photo Controls: This schedule is predicated on electronic type photo controls meeting ANSI standard C136.10, with a turn-on value of 1.0 foot-candles and a turn-off value of 1.5 foot-candles. Electro-mechanical or thermal type photo controls are not acceptable for this rate schedule.
3. Annual Operating Schedules: The rates under this schedule assume 4100 operating hours per year (approximately 11 hours per night), and apply to lights which will turn on and off once each night.
4. Light or Pole Numbering: Pole number sequencing and coding for single lights or multiple lights on a single pole shall be provided by the Customer in a format acceptable to the utility. The Customer shall provide physical numbering on lights or poles in order to facilitate accurate billing and inventory reporting prior to energizing facilities. Numbering must be legible from the ground.
5. Lighting Inventories: The Customer shall submit an initial inventory of the location, type and wattage for each light, including any non-conforming loads connected to the lighting system, in a format acceptable to the utility before the lighting system is connected to the utility system. An updated inventory shall be submitted annually after the initial inventory. The Customer shall inform the utility in writing within 30 days of any changes to the inventory.
6. Non-conforming loads: Any load other than the lighting loads listed in this rate schedule is a non-conforming load, and shall require approval from the utility before they are connected to an unmetered lighting service. Non-conforming loads will only be approved for governmental agencies. Each non-conforming load shall not exceed 150 watts per circuit, or light for individually connected lights. Any non-conforming load exceeding this limitation requires metering of the Customer's system at the utility's connection point. The monthly billed charges for approved unmetered non-conforming loads will be based on the rated or measured full-load input wattage and verified hours of operation.



Rate Schedule MLS MOTOR LOAD SERVICE

APPLICABILITY

This schedule is applicable to all electric Customers receiving unmetered service from the utility for electric motor load. This is further restricted to Customers that own, operate, and maintain the electrical wiring from the motor to the utility's primary, or secondary, circuits that are in place to service Customers other than the motor load Customer.

RATES:

Basic Service Fee, per meter per day\$0.15

Rated Horsepower Charge, per Horsepower, per day\$6.00

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Voltage: Service under this schedule normally will be supplied at a standard available voltage in accordance with Section 3 of the Tariff.
3. Voltage Regulators: Voltage Regulators, if required by the Customer, shall be furnished, installed, owned, and maintained by the Customer.
4. Reconnection Charge: In the event that a Customer terminates service under this Rate Schedule and re-initiates service under this, or any other, Rate Schedule at the same location within 12 months, there will be a Reconnection Charge equal to the minimum charge which would have been billed had the Customer not terminated service.
5. Ownership of Facilities: The utility may, at its option, with the agreement of the Customer, own the facilities connecting the lighting fixture to the utility's electrical system, provided that the Customer has made arrangements to pay for this service according to Section 8.
6. The Horse Power: The Horsepower of the motor shall be determined by the utility.



SHEET NO. 20-21-MISC

CANCELING SHEET NO.98-04-SE

Rate Schedule MISC

MISCELLEOUS SERVICE FEE AND CHARGE

APPLICABILITY

This schedule is applicable to all electric Customers requesting service from the utility.

RATES:

Utility Service Deposit Charge

New Residential Account deposit	\$200.00
New Commercial Account Deposit	Two times of average monthly utility bill

Other Charges and Fees

Service Establishment Fee.....	\$15.00
Meter Turn-Off/On Due to Non-Payment.....	\$ 25.00
Meter Turn-On Due to Meter Removal.....	\$ 250.00
Returned Check Fee.....	\$ 35.00
Manual Meter Read Fee.....	\$25.00
Late Payment Charge.....	\$15.00 or 3% of unpaid balance, whichever greater
Meter Test Fee.....	\$ 55.00
Meter Tempering Penalty.....	\$ 250.00
Past Bill Request.....	\$ 25.00 plus \$0.10 per copy
Residential Electrical Data Analysis.....	Actual Cost Up to \$50.00
Commercial Electrical Data Analysis.....	Actual Cost Up to \$100.00

Solar Application Process Fees

Residential Solar Application.....	\$200.00
Commercial Solar ≤ 50 KW Application.....	\$500.00
Commercial Solar ≥ 50 kW Application.....	\$1,000.00



SHEET NO. 17-18-M
SHEET NO. 09-10-M

Rate Schedule M

MEDICAL RESIDENTIAL ELECTRICAL SERVICE DISCOUNT

APPLICABILITY

This schedule is applicable to all residential Customers receiving metered service and that qualify for the Medical Support Baseline Program

REQUIREMENTS:

To qualify for the Medical Residential Electrical Service Discount you must provide certification by a physician or osteopath that you or a full time resident in your home is dependent on a medical equipment device used in your home, or is a Paraplegic, Quadriplegic, Hemiplegic, or a Multiple Sclerosis patient with special electric space heating needs or air conditioning needs. Medical conditions other than paraplegia, hemiplegia, quadriplegia, or multiple sclerosis may also qualify for this rate if electrically operated equipment is used to sustain, restore, or supplant a vital function if approved by the Utility.

RATES:

Qualified Customers that participate in the Medical Emergency Number Discount Rate will receive 20% discount of their total utility bill.

MEDICAL EQUIPMENT DEVICE

A medical equipment device, for purposes of the Medical Residential Electrical Service Discount, is defined as any medical device requiring utility-supplied energy for its operation that is regularly required to sustain the life of a full-time resident in the home. Qualifying medical equipment includes, but is not limited to, respirators, iron lungs, hemodialysis machines, suction machines, electric nerve stimulators, pressure pads and pumps, aerosol tents, electrostatic and ultrasonic nebulizers, compressors, IPPB machines, and motorized wheelchairs. The term also includes air conditioning for all residential rate categories or electric heat for Customers on an electric space heat rate, for paraplegic, hemiplegic, or quadriplegic and multiple sclerosis patients. Devices used for therapy rather than for life support generally do not qualify.



SHEET NO. 09-10 MISC
CANCELING SHEET NO. 05-04-MISC

Rate Schedule CPS

CUSTOMER PROJECT SUPPORT CHARGES AND FEES

APPLICABILITY

Applicable to any person or entity requesting the utility to supply electric service, relocate electric facilities, or upgrade electric facilities.

RATES:

WORK ORDER – Utility Reimbursable:

For Customer Projects of minor scope and not requiring engineering or other third-party support, and where the Utility will largely self-perform the work, a reimbursable Work Order may be utilized to describe the Customer Project scope of work including a cost estimate for the Customer's consideration.

Upon acceptance of the scope of work and cost estimate, the Customer will sign the Work Order, authorizing the work and agreeing to reimburse the Utility for the time and materials required.

CUSTOMER PROJECT SUPPORT:

For Customer Projects of potentially significant scope and complexity, and requiring engineering or other third-party support, and where the Utility may contract all or part of the work, an "Application for Customer Project Support" process is utilized.

1. Application

The Customer to complete a Utility Application form with all Company and Project information, including a Project Description, to include all relevant information such as location, electrical equipment, load calculations and related information,

2. Design Agreement



With receipt of the Application and Fee, Utility will request a meeting, to better understand the Project and Customer objectives. At the Customer's election, the parties will execute a "Customer Project Support Design Agreement" for the performance of a technical Design, Scope of Work and Cost Estimate for Utility to perform its elements of the Project.

3. Installation / Alteration Agreement

After Customer acceptance of the Utility Design, Scope of Work and Cost Estimate, Customer may elect to enter into an "Customer Project Support Installation / Alteration Agreement" for Utility performance of the works.

Project Application Fee

A **\$250.00** deposit is required at the time when a project Application is submitted to Utility to cover the reasonable cost of Application processing.

Island Energy Labor Rates

During normal working Published City of Pittsburg Full Cost Hourly Rate
(7:30am to 4:00 pm) Monday through Friday and not holidays)

During non-normal working hours 1.5 times Published City of Pittsburg Full Cost Hourly Rate

There will be a 1-hour minimum charge per event, billed in increments of one-half hour thereafter.

Material Handling Charge

In the case that the Utility handles contractor contracts and materials for the Customer, project costs including but not limited to equipment, materials, engineering and contractor fees will be subject to a 10% mark up to cover project administration costs.



Rate Schedule NCE

NEW COMMERCIAL ELECTRICAL SYSTEMS REIMBURSEMENT

APPLICABILITY

Applicable to monetary reimbursement to an Applicant for a percentage of those Eligible Expenses associated with and incurred in the construction and placement of new electrical distribution system or systems which result in New Permanent Load of 150,000 kWh per month averaged over a 12 month period under Section 6.L of these Tariffs.

RATES:

1. **MAXIMUM REIMBURSEMENT:** The total amount subject to reimbursement is Thirty-three Percent (33%) of Eligible Expenses of new commercial electrical systems.
2. **PAYMENT CALCULATION:** The amount of reimbursement owed to a Qualified Developer shall be determined based on the increase in incremental load ("Incremental Load Increase") over the total load as determined during the fiscal year immediately prior to project completion ("Base Year"). The amount to be collected and made available for reimbursement shall be calculated by applying a factor of \$0.005/kWh to the Incremental Load Increase ("Commercial Reimbursement"). When two (2) or more parties make joint contributions or advances on the same new electrical transmission of distribution system, reimbursements will be distributed to these parties in the same proportion as their individual contributions or advances bear to the total Eligible Expense.
3. **TIMING OF PAYMENT:** Commercial Reimbursements shall be reconciled annually. Reimbursements hereunder shall be made without interest and shall be dispersed no later than September 30th following the fiscal year end for the fiscal year within which a claim for reimbursement hereunder has been made.
4. **FINAL DETERMINATION:** This is a voluntary program and may be terminated at any time. All collection and reimbursement shall in any event cease after the total of all obligations hereunder are paid or February 1, 2025, which ever event occurs first. All determinations relating to reimbursable amounts or credits made by utility shall be final.



Rate Schedule N

LOW INCOME RESIDENTIAL ELECTRICAL SERVICE

APPLICABILITY

This schedule is applicable to all residential Customers receiving metered service and that qualify for the Residential Electrical Low-Income Assistance Program

REQUIREMENTS:

Customers must submit an Application in the form set forth on the Island Energy Web Site. Each such Application must be accompanied by a copy of his/her U.S. Tax Return from the previous year along with other proof acceptable to the utility which is sufficient to establish all household income.

Customers shall be recertified for eligibility at least once per year, but the utility may request an updated verification of income at its discretion. It is the responsibility of the Customer to reapply on the anniversary date of the first application of the reduced rate hereunder.

It is the Customer's obligation to notify the utility within thirty (30) days once the Customer is no longer eligible for the Low Income Residential Electrical Service Rate. In the event it is determined that the Customer was not entitled to the reduced rate because the Customer did not provide accurate information the utility shall be entitled to recover all amounts to which it was entitled to under the regular rate schedules set forth in these Tariffs.

RATES

Customers that qualify for the Low Income Residential Electrical Service Rate will receive a 20% discount of utility charges on their monthly bill . The rate option will be effective in the month following utility's approval of the application.



SHEET No. 09-10-N

SHEET NO. 18-19-NEM
CANCELING SHEET NO. 17-18-NEM

Rate Schedule NEM NET ENERGY METERING PROGRAM

APPLICABILITY

This schedule is applicable to Eligible Customer-Generators, as defined in Section 2827 of the California Public Utilities Code, operating a renewable electrical generation facility, as therein defined, located on the customer's owned, leased, or rented Premises with a capacity of no more than one megawatt that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with Utility's power system pursuant to an interconnection and metering agreement with Utility.

This Rate Schedule is available on a first-come, first-served basis until the total rated generating capacity used by Eligible Customer-Generators exceeds 5% percent of Utility's aggregate customer peak demand established when the Solar Incentive program began. The NEM program is fully subscribed since June 30th, 2016. Once the total rated generating capacity reaches 5 percent of Utility's aggregate customer peak demand, the Utility may at its sole discretion close this rate schedule to new customers.

Customers who have been approved for this program will remain eligible for the program while they occupy the Premises at which the approved system has been installed. Customers who move into Premises with a system previously approved for the Net Energy Metering program are also eligible for the program providing they sign the Interconnection and Net Energy Metering agreement. Increases in the generating capacity of an approved system are not permitted.

Customers who have previously been approved for the Net Energy Metering Program will retain benefits of the NEM program until the expiration of their 20-year enrollment period, from the date the solar system interconnected to the grid.

Customers who move into premises with a system previously been approved for the Net Energy Metering Program will retained benefits offered by the NEM program for the reminder of enrollment period, from the original date the solar system interconnected to the grid. Increase in the generating capacity of systems subscribed to the Net Energy Metering program is not permitted.



RATES:

All rates charged will be in accordance with the Eligible Customer-Generator's otherwise applicable rate schedule on a Net Energy Metering basis. An Eligible Customer-Generator served under this schedule is responsible for all charges in its otherwise applicable rate schedule, including the Basic Service Fee, when applicable, regardless of the Customer's monthly or annual net generation.

Eligible Customer-Generators under this Rate Schedule are subject to any new or additional charges pursuant to the Customer's otherwise applicable rate schedule.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Agreement: In order for this schedule to apply, Customer must complete and sign the Island Energy Electric Interconnection Agreement for Electric Net Metering Service ("NEM Agreement"). This agreement contains additional terms and conditions, including without limitation, requirements relating to indemnification, insurance, and access to Customer's Premises..
3. Meter Requirements:
 - a. Utility shall own, operate, and maintain a single, bi-directional meter on Customer's Premises capable of registering the flow of electricity in two directions.
4. Billing:
 - a. The monthly Net Energy Metering calculation shall be made by measuring the difference between the electricity supplied to Customer and the electricity generated by Customer and fed back to the grid over a normal one-month billing period.
 - b. In the event that the electricity supplied by Utility during the one-month billing period exceeds the electricity generated by Customer during the same period, Utility shall bill Customer for the net energy consumption during



- c. such billing period based on the Customer's Rate.
- d. In the event that the electricity supplied by Utility during the one-month billing period is less than the electricity generated by Customer during the same period, Customer is a net energy producer. If Customer is a net energy producer, any excess energy generated by the customer shall be carried forward to the following billing cycle as a monetary credit on the customer's account until the end of the 12-month period ending on the final billing date for March.
- e. If Customer's otherwise applicable Tariff employs "baseline" and "over baseline" rates, any net monthly consumption of electricity shall be calculated according to the terms of the rate schedule. If Customer is a net generator over a billing period, the net kilowatt-hours generated shall be valued at the same price per kilowatt-hour as IE would charge for the baseline quantity of electricity during that billing period, and if the number of kilowatt-hours generated exceeds the baseline quantity, the excess shall be valued at the same price per kilowatt-hour as IE would charge electricity over the baseline quantity during the billing period.
- f. If Customer terminates service prior to the end of a 12-month period ending on the final billing date for March, Utility shall reconcile Customer's consumption and production of electricity and bill Customer for Net Energy Metering charges, or if appropriate, issue a final payment for any excess generation, based on the applicable Net Surplus Compensation rate.

5. Net Surplus Compensation:

- a. If at the end of the applicable 12-month period ending on the final billing date of March, Customer is a Net Surplus Customer-Generator:
 - i. Utility shall retain any Net Surplus Energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC"), and Customer's monetary value shall be reset to zero for the subsequent 12-month period.
 - ii. If Customer is eligible for Net Surplus Energy Compensation, such compensation shall be calculated over the 12-month period.
- b. In order to be eligible for Net Surplus Energy Compensation, Customer must: (1) elect a compensation option in Customer's NEM Agreement; (2) certify that Customer has sole ownership of the environmental attributes and RECs associated with the energy generated from the Generating



Facility; and (3) agree to transfer to Utility all rights, title, and interest Customer has to such environmental attributes and RECs.

- c. Utility's Net Surplus Compensation rate shall provide just and reasonable compensation for the value of the Net Surplus Energy, while leaving other ratepayers unaffected.
- d. If Customer is eligible for Net Surplus Energy Compensation, Customer shall receive compensation pursuant to the method selected in Customer's NEM Agreement. Customers are eligible to revise their net surplus energy compensation elections by giving written notice to IE at least thirty-days prior to the beginning of each succeeding 12-month period ending with the final billing date of March.

6. Net Surplus Energy Compensation Rate:

- a. Utility's Net Surplus Energy Compensation Rate is based on Utility's avoided cost for energy. Utility's Net Surplus Energy Compensation Rate is set at the value provided in the table below. The General Manager shall review the Utility's Net Surplus Energy Compensation Rate on an annual basis. If a Net Surplus Energy Compensation Rate is not adopted for any individual year, the most recently adopted Net Surplus Energy Compensation Rate shall apply.

Year	\$/kWh
July 1, 2018-June 30, 2019	0.0620



SHEET NO. 18-19-ERE
CANCELING SHEET NO. 17-18-ERE

Rate Schedule ERE

EXPORTED RENEWABLE ENERGY PROGRAM

APPLICABILITY

This schedule is applicable to Customer-Generators, operating a renewable energy generation facility located on the customer's owned, leased, or rented Premises with a capacity of no more than one megawatt that is intended primarily to offset part or all of the customer's own electrical requirements and which is interconnected and operates in parallel with Utility's power system pursuant to an interconnection and metering agreement with Utility.

This Rate Schedule is available to customer-generators who do not qualify for the Net Energy Metering Program (Rate Schedule NEM) because the total rated generating capacity by Eligible Customers-exceeds 5 percent of Utility's aggregate customer peak demand.

RATES:

All rates charged for delivered energy will be in accordance with the Customer-Generator's otherwise applicable rate schedule. Customer-Generator's will receive a credit for electricity exported to the power system at a rate based on the Utility's avoided cost as stated below except that the credits for exported energy in any given billing period shall not exceed the charges for delivered energy in that month. A Customer-Generator served under this schedule is responsible for all charges in its otherwise applicable rate schedule, including the Basic Service Fee, when applicable, regardless of the Customer's monthly or annual net generation.

Customer-Generators under this Rate Schedule are subject to any new or additional charges pursuant to the Customer's otherwise applicable rate schedule.

SPECIAL CONDITIONS:

1. Definitions: The definitions of terms used in this Rate Schedule are found either herein or in Section 2 of the Tariff.
2. Agreement: In order for this schedule to apply, Customer must complete and sign the Island Energy Electric Interconnection Agreement for Exported Renewable Energy ("ERE Agreement"). This agreement contains additional terms and

conditions, including without limitation, requirements relating to indemnification, insurance, and access to Customer's Premises.

3. Meter Requirements:

- a. Utility shall own, operate, and maintain a single meter on Customer's Premises capable of registering the flow of electricity in two directions.
- b. If the existing meter on Customer's Premises is not capable of measuring the flow of electricity in two directions or supplying time-of-use information, Customer shall be responsible for the expenses involved in the purchase and installation of the meter.
- c. Utility, at its expense, may install additional meters. However, if such meters are installed, the measurement of delivered and exported energy shall yield an identical result to that of a single meter.

4. Billing:

- a. There will be no charge for energy generated by customer's generating facility and consumed on by the customer at time of generation.
- b. Customer will be billed for all energy delivered according to the otherwise applicable rate schedule.
- c. Customer will receive a credit for exported energy below Customer's billing period maximum at a rate based on the Utility's avoided cost as stated below.
- d. If a solar customer's bill credit exceeds his/hers monthly electric charge, any excess credits will be carried over to the next month. Utility will issue a cash payment for any excess bill credits at the 12th month billing cycle or when the customer moves out.
- e. Customer is responsible for all taxes, fees and other charges for all delivered electricity

5. Exported Renewable Energy

- a. Utility shall retain all Exported Energy generated by Customer, including any associated environmental attributes or renewable energy credits ("REC").

6. Net Surplus Energy Compensation Rate:

- a. Utility's Exported Energy Compensation Rate is based on Utility's avoided cost for energy. Utility's Exported Energy Compensation Rate is set at the value provided in the table below. The General Manager shall review the

Utility's Exported Energy Compensation Rate on an annual basis. If a Exported Energy Compensation Rate is not adopted for any individual year, the most recently adopted Exported Energy Compensation Rate shall apply.

Year	\$/kWh
July 1, 2017-June 30, 2018	0.0620



City of
Pittsburgh

Item No. _

Adoption of a Pittsburgh Power Company Resolution
Revising the Language in the Electric Tariff Schedules
Applicable to Island Energy

Island Energy Electric Tariff



- Pittsburg Power Company (PPC), provides electric and natural gas utility services at Mare Island under the name of Island Energy (IE).
- The Tariff sets the terms, conditions and electricity rates by which PPC operates as a utility.
- The Tariff is modified from time-to-time as business needs or market conditions may dictate.

Tariff Revision - Rates



- Residential and commercial electric rates were not increased or otherwise adjusted. Rates remain consistent with the previous fiscal year's Tariff.

Tariff Revisions – Summary:



- Retire Solar Installation Incentive Rebate Program
- Retire Compressed Air System Rebate Program
- Establish Qualified Medical Back Up Generator Rebate Program
- Update the Miscellaneous Service Charge and Fee Schedule

Other edits to the Tariff are for completeness and clarity.

Action:



- Open the public hearing, receive and consider testimonies received, close the public hearing, and adopt the Resolution revising the language in the electric Tariff schedules applicable to Island Energy

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY

In the Matter of:

A Pittsburg Power Company Resolution)
Amending the Electric Tariff)

RESOLUTION NO.

The Governing Board of the Pittsburg Power Company FINDS AND DETERMINES as follows:

WHEREAS, the Pittsburg Power Company ("PPC"), a Joint Powers Authority under the City of Pittsburg, provides electricity and natural gas retail service at Mare Island, Vallejo in the name of Island Energy ("IE"); and

WHEREAS, PPC performs utility services on Mare Island, Vallejo under the terms, conditions and rates of an electric tariff ("Tariff"); and

WHEREAS, PPC periodically reviews the electric and natural gas Tariffs for completeness, correctness and applicability to current utility operations and customer conditions; and

WHEREAS, PPC staff proposed revisions to the Tariff as detailed in the accompanying Staff Report.

NOW, THEREFORE, the Governing Board of the Pittsburg Power Company DOES RESOLVE as follows:

Section 1. The Governing Board of the PPC hereby finds and determines that the above recitals are true and correct and have served as the basis, in part, for the findings and actions of the Governing Board set forth below.

Section 2. The Governing Board hereby amends the Tariff to 1) Retire the Solar Installation Incentive Rebate Program; 2) Retire the Public Benefit Rebate Program for Compressed Air System; 3) Establish a Back-up Generator Rebate Program for Qualified Medical Residential Electric Service Customers; and 4) Update the Miscellaneous Service Charge and Fee Schedule (MISC) for various customer requested services, and make various revisions as set forth in the attached Tariff.

Section 3. The Executive Director is hereby authorized to take such further actions as may be necessary or appropriate to carry out the Governing Board's obligations pursuant to this Resolution.

Section 4. The Executive Secretary shall certify to the adoption of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Governing Board of the Pittsburgh Power Company
at a regular meeting on the 17th day of August 2020 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Garrett Evans, Executive Secretary



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Establishing Preferred Measure M Funding Allocations and Spending Priorities for Future Measure M Revenues

MEETING DATE: August 17, 2020

EXECUTIVE SUMMARY

Staff, working with the Finance Subcommittee, has reviewed previous Measure M revenue allocations and has prepared a new formula for future allocations of Measure M revenues for consideration.

FISCAL IMPACT

There is no current fiscal impact associated with providing future direction on how Measure M revenues are to be allocated at this time. Depending on the specific future allocations, alternative funds may be needed. The redistribution of Measure M revenues however will provide for a broader coverage of costs for programs identified by the City Council as priorities.

RECOMMENDATION

The City Council establish the preferred Measure M funding allocations and spending priorities for future Measure M revenues.

BACKGROUND

At the June 29, 2020 City Council meeting, Councilmember Craft requested a future agenda item related to the Measure M Sales Tax revenue collections and the use of these funds. On July 20, 2020, the City Council directed staff to bring to the Finance Subcommittee a summary of past allocations of Measure M revenues and to formulate a plan for future use of the Measure M revenues for City programs.

In 2012, the City faced decreasing revenues, including a 26 percent decrease in sales and property taxes since 2008, amounting to a loss of approximately \$2.6 million annually. In addition, the costs to provide essential city services to residents continued to increase. The City had already reduced staff and consolidated City Departments to cut costs. The City had

275 full-time employees in 2008, and through early retirements and not filling vacant positions, the City reduced this number to 239 employees in 2011. To further reduce costs, the fiscal year ("FY") 2011-12 budget called for leaving four (4) police department positions vacant, eliminating the budget for police and maintenance employees at public events, closing the Buchanan Swim center, and eliminating 14 positions, including eight layoffs.

The City predicted that without an increase in revenues, the City would have a General Fund deficit in FY 2012-13 of approximately \$2.7 million, which would have required the City to make additional cuts to City services including a reduction in Police Department services and closing the Senior Center. Faced with severe reductions in income to the General Fund, it would have been very difficult for the City Council to balance the City's budget without cutting the Police Department's budget.

To avoid reductions in vital City services, the City Council placed Measure P on the June 5, 2012 ballot to temporarily increase the City's sales tax. Pittsburg's voters approved Measure P and the City began collecting the new sales tax beginning in October 2012.

City of Pittsburg's 2012 Sales Tax - Measure P Language

"To provide funding that stays in Pittsburg and cannot be seized by the State, to be used for Public Safety, gang prevention, job creation programs for local residents, to keep the Senior Center open, to maintain other City services, shall the City of Pittsburg enact a temporary, half-cent sales tax for five years, reduced to one-quarter cent for five years, then the increase be terminated, altogether, with citizen's oversight committee, mandatory audits and consistent community reporting?"

To which 73.69% of Pittsburg's voters said "yes".

Again, in FY 2015-16, the City projected that without an extension of Measure P, vital City services currently funded by Measure P would face reductions as Measure P would reduce by 50% in FY 2017-18 and 50% in FY 2022-23. An election to extend Measure P was placed upon the June 2016 ballot, referred to as Measure M.

City of Pittsburg's 2016 Sales Tax - Measure M Language

"To provide funding that stays in Pittsburg and cannot be seized by the State, to be used for Public Safety, gang preventions, job creation programs for local residents, Senior Center operations, repair roads, operate youth programs, and maintain other City Services, shall the City of Pittsburg extend its current half-cent sales tax through fiscal year 2034-35, providing \$3.6-\$3.8 million annually, then the increase be terminated, altogether, with citizens' oversight, mandatory audits and consistent community reporting?"

To which 81.31% of Pittsburg voters once again said "yes".

Since the passage of Measure M in June 2016, both Measure P and Measure M are referred to as Measure M starting in FY 2017-18.

SUBCOMMITTEE FINDINGS

The review of previous allocations of Measure M was presented to the Finance Subcommittee at meetings on both July 27, 2020 and August 5, 2020, resulting in the recommendations in this report.

STAFF ANALYSIS

Staff reviewed the allocations previously recommended by the Citizens Oversight Committee and subsequently approved by the City Council from the inception of Measure P in 2012, which was superseded by Measure M in 2016.

The review included looking at the ballot measure language as well as reviewing the priorities established by the City Council. It was determined that the distribution of the Measure M funds should be more inclusive to the divisions identified by the ballot language as approved by the residents of Pittsburgh.

The following recommendations are the outcome of the discussions to ensure funding is distributed for future revenue collections.

Action Plan:

1. Do not adjust the current Fiscal Year 2020-21 allocation.
2. As Measure M revenues are received during Fiscal Year 2020-21, the Finance Department shall:
 - a. Keep the Finance Subcommittee informed of the actual revenues received during the monthly meetings established.
 - b. Should the revenues exceed the originally budgeted amount of \$3.2 million during Fiscal Year 2020-21, staff will bring recommendations to the Finance Subcommittee and full City Council to determine the disposition of any excess funds. If revenues exceed 10% of the budgeted amount, those funds will be deposited into the Budget Stabilization Fund in accordance with the Budget Stabilization Ordinance.
3. Looking beyond Fiscal Year 2020-21:
 - a. The City Council shall consider placing a \$2.751 Million cap on the amount of revenues dedicated to Public Safety, while striving to maintain the following conditions:
 - i. A ratio of 1.1 officer per 1,000 residents in the Police Department.
 - ii. Consideration of projected funding that Public Safety CFDs receives prior to determining the Measure M allocation to for Public Safety.
 - b. Future allocation requests should be presented with a detailed project or proposed outcome for the use of the funds requested.
 - c. Consider placing a floor on the amount or percentage to be devoted to any program or division equal to Fiscal Year 2020-21.
 - d. Future goals for funding allocations of Measure M funds:
 - i. Public Safety – Maintain the current funding levels and only consider increasing the allocation to ensure an officer to resident ratio of 1.1.
 - ii. Senior Center – Restore funding over time to \$350,000.
 - iii. Economic Development – Increase funding over time to \$450,000.
 - iv. Youth – Increase funding over time to \$425,000.
 - v. Streets – Increase funding over time to \$750,000.

As established by both Measure P and Measure M ballots, the Citizens Oversight Committee will continue to be charged with reviewing the use of and making recommendations to the City Council for future uses of the tax revenues.

ATTACHMENTS: Resolution

Report Prepared By: Brad Farmer, Finance Director

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution	)	
Establishing Preferred Measure M Funding	)	RESOLUTION NO. 20-
Allocations and Spending Priorities for	)	
<u>Future Measure M Revenues</u>	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, in 2012, the City faced decreasing revenues, including a 26 percent decrease in sales and property taxes since 2008, amounting to a loss of approximately \$2.6 million annually. The City had 275 full-time employees in 2008, and through early retirements and not filling vacant positions, the City reduced this number to 239 employees in 2011; and

WHEREAS, the City predicted that without an increase in revenues, the City would have a General Fund deficit in Fiscal Year 2012-13 of approximately \$2.7 million, which would have required the City to make additional cuts to City services including a reduction in Police Department services and closing of the Buchanan Swim and Senior Centers; and

WHEREAS, to avoid reductions in vital City services, the City Council placed Measure P on the June 5, 2012 ballot to temporarily increase the City's sales tax. Pittsburgh's voters approved Measure P with a 73.69% approval and the City began collecting the new sales tax beginning in October 2012; and

WHEREAS, in Fiscal Year 2015-16, the City projected that without an extension of Measure P, vital City services currently funded by Measure P would face reductions as Measure P would reduce by 50% in Fiscal Year 2017-18 and 50% in Fiscal Year 2022-23. An election to extend Measure P was placed upon the June 2016 ballot, referred to as Measure M; and

WHEREAS, the City of Pittsburgh's 2016 Sales Tax - Measure M was approved with 81.31% of votes cast by Pittsburgh voters that election; and

WHEREAS, the City Council desires to ensure a comprehensive allocation of the Measure M funds to meet the needs of the community in Public Safety, funding the Senior Center and senior activities, job creation (economic development), youth services and programs, and repair roads and infrastructure.

NOW, THEREFORE, the City Council DOES RESOLVE as follows:

Section 1.

All the recitals above are true and correct and incorporated herein.

Section 2.

The City Council hereby establishes the preferred Measure M funding allocations as detailed in the Action Plan within the Staff Report and hereby included by reference.

Section 3.

The City Manager is hereby authorized to take such further actions as may be necessary or appropriate to carry out the obligations pursuant to this Resolution.

Section 4.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of August 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Introduction and Waive First Reading of an Ordinance Amending the Municipal Code Chapter 2.80 Relating to the Establishment and Structure of the Pittsburg Youth Advisory Commission

MEETING DATE: August 17, 2020

EXECUTIVE SUMMARY

The City Council directed staff to further evaluate the necessary steps to establish a youth advisory commission including the creation of bylaws, strategy for recruiting commissioners, and initial focus areas. Staff recommends the City Council take comments and waive first reading of an Ordinance to amend the Pittsburg Municipal Code to include Chapter 2.80 for the establishment and structure of a youth advisory commission.

FISCAL IMPACT

There is no fiscal impact in the creation of a youth advisory commission.

RECOMMENDATION

City Council open a public hearing and waive first reading of an Ordinance to amend the Pittsburg Municipal Code Chapter 2.80 relating to the establishment and structure of the Pittsburg Youth Advisory Commission.

BACKGROUND

At the June 29, 2020 City Council meeting, Councilmember Barrett-White requested a future agenda item related to establishing a youth advisory commission to provide the youth voice to the City Council promoting civic engagement and community service while furthering the understanding of how municipal government works.

On July 20, 2020, the City Council directed staff to further evaluate the necessary steps to establish a youth advisory commission including the creation of bylaws, strategy for recruiting commissioners, and initial focus areas.

The roles and responsibilities of each advisory body are set forth in the Pittsburg Municipal Code or by City Council resolution.

SUBCOMMITTEE FINDINGS

This item was not presented before a subcommittee.

STAFF ANALYSIS

Understanding that an engaged community is an active community, it is important to find effective ways of engagement for all residents. Currently, the City of Pittsburg has two active commissions comprised of community members; the Community Advisory Commission and the Planning Commission.

The City of Pittsburg established its first Youth Commission, “Pittsburg Progressive Youth Incorporated”, in 1970. Subsequent Youth Commissions were established in 1975, and again in 2001.

Youth Advisory Commissions are a youth engagement strategy used to positively incorporate youth voices and help build the capacity of youth participants.

The United States Agency for International Development defines a Youth Advisory Commisison as “an entity composed of young people that serves as an advisory or advocacy body to government or donor agencies. Most often, its role is to identify priorities, craft policies that support these priorities, and contribute to the implementation of these policies through public services. This role may also include public outreach and advocacy.”

City staff reviewed the bylaws, mission statements, and action items for a variety of youth advisory commissions in the Bay Area including Brentwood, Oakley, San Jose, Dublin, and San Francisco. Staff also reviewed the minutes, activities, and bylaws of the previous Pittsburg Youth Commission that was established in 2004 and repealed in 2009.

Staff is recommending the adoption of the attached Ordinance to add Chapter 2.80 to the Pittsburg Municipal Code establishing the youth advisory commission and its structure.

ATTACHMENTS: CC Ordinance to Adopt PMC Title 2.80 addition
 Student Application

Report Prepared By: Kolette Simonton, Assistant Director of Economic Development and Recreation

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

An Ordinance Adding Chapter 2.80)
To the Municipal Code to Establish)
A Youth Advisory Commission)

ORDINANCE NO. 20-1477

The City Council of the City of Pittsburgh DOES ORDAIN as follows:

SECTION 1. Addition of Chapter 2.80 of the Municipal Code, Youth Advisory Commission.

(new text shown in ***bold italic*** font):

A. The City Council hereby adds Chapter 2.80 to the Municipal Code to read as follows:

Chapter 2.80
YOUTH COMMISSION

Sections:

<i>2.80.010</i>	<i>Establishment</i>
<i>2.80.020</i>	<i>Membership</i>
<i>2.80.030</i>	<i>Chairperson</i>
<i>2.80.040</i>	<i>Meetings</i>
<i>2.80.050</i>	<i>Reimbursement for Expenses</i>
<i>2.80.060</i>	<i>Authority and Responsibilities</i>
<i>2.80.070</i>	<i>Committees</i>

2.80.010 Establishment

A Youth Advisory Commission is established by this chapter. The purpose of this commission is to serve as a liaison between Pittsburgh youth and the City Council concerning issues that affect the quality of life for the youth of Pittsburgh. The Youth Advisory Commission provides information, makes recommendations and suggests policies to the City Council on issues of civic engagement and community service.

2.80.020 Membership

A. The Youth Advisory Commission shall be composed of a minimum of nine (9) and a maximum of thirteen (13) youth members and three (3) youth alternates. At least three (3) of the Commission Members must be from middle school and six (6) from high school, unless there are no applicants. Additionally, there shall be four (4) non-voting adult members representing Pittsburgh Police Activities League, Pittsburgh

Unified School District, Los Medanos College, and the At-large Community.

- B. One member of the Community Advisory Commission shall serve as a liaison to the Youth Advisory Commission.***
- C. Youth members must be between the age of 13 years to 18 years at the time of appointment and must reside within the city limits of Pittsburg, California.***
- D. Commission members are selected and appointed by the City Council after submitting completed application and formal interview by the Council.***
- E. The term of office for a youth commissioner is 2 years commencing August 1 and terminating on May 31 or until their successors are appointed. According to City Council policy, members of permanent advisory bodies shall not serve more than two consecutive two-year terms. Members who have served less than four (4) years at the time their terms expire are eligible for reappointment.***

2.80.030 Chairperson

- A. There shall be a chairperson and vice-chairperson, which positions shall be filled pursuant to bylaws. The chairperson and vice-chairperson shall serve for a term of one year. A quorum for the transaction of business shall consist of seven voting members.***

2.80.040 Meetings

- A. Meetings of the youth advisory commission shall be held on a regular basis and not less than ten (10) times per year unless there are extraordinary circumstances or lack of business. Agendas shall be posted and noticed as prescribed by law. Commission members shall attend all meetings or notify staff if they are not able to attend. City staff shall provide the City Council with quarterly attendance reports.***

2.80.050 Reimbursement for Expenses

- A. A member of the youth advisory commission shall not receive compensation for the performance of his or her duties but shall be entitled to reimbursement for the actual and necessary expenses incurred by the member in the performance of his or her official duties for the city.***
- B. The city manager shall submit to the city council for its approval the classes and types of expenses which may be eligible for reimbursement. An item not on the approved list shall be approved before the expenditure***

is made to be eligible for reimbursement. Each item of reimbursement shall be approved by city manager.

In order to obtain reimbursement, a member shall submit evidence of the expenditure within 45 days of the date the expense was incurred.

2.80.060 Authority and Responsibilities

The youth advisory commission shall have the following responsibilities:

- A. Provide input on youth services and programming to the Community Advisory Commission, City Council and to City Staff.***
- B. Address issues that affect youth in the community.***
- C. Assist the Recreation Department with the promotion and implementation of youth activities.***
- D. Generate an annual report on the progress of the Youth Advisory Commission.***
- E. Attend all regular meeting and subcommittee meetings as assigned; attend the activities planned and sponsored by the Youth Advisory Commission; and promote youth activities and provide support for successful implementation of youth activities and programs.***

2.80.070 Committees

The commission may appoint committees. All committees shall be comprised of less than a quorum of the commission. Committees may be appointed for the purpose of studying and advising the commission on any subject within the commission purview of its members comprising less than a quorum of the commission to study and advise the commission on any subject within its purview.

SECTION 2. Severability

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. Publication.

The City Clerk shall either (a) have this ordinance published once within 15 days after adoption in a newspaper of general circulation or (b) have a summary of the ordinance published twice in a newspaper of general circulation, once 5 days before its adoption and again 20 days after its adoption.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburg held on August 17, 2020, and was adopted and ordered published at a meeting of the City Council held on _____, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Youth Commission

2020 YOUTH COMMISSIONER APPLICATION

Application Process

1. Complete this application thoroughly and enclose answers to essay questions.
2. Only City of Pittsburg residents between the ages of 13-18 will be considered.
3. Attach one letter of recommendation from a teacher, administrator, or employer.
4. Applicants under consideration for a position will be invited to interview. Interviews are tentatively scheduled for the week of _____, 2020 at the City of Pittsburg, 65 Civic Ave, Pittsburg. Invitations to interview will be emailed, with available interview times listed.
5. The Youth Commission will notify applicants who have been recommended for appointment. Appointments are not final until the Pittsburg City Council has approved and appointed them.
6. Approved appointees will begin their terms as Commissioners at the _____ 2020 regular meeting.

Time Commitments & Responsibilities

1. **General Meetings:** Once per month with date and time to be determined by the 2020 Youth Commission.
2. **Special Committees:** Each Commissioner is responsible to serve on a minimum of one special committee each school year. These committees will work on special projects including planning events and/or projects and meet once or twice per month in addition to the regular Youth Commission meetings.
3. **Special Events & Fundraisers:** All Commissioners are expected to actively participate in all special events and fundraisers that the Youth Commission supports or offers.
4. **General Behavior:** Commissioners are expected to maintain a high level of behavior and citizenship in school and in the community. Commissioners represent the City of Pittsburg and should behave accordingly.

Youth Commission

2020 YOUTH COMMISSIONER APPLICATION

Please type or print (in blue or black ink) your responses. If additional pages are needed to answer the essay questions, please attach additional pages to this application. This application is also available in a fill-in-able format at www.pittsburgca.gov. Click on the link for Boards and Commissions, and then click on the link Youth Commission. Type in your responses and then print a copy of the entire application to submit.

Name: _____ Date of Birth: _____

Address: _____ City: _____

Email Address: _____

Telephone: (Home) _____ (Alternate) _____

Emergency Contact: _____ Phone: _____

School (2020/21): _____ Grade (2020/21): _____

Please list and briefly describe any classes, skills, and life experience that you feel would qualify you to be a member of the Youth Commission.

Please list and briefly describe your school and community activities (clubs, volunteer activities, athletics, and classes).

Why do you wish to serve on the Pittsburg Youth Commission?

What do you feel is the biggest problem facing the youth of Pittsburg today and what do you think the Youth Commission can do to address the problem?

How did you hear about the Youth Commission?

I have read the application packet and understand the commitment of being a Youth Commissioner. I also understand I must attend all Commission meetings, activities and programs, unless excused by the Chair of the Commission or staff. I declare that all statements contained in this application are true and that any misrepresentation or omission may result in rejection of my application or removal from the Youth Commission. I hereby acknowledge that I have read and understand the above statements.

Applicant Signature _____ Date _____

I understand the commitment involved with the Pittsburg Youth Commission and approve of my son/daughter applying.

Parent/Guardian Signature _____ Date _____

Print Name: _____



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Establishing Guidelines and Allocating \$250,000 of CARES Act Funding to Launch a City-sponsored COVID-19 Small Business Resiliency Grant Program

MEETING DATE: August 17, 2020

EXECUTIVE SUMMARY

Many small businesses in Pittsburg have encountered significant financial impacts due to the Shelter-In-Place Order issued by the Contra Costa County Health Services Department due to the COVID-19 Pandemic and the subsequent restrictions on the operation of certain businesses by the State of California and Contra Costa County. The City Council will be asked to consider utilizing \$250,000 of CARES Act funding allocated to the City of Pittsburg to establish a COVID-19 Small Business Resiliency Grant Program.

FISCAL IMPACT

There is no direct impact to the City's General Fund or any City enterprise fund(s), though use of the requested funds to establish the proposed program would reduce the amount of CARES Act funding that may be used to pay for other COVID-related costs already incurred by the City and paid out of the General Fund. However, staff believes that supporting small businesses and relieving certain financial pressures to allow them to continue to operate will have positive impacts on sales tax generation and property maintenance.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution establishing general guidelines and allocating \$250,000 of CARES Act funding to launch a City-sponsored COVID-19 Small Business Resiliency Grant Program.

BACKGROUND

On March 4, 2020, the Governor of the State of California declared a state of emergency due to COVID-19. On March 6, 2020, Contra Costa Health Services (CCHS) released community guidelines for reducing the spread of COVID-19, and on March 10, 2020, the

Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19.

On March 16, 2020, Health Officers from Contra Costa and other Bay Area counties ordered residents to shelter in place, and the City Council held a special meeting and voted unanimously to proclaim the existence of a local emergency in response to the COVID-19 pandemic.

On March 25, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was approved and established the Coronavirus Relief Fund and appropriated \$150 billion to the Fund to be used to make payments for specified uses to States and certain local governments. The City of Pittsburg is estimated to receive approximately \$917,000 total via the State of California, the first 1/6 of which was distributed to the City on July 30, with upcoming installments in mid-August, mid-September, and October.

On April 4, 2020, the City Council adopted an urgency ordinance establishing an eviction and rent increase moratorium, which specifies that during the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a commercial tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19; however, tenants are still required to pay unpaid rent within six months of the end of the local emergency. Many tenants have been accumulating significant amounts of past due rent.

SUBCOMMITTEE FINDINGS

On August 5, 2020, this item was presented to the Finance Subcommittee, which generally supported the \$250,000 allocation, as well as the following grant parameters to ensure funds being used are helping small business impacted by COVID-19: 1) establishing a limit on the number of employees of the business; 2) limiting the number of locations of any businesses; 3) requiring business owners show a minimum loss of revenues; 4) establishing eligible uses limited to paying rent and utility bills; and 5) an individual award limit of \$10,000.

STAFF ANALYSIS

Since the Governor declared a state of emergency and CCHS issued the shelter-in-place order, certain businesses have been allowed to reopen to varying degrees, while many have been forced to remain closed, or have found it is not feasible to operate under the existing restrictions. The proposed program would help alleviate financial pressure for businesses impacted by COVID-19.

Attachment 2 provides a draft outline of eligibility and application requirements, the award process, and allowable use of funds. To highlight some of the key points, an estimated minimum of 25 grants would be awarded in values of up to \$10,000 for businesses with a storefront in Pittsburg and between two and 50 employees to pay rent and utility bills. Businesses would be required to show a 25% revenue loss due to COVID-19, and comply with all regulatory guidelines, including COVID-related restrictions on operation. Cannabis businesses, gas stations, liquor/convenience stores, smoke shops, and smoking lounges would not be eligible. Tenants of the City of Pittsburg, Pittsburg Arts and Community Foundation (PACF), the Successor Agency to the Redevelopment Agency, or other entity associated with the City would also not be eligible unless funds are to be used for storefronts not owned or managed by the City.

All applicants would be required to submit a confidential proposal noting how much is being requested and describing how funds will be spent. Partial awards may be issued at the discretion of the City, and if more than 25 qualifying applications are received, or if the total award is less than the total requested by all qualifying applicants, qualifying applicants will be entered into a lottery. Staff has reached out to the Pittsburgh Chamber of Commerce to assist in screening applications and distributing funds.

ATTACHMENTS:

1. Resolution
2. Draft Guidelines for the City of Pittsburgh COVID-19 Small Business Resiliency Grant Program
3. Presentation

Report Prepared By: Jordan Davis, Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Establishing Guidelines and Allocating) RESOLUTION NO. 20-_____
\$250,000 of CARES Act Funding to Launch a)
City-sponsored COVID-19 Small Business)
Resiliency Grant Program)

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency due to COVID-19; and

WHEREAS, on March 6, 2020, Contra Costa Health Services (CCHS) released community guidelines for reducing the spread of the Coronavirus (COVID-19); and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors issued an emergency proclamation to respond to COVID-19; and

WHEREAS, on March 16, 2020, Health Officers from Contra Costa and other Bay Area counties ordered residents to shelter in place, resulting in the closure of or limited operation of numerous businesses across multiple sectors; and

WHEREAS, on March 16, 2020, the City Council held a special meeting and voted unanimously to proclaim the existence of a local emergency in response to the COVID-19 pandemic; and

WHEREAS, on March 25, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was approved and established the Coronavirus Relief Fund and appropriated \$150 billion to the fund to be used to make payments for specified uses to States and certain local governments' and

WHEREAS, on April 4, 2020, the City Council adopted an urgency ordinance establishing an eviction and rent increase moratorium, which specifies that during the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a commercial tenant for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19; and

WHEREAS, tenants are still required to pay unpaid rent within six months of the end of the local emergency, and many tenants have been accumulating significant amounts of past due rent; and

WHEREAS, the City of Pittsburg is estimated to receive approximately \$917,000 total in CARES Act funding via the State of California; and

WHEREAS, on August 5, 2020, the Finance Subcommittee met to discuss utilizing \$250,000 of the City's allocated CARES Act funding to establish a small business resiliency grant program, as well as the following grant parameters to ensure funds being used are helping small business impacted by COVID-19: 1) establishing a limit on the number of employees of the business; 2) limiting the number of locations of any businesses; 3) requiring business owners show a minimum loss of revenues; 4) establishing eligible uses limited to paying rent and utility bills; and 5) an individual award limit of \$10,000; and

WHEREAS, on August 17, 2020, the City Council considered allocating \$250,000 of the City's allocated CARES Act funding to establish a small business resiliency grant program as well as guidelines for the implementation of the grant.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby approves guidelines generally consistent with staff's recommendation and allocates up to \$250,000 of CARES Act funding to launch a City-sponsored COVID-19 Small Business Resiliency Grant Program and authorizes the City Manager to execute the Agreement on behalf of the City Council.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg authorizes the City Manager to establish final guidelines and approve minor amendments to the adopted guidelines to facilitate implementation. In no event shall the total award amount exceed \$250,000.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of August 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Pittsburg COVID-19 Small Businesses Resiliency Grant Program
DRAFT Guidelines

Grant:

- \$250,000 total award
- Minimum 25 awards of up to \$10,000. May be reduced for lack of qualified applicants

Eligibility:

- For-profit business located within Pittsburg, with an active business license as of March 1, 2020. Businesses shall not be required to be a member of any organization or group.
- Have a physical storefront or place of business in Pittsburg.
- No more than three (3) locations within Contra Costa County.
- Operational for at least one (1) year as of date of application submittal.
- Had between 2 and 50 employees on payroll (full or part-time) at the time the initial Contra Costa County Shelter-in-Place Order was issued on March 16.
- Can demonstrate at least a 25% reduction in revenues due to COVID-19.
- Gross sales under \$8 million over last 12 months.
- Comply with Local, State and Federal guidelines for operating their businesses (including COVID-19-related guidelines such as social distancing, clean down procedures, limiting in-store occupancy, etc.).
- Cannabis businesses, gas stations, liquor/convenience stores, smoke shops, and smoking lounges are not eligible.
- Tenants of the City of Pittsburg, Pittsburg Arts and Community Foundation (PACF), or the Successor Agency to the Redevelopment Agency are not eligible unless funds are to be used for storefronts not owned or managed by the City.

Application, Review, and Use of Funds:

- All applicants must submit a proposal (marking as confidential those portions related to private financial information such as gross revenues or payroll information). Application shall include how much funding is being requested and describing how funds will be spent.
- Grant funds may only be used as general working capital for businesses that can be applied to rent and/or utilities.
- Partial awards may be issued at the discretion of the City.
- If more than 25 qualifying applications are received, or if the total award is less than the total requested by all qualifying applicants, qualifying applicants will be entered into a lottery.
- Grants must be used to support a storefront located within the Pittsburg City Limits (e.g. a business with storefronts in Pittsburg and another city cannot use grant funds to pay rent or utilities in another city).
- Repayment required if funds are not used properly.
- Pittsburg Chamber of Commerce may serve as review committee to screen applications.

Follow Up:

- Grantees may be required to report on spending of funds disbursed directly to grantee, including but not limited to supplying copies of invoices/receipts or other types of statements.
- Money distribution will be facilitated by Pittsburg Chamber of Commerce. All proposed payment(s) of rent or utilities will be made directly by Chamber prior to distribution of remaining grants award(s).

Disclaimer:

The City reserves the right to modify this Program at any time prior to the application due date, or to extend the application due date, or to cancel this Program at any time. The City further reserves the right to reject any and all applications for any reason or to accept any qualifying application received which the City, in its sole unrestricted discretion deemed most advantageous to the success of the Program. The lowest request of any application may not necessarily be awarded. The applicant acknowledges the City's rights and this clause and absolutely waives any right of action against the City for the City's failure to accept its application or award funds whether such right of action arises in contract, negligence, bad faith or any other cause of action. The award of any application is subject to funds being legally available to complete this transaction and/or approval by the City Council or the officer or employee of the City having authority to award the funds. The City of Pittsburg is not responsible for any loss, damage or expense incurred by an applicant as a result of any inaccuracy or incompleteness in the Program, or as a result of any misunderstanding or misinterpretation of the terms of this Program on the part of the applicant. Further, the City of Pittsburg is not liable for any costs incurred in the preparation of the application submittals or award spending.



City of
Pittsburgh

COVID-19 Small Business Resiliency Grant Program

Background



- **March:** COVID, Shelter-in-Place
- **March 25:** CARES Act approved, \$150B to States/local gov'ts (Pittsburg = approx. \$917,000)
- **April:** City Council adopts moratorium on rent increases, evictions
- **Staff review** of other city-sponsored programs
- **August 5:** Finance Subcommittee discusses grant parameters

Parameters/Eligibility



- \$250,000 total award
- Minimum 25 awards of up to \$10,000 (may be reduced for lack of qualified applicants)
- For-profit business located within Pittsburg
- No more than 3 locations within Contra Costa
- Operational for at least 1 year as of date of application submittal

Eligibility



- Between 2 and 50 employees on payroll at time of initial SIP
- Demonstrate min. 25% reduction in revenues due to COVID-19
- Gross sales under \$8 million over last year
- Comply with Local, State and Federal guidelines for operating

Not Eligible



- Cannabis businesses, gas stations, liquor/convenience stores, smoke shops, and smoking lounges are not eligible.
- Tenants of the City of Pittsburgh, PACF, or the Successor Agency to the Redevelopment Agency are not eligible unless funds are to be used for storefronts not owned or managed by the City.

Review, Use of Funds



- All applicants must submit a confidential proposal
- Funds may be applied to rent and/or utilities.
- Partial awards may be issued
- Qualifying applicants will be entered into a lottery
- Must be used to support a storefront in Pittsburgh
- Chamber of Commerce may serve as review committee to screen applications, distribute funds

Recommendation



Staff recommends the City Council adopt a resolution establishing general guidelines and allocating \$250,000 of CARES Act funding to launch a City-sponsored COVID-19 Small Business Resiliency Grant Program.

**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: August 3, 2020

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS

Jelani Killings, Mayor/Chair
Marilyn Craft, Vice-Mayor/Chair
Holland Barrett White, Council/Agency Member
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Garrett Evans, City Manager/Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for August 3, 2020 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

Mayor Killings called the meeting of the City Council to order at 7:00 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA after convening at 6:30 P.M. in Closed Session for the following items:

1. **CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:**

City designated representatives: Garrett Evans, Stacy Shell, Fritz McKinley, Brad Farmer

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856

Unrepresented employees: Management Group; Senior Executive Team

There was no reportable action taken in Closed Session.

ROLL CALL

All members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PRESENTATIONS

2. Overview of Use of Force by Law Enforcement Personnel and Overview of Internal Affairs Investigations

Chief Addington presented an overview of the City's Police Department's policies and procedures.

Comments were received from the following:

Dikshya Koirala
Pittsburg Youth Action
Mohammed Azeel
Bruce Ohlson

3. Youth and Young Adult Service and Outreach Master Plan

Jordan Davis, Assistant to the City Manager, outlined the City's proposed master plan for outreach services to youth and young adults in the community.

Comments were received from the following:

Pittsburg Youth Action
Mohammed Azeel

CITY MANAGER REPORTS/REMARKS

City Manager Evans gave an update on the COVID-19 health order for the City of Pittsburg.

COMMITTEE REPORTS

Member Banales, along with Mayor Killings, attended the Finance subcommittee.

PUBLIC COMMENTS

Comments were received from the following:

Camille Buckingham
Moomoomom2

Angela Carmouche
Sheena Bell
Patricia Perkins
Bruce Ohlson

CONSIDERATION

4. Adoption of a City Council Resolution Approving an Agreement with Discovery Builders, Inc., to Design and Build a Recreational Facility

Comments were received from the following:

Dikshya Koirala
Pittsburg Youth Action
Mohammed Azeel
Bruce Ohlson

On Motion by Vice-Mayor Craft, seconded by Mayor Killings to adopt and carried by the following vote:

AYES: Banales, Craft, Scales-Preston, Killings
NOES: White

5. Adoption of a City Council Resolution Approving a Memorandum of Understanding with Spilker LLC to Facilitate Commercial Development in the Southwest Hills

On Motion by Mayor Killings, seconded by Member Banales to adopt and carried unanimously.

6. Adoption of a Minute Order to Approve City Council Recess for September

On Motion by Vice-Mayor Craft, seconded by Member Banales to adopt and carried unanimously.

CONFLICT OF INTEREST STATEMENT

Vice-Mayor/Chair Craft stated she would recuse herself from Items 15 and 16 due to her financial interest.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION, PITTSBURG POWER COMPANY AND SOUTHWEST PITTSBURG GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR

On Motion by Member Banales, seconded by Member Scales-Preston to adopt and carried unanimously.

7. Minutes of July 20, 2020

8. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the Pittsburg Police Officers' Association for the Period July 1, 2020–June 30, 2021
9. Adoption of a City Council Resolution to Accept Project 4028, 2019/2020 CDBG ADA Curb Ramp Installation Project as Complete and Authorize the City Engineer to File a Notice of Completion
10. Adoption of a City Council Resolution to Authorize City Manager to Extend Contract with Univar for Water Treatment Plant Chemical Supply – Sodium Hydroxide
11. Adoption of a City Council Resolution to Accept a Grant from U.S. Department of Justice Office of Community Oriented Policing Services (COPS) and Appropriate Funds for Officer Position
12. Adoption of a City Council Resolution Accepting the Plans and Specifications, Allocating Funds, and Awarding Project 5208, Montezuma Slough Pump Station Reconstruction Project
13. Adoption of a City Council Resolution Authorizing the City Manager to Execute Contract Agreement for Water and Sewer Supplies
14. Adoption of a City Council Resolution to Amend the Master Pay Schedule as Required by California Public Employees' Retirement System
15. Adoption of a City Council Resolution to Amend the Master Pay Schedule as Required by California Public Employees' Retirement System
16. Adoption of a Pittsburg Power Company Resolution Authorizing the Executive Director to Enter into a Contract with Contra Costa County Workforce Development Board for Future Build Cohorts 18 and 19 and Establishing the Future Build Budget for Fiscal Year 2020-2021

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REPORTS AND REMARKS

Member Scales-Preston attended the Pray Pittsburg event which was well attended.

ADJOURNMENT

The City Council meeting adjourned at 10:21 P.M. to August 17, 2020.

Respectfully submitted,

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Employees in the American Federation of State, County, and Municipal Employees Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units for the Period July 1, 2020–June 30, 2021

MEETING DATE: August 17, 2020

EXECUTIVE SUMMARY

The Memorandums of Understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units expired on June 30, 2020. The City and AFSCME representatives started negotiation sessions in March 2020 to develop a successor Memorandum of Understanding (MOU), and have reached a tentative agreement on the terms and conditions of employment for fiscal year 2020-2021 that provides for a contract term extension through June 30, 2021, a circumscribed reopening of the contract in November 2020, and specific revisions to certain articles of the MOU to be amended. Should the City Council approve these terms, staff will prepare a successor MOU that incorporates the agreed upon changes.

FISCAL IMPACT

There is no fiscal impact for the proposed amendments to the MOU.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the June 30, 2020 tentative agreement, authorizing the City Manager to prepare and execute a successor MOU between the City of Pittsburg and AFSCME Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units for the period of July 1, 2020 – June 30, 2021.

BACKGROUND

With the onset of the COVID-19 pandemic and resulting economic impacts, the City expects a marked decrease in revenue for Fiscal Year 2020-2021. As a result, the City's fiscal uncertainty has severely limited its current ability to achieve productive labor negotiation on compensation matters with its employee bargaining units.

AFSCME unit members are deeply committed to providing a level of excellence in public service and responding effectively and efficiently to the needs of the Pittsburgh community. While the City's ability to effectively recruit and retain qualified employees is related to the quality of the total compensation package offered, the City and AFSCME also recognize that current unprecedented financial challenges and anticipated budget shortfalls call for a temporary pause in labor negotiation efforts on compensation matters.

The City and AFSCME representatives started meeting in March 2020 to negotiate a successor MOU. During the parties' negotiation sessions, a number of tentative agreements were reached for amendments to language of the current MOU and a one-year contract extension with a circumscribed reopening of the MOU in November 2020.

The AFSCME membership ratified the parameters of the tentative agreement package on July 13, 2020.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

In accordance with the Meyers-Milias-Brown Act, the City Council is asked to approve the terms and conditions of employment for employees in the AFSCME Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units for the period July 1, 2020 through June 30, 2021.

The terms and conditions of the tentative agreement include the following amendments to the current MOU:

- 1) 12-month extension of the current MOU
- 2) Section 2 – Term: Language amendment, which includes a “me too” clause should any other bargaining unit in the City receive any wage or benefit enhancements through November 15, 2020
- 3) Section 2.1 – Reopener: New section to provide an opportunity to reopen the MOU in November 2020 if initiated by either party
- 4) Section 7.1 – Uniform Allowance: Modifies frequency of allowance payments

For additional details of the changes agreed upon, please refer to the Tentative Agreements between the City of Pittsburgh and the AFSCME Union, Local 512.

ATTACHMENTS: Tentative Agreements between the City of Pittsburgh and the AFSCME Union, Local 512
Resolution

Report Prepared By: Stacy Shell, Director of Human Resources

CITY OF PITTSBURG

AND

AFSCME (UNIT A AND MPC)

AFSCME COUNTER-PROPOSAL

June 22, 2020

2. Term. 12-month extension of the ~~current~~ July 1, 2018 through June 30, 2020 MOU, with all tentative agreements the parties may reach with respect to language clean-up. Upon ratification of this extension agreement and until November 15, 2020, should any other bargaining unit in the City receive any wage benefit or benefit enhancements that exceed those contained in this agreement, the AFSCME Unit A and MPC bargaining units shall receive such wages or benefits retroactive to the date such wages or benefits went into effect. It is understood that wage enhancements are defined as Across the Board Cost of Living Adjustments and/or lump sum/cash payments. Benefits are defined as medical, dental, vision care, life insurance, retirement plans, long term disability insurance, accidental death and dismemberment insurance, dependent care assistance program, holidays, leave accruals, and/or deferred compensation contributions.

2.1 Reopener (New Section)

If either party to this MOU wishes to reopen the MOU on any of the articles in the MOU, it may do so by notifying the other party in writing between November 15, 2020 – December 1, 2020. If neither party triggers the reopener, negotiations regarding the MOU will be for successor MOU. If either party triggers the reopener by notifying the other party in writing between November 15, 2020 – December 1, 2020, the parties agree that they will promptly return to the collective bargaining table (within 10 days) and begin to negotiate per the proposals issued by either side. The parties agree that the effective date of any proposals issued per the reopener cannot, without mutual agreement, be later than December 1, 2020.

TA

Date:

7/1/2020

TA

Date:

6/30/20

COLLECTIVE BARGAINING BETWEEN

CITY OF PITTSBURG

AND

AFSCME (UNIT A & MPC)

CITY PROPOSAL

June 22, 2020

Revised: July 7, 2020

Unit A

7.1 Uniform Allowance

The annual uniform allowance will be two hundred forty dollars (\$240) for ~~Police Department~~ employees required ~~by the Chief of Police~~ to wear a work uniform. The following classifications shall receive this uniform allowance for the term of this agreement: Lead Police Records Clerk, Police Records Clerk, Police Evidence Technician, Property and Evidence Coordinator, Lead Community Services Specialist, and Community Services Specialist.

The uniform allowance is prorated to \$9.2308 and payable twice a year every pay period with a regular paycheck, ~~for the first pay period in June and the first pay period in December, representing payment for the prior six (6) month period. Employees not employed for the full six (6) month period will be entitled to a prorate share of the six (6) month allowance.~~

The ~~Chief of Police~~ City Manager or their designee shall prescribe minimum standards of appearance for ~~police department~~ employees. Different standards may be applied to different classes, depending upon the type of work required of the employees. Employees shall be neatly groomed and suitably dressed for their duties, so that they present a favorable appearance to the public.

If the City provides at City expense either a uniform allowance or uniforms, the ~~Chief of Police~~ City Manager or their designee shall ordinarily require the employee to wear the prescribed uniform on duty. The ~~Chief of Police~~ City Manager or their designee may require some employees who receive uniform allowances or who are furnished with uniforms, to wear other clothing on duty, either regularly or occasionally, if the needs of the department require it.

TA

Date:

7/10/2020

TA

Date:

7/10/20

COLLECTIVE BARGAINING BETWEEN

CITY OF PITTSBURG

AND

AFSCME (UNIT A & MPC)

MPC

7.1 Uniform Allowance

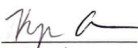
The annual uniform allowance will be two hundred forty dollars (\$240) for the following classifications:

- Executive ~~Secretary~~ Assistant to the Chief of Police
- Police Records ~~Manager~~ Supervisor
- confidential Administrative Assistant, if assigned to the Police Department

The uniform allowance is prorated to \$9,2308 and payable twice a year every pay period with a regular paycheck, ~~for the first pay period in June and the first pay period in December, representing payment for the prior six (6) month period. Employees not employed for the full six (6) month period will be entitled to a prorate share of the six (6) month allowance.~~

The Chief of Police shall prescribe minimum standards of appearance for police department employees. Different standards may be applied for different classes, depending upon the type of work required of the employees. Employees shall be neatly groomed and suitably dressed for their duties, so that they present a favorable appearance to the public.

If the City provides at City expense either a uniform allowance or uniforms, the Chief of Police shall ordinarily require the employee to wear the prescribed uniform on duty. The Chief of Police may require some employees who receive uniform allowances or who are furnished with uniforms, to wear other clothing on duty, either regularly or occasionally, if the needs of the department require it

TA 

Date: 7/10/2020

TA 

Date: 7/10/20

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving the Terms and	)	RESOLUTION NO. 20-
Conditions of Employment for Employees	)	
in the American Federation of State,	)	
County, and Municipal Employees Union,	)	
Local 512, Miscellaneous A and	)	
Management/Professional/Confidential	)	
Units for the period of July 1, 2020 through	)	
June 30, 2021	)	

The Pittsburg City Council FINDS AND DETERMINES as follows:

WHEREAS, the Memorandums of Understanding between the City of Pittsburg and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 512, Miscellaneous A and Management/Professional/Confidential Units expired on June 30, 2020; and

WHEREAS, City representatives and the duly appointed representatives of AFSCME Union have met and conferred in accordance with Section 3500 et seq. of the California Government Code; and

WHEREAS, the membership of the AFSCME Union ratified the attached agreement on July 13, 2020; and

WHEREAS, the City Manager and City staff recommend the terms and conditions of the agreement to be approved by the City Council; and

WHEREAS, the City Manager and City staff will prepare a successor MOU that incorporates the agreed upon changes upon adoption of this resolution.

NOW, THEREFORE the City Council DOES RESOLVE as follows:

Section 1. The recitals set forth above are true and correct statements and are hereby incorporated in conjunction with the staff report.

Section 2. The City Council hereby approves the attached terms and conditions and directs staff to prepare a Memorandum of Understanding setting forth the terms and conditions.

Section 3. The Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 17th day of August 2020 by the City Council of the City of Pittsburg at a regular meeting by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Plans and Specifications, Allocating Funds and Awarding Project 2216, Range Road Sidewalk Improvement Project

MEETING DATE: August 17, 2020

EXECUTIVE SUMMARY

Project 2216, Range Road Sidewalk Improvement Project (the "Project") is for widening the sidewalk on the northeast side of Range Road from West Leland Road to Rancho Medanos Junior High School. If approved, the resolution will accept plans and specifications, allocate funds and award a construction contract to Black Bear Paving and Grading, Inc. of Hayward.

FISCAL IMPACT

The City Council previously approved allocation of \$55,000 from Highway Users Tax Account (HUTA) (Fund 203), and \$65,000 Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle Project Funding for Fiscal Year 2018/19 to Project 2216. If approved, the additional allocation of \$65,000 from Measure J (Fund 204) will result in a total Project budget of \$185,000. A Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution allocating \$65,000 from Measure J (Fund 204) to the Project for a total budget of \$185,000.

Staff also requests that City Council accept the plans and specifications and authorize the City Manager to execute a Contract for Project 2216 with Black Bear Paving & Grading, Inc. for a total contract amount of \$136,802.50 for construction of the Project.

Staff recommends that a construction contingency of \$13,680.25 or 10% of the contract amount be authorized for the Project. Staff further recommends that the City Engineer be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

BACKGROUND

On May 9, 2018, the City Council approved Resolution 18-13480 approving a request to the Metropolitan Transportation Commission (MTC) for Allocation of Fiscal Year 2018/19 Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle Project Funding for the Project.

Staff was notified on August 1, 2018, that the Project was awarded \$65,000 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding for Fiscal Year 2018/19. These funds are reimbursable after completion of the Project.

On June 18, 2018, the City Council adopted Resolution 18-13499, approving the City's operating budget for Fiscal Year 2018/19 and allocating funds for several capital projects, including \$55,000 from HUTA to the Project (Project 2216).

The Project is Categorically Exempt from the CEQA review process per Class 1, Section 15301(c) "Existing Facilities" of the CEQA Guidelines.

Advertising for the Project began on June 10, 2020. Bids for construction of the Project were opened on July 22, 2020. Black Bear Grading & Paving was the lowest responsive, and responsible Base Bid in the amount of \$136,802.50.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

This Project will widen the existing sidewalk five feet along the northeast side of Range Road, from the Rancho Medanos Junior High School entrance to the south side of West Leland Road (approximately 400 linear feet). The Project will allow large groups of students travelling to and from school to safely stay on the sidewalk and avoid walking in bicycle and vehicle traffic lanes.

Staff received 11 bid proposals for construction of the Project. One bid was not sealed and therefore not responsive. The bids received have been checked for arithmetical errors, completeness, and conformance with the bid requirements. The bid proposal submitted by Black Bear Grading & Paving, Inc. was the lowest responsive, responsible bid and is approximately 1 percent more than the Engineer's estimate.

The recommended construction contingency of \$13,680.25 is 10% of the construction contract and will provide funding for unanticipated change orders. A Bid Summary is attached to this report.

ATTACHMENTS: Resolution
 Project Budget Summary
 Bid Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Accepting the Plans and	)	
Specifications, Allocating Funds and	)	
Awarding Project 2216, Range Road	)	RESOLUTION NO. 20-
<u>Sidewalk Improvement Project</u>	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, Project 2216, Range Road Sidewalk Improvement Project (the "Project"), is for the widening of the sidewalk on the north/east side of Range Road from West Leland Road to Rancho Medanos Junior High School; and

WHEREAS, on May 9, 2018, the City Council approved Resolution 18-13480 approving a request to the Metropolitan Transportation Commission (MTC) for the Allocation of Fiscal Year 2018/19 Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle Project Funding for the Project; and

WHEREAS, on June 18, 2018, the City Council adopted Resolution 18-13499, approving the operating budget for Fiscal Year 2018/19 and allocating funds for several capital projects, including \$55,000 from Highway Users Tax Account (HUTA Fund 203) to the Project (Project 2216); and

WHEREAS, on August 1, 2018, staff was notified that the Project would receive \$65,000 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding for Fiscal Year 2018/19; and

WHEREAS, allocation of \$65,000 from Measure J (Fund 204) to the Project will result in a total approved Project budget of \$185,000; and

WHEREAS, advertising for the Project began on June 10, 2020. Bids for construction of the Project were opened on July 22, 2020. Black Bear Paving and Grading, Inc. was the lowest responsive and responsible Base Bid in the amount of \$136,802.50; and

WHEREAS, staff recommends establishing a contingency in an amount \$13,680.25 (10% of the construction contract) for unforeseen expenses; and

WHEREAS, staff further requests that the City Engineer or his designee be authorized to approve contract change orders for this Project in a total amount not to exceed 50% of the contingency and the City Manager be authorized to approve change orders for this Project in a total amount not to exceed 100% of the contingency amount.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh as follows:

- Section 1. City Council hereby accepts the plans and specifications for the Project.
- Section 2. City Council hereby approves the allocation to the Project budget of \$65,000 from Measure J (Fund 204) for a total project budget of \$185,000.
- Section 3. The City Council authorizes the City Manager to award a construction contract in the amount of \$136,802.50 to Black Bear Paving and Grading, Inc. for construction of the Project.
- Section 4. The City Council authorizes a construction contingency in the amount of \$13,680.25 for unforeseen expenses.
- Section 5. The City Engineer is authorized to approve contract change orders for the Project for a total amount not to exceed 50% of the contingency and the City Manager shall be authorized to approve contract change orders for the Project for a total amount not to exceed 100% of the contingency amount.
- Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of August 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

Jelani Killings, Mayor

Alice E. Evenson, City Clerk

Project Budget Summary
Contract 2019-23, Range Road Sidewalk Improvement Project
 Project 2216

Project Funding:	Highway Users Tax Account (HUTA) Fund 203	\$55,000
	2018/19 Transportation Development Act Grant	\$65,000
	Measure J Fund 204	\$65,000
	Funding Total	\$185,000

Project Expenditures:

Design: (Code 2122)	Consultant Design	\$24,970
	Subtotal	\$24,970

Miscellaneous: (Code 1399)	Advertising	\$600
	Reproduction	\$0
	Postage	\$0
	Subtotal	\$600

Construction: (Code 2281)	Base Bid	\$136,802
	Construction Contingency	\$13,680
	Material Testing	\$3,948
	Subtotal	\$154,430

Staff Time: (Code 1101)	Staff Costs During Design	\$500
	Staff Costs During Construction Management	\$2,000
	Subtotal	\$2,500

Administrative Overhead: (Code 2372)	Staff Overhead Costs During Design	\$500
	Staff Overhead Costs During Construction Management	\$2,000
	Subtotal	\$2,500

Estimated Expenditures Total \$185,000

Bid Summary-Range Road Sidewalk Improvement Project(Contract 2019-23)

Project 2216

Contractor	Base Bid	Add Alternate 1
Black Bear Paving & Grading, Inc.	\$136,802.50	\$32,818.25
Terramark General Engineering Contractors, Inc.	\$172,300.00	\$49,600.00
Burch Construction	\$187,847.00	\$57,998.00
Sposeto Engineering, Inc.	\$195,382.20	\$52,141.20
F. Loduca Co.	\$196,020.00	\$54,443.50
Mercoza	\$198,555.00	\$56,145.00
JJR Construction, Inc.	\$214,654.00	\$57,030.00
FBD Vanguard Construction, Inc.	\$218,309.00	\$57,716.00
Kerex Engineering	\$226,690.00	\$67,225.00
Pacific Coast General Engineering, Inc.	\$344,243.00	\$139,114.00
*TNB Construction		

*Bid Not Sealed

Total Base Bid + Alternate
\$169,620.75
\$221,900.00
\$245,845.00
\$247,523.40
\$250,463.50
\$254,700.00
\$271,684.00
\$276,025.00
\$293,915.00
\$483,357.00



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for Automatic Meter Reading Supplies

MEETING DATE: August 17, 2020

EXECUTIVE SUMMARY

The City's water system distributes potable water to approximately 18,750 residential, commercial, industrial, and institutional customers. Public Works crews maintain the water meters and purchase necessary supplies under an annual contract with vendor Badger Meter (formerly National Meter and Automation) of Milwaukee, WI. If approved, the resolution will allocate funds and execute a one-year contract with Badger Meter.

FISCAL IMPACT

If approved, the resolution would authorize allocation of \$300,000 from Water Operating Fund (Fund 501) balance to the Automatic Water Meter Reading System Project (Project 5030) for a total budget of \$300,000.

RECOMMENDATION

City Council adopt the attached Resolution allocating \$300,000 from Water Operating Funds (Fund 501) to the Automatic Water Meter Reading System Project (Project 5030) and authorize a one-year contract with Badger Meter for Supplies for Automatic Meter Reading in the amount of \$300,000.

BACKGROUND

The City's Public Works Department operates a Water System that distributes potable water to approximately 18,750 residential, commercial, industrial, and institutional customers. Part of the Water System includes a Badger Automatic Meter Reading (AMR) system that improves the ability to identify water accounts where there are leaks. The AMR system also offers the benefits of assisting customers with water conservation.

On December 16, 2019, the City Council approved Resolution 19-13729 approving the City's Five-Year Capital Improvement Program for Fiscal Year 2019/20 through Fiscal Year 2023/24 and allocating funds to capital projects, including the AMR system project.

There are sufficient funds available in the Water Operating Funds (Fund 501) fund balance. The AMR Project installs 1,500 to 1,700 Badger AMR meters each year, eventually replacing all 18,750 existing meters. To date, approximately 14,200 meters (86%) have been converted.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Public Works Department staff will continue to install Badger AMR meters and supplies to update the water system, help identify the detection of water customer leaks sooner and to provide a better tool for water conservation.

With an AMR system, meter readings and event data are transmitted via radio frequency to a mobile receiver during drive-by or walk-by reading. This data then synchronizes with the City's billing system.

Badger Meter (formerly National Meter and Automation) is the sole Badger Product distributor for the City's AMR system. Staff recommends the City Council approve the attached resolution authorizing the City Manager to allocate funds and execute a contract with Badger Meter for a period of one year, for purchase of Automatic Meter Reading Supplies.

ATTACHMENTS: Resolution
 Contract

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a Resolution Authorizing the)
City Manager to Execute a Contract for)
Automatic Meter Reading Supplies)

RESOLUTION NO. 20-

The PITTSBURG City Council FINDS AND DETERMINES as follows:

WHEREAS, the Public Works Department operates a Water System that distributes potable water to approximately 18,750 residential, commercial, industrial, and institutional customers; and

WHEREAS, City Council approved funding in the Capital Improvement Program in the amount of \$300,000 for FY 2019-20 for Automatic Meter Reading (AMR) Project (Project 5030); and

WHEREAS, sufficient funds are available in the Water Operating Fund (Fund 501) balance; and

WHEREAS, an AMR system offers the benefits of assisting customers with water conservation and improving system efficiency and customer service; and

WHEREAS, the project is for the conversion of existing meters to AMR radio read system with approximately 1,500 to 1,700 Badger AMR meters installed each Fiscal Year through this project; and

WHEREAS, approximately 85% of the water meter system has been replaced with AMR's; and

WHEREAS, Badger Meter, Inc. is the sole distributor for Badger AMR's for the City.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Pittsburg as follows hereby authorizes the City Manager to execute a contract for supplies with Badger Meter in the amount of \$300,000 for Automatic Meter Reading Supplies for FY 2020-2021.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 17th day of August 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

2020-2021
AUTOMATIC METER READING SUPPLIES – BADGER METER
CITY OF PITTSBURG

INSTRUCTION TO BIDDERS

Introduction:

The City of Pittsburg is soliciting bids from qualified firms for Badger Automatic Meter Reading Supplies **for the fiscal year, beginning July 1, 2020 and ending on June 30, 2021.** To be consistent, each vendor submitting a bid must meet or exceed all specifications and requirements stated herein. The Request for Quote (RFQ) is not a contract and the City reserves the right to award multiple bids, reject any and all bids. All materials and documents submitted with the bid will become the property of the City.

Wherever in this document (RFQ) an item specification is defined by using a trade (brand) name and a manufacturer and/or model number, it is intended that the words, “desirable and/or equivalent” apply. This means, any other brand specifications that are equal or comparable in use, quality, and performance. The City must approve all alternate and/or equivalent brands. All bids received for drinking water system components must meet California Waterworks NSF 60/61 standards.

Bid Submittal Time and Date:

Please submit your proposal via email to Natasha Farmer at NFarmer@ci.pittsburg.ca.us by 2:00 PM on June 28, 2020.

Bidders are solely responsible for ensuring their bids are received by the City of Pittsburg in accordance with the solicitation requirements, before the date and time specified in the RFQ, and at the place specified. The City of Pittsburg shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery.

The failure of the bidder to complete the Bid Worksheet in its entirety, as provided, will result in the rejection of the entire RFQ. If the bidder is unable to complete some of the items, the words, “NO BID” must be noted. Any bid received to the contrary will not be considered. Bidders are cautioned to read carefully all requirements of the Request for Quote and Bid Worksheet, following the instructions below.

PREPARATION OF BID

Bid Worksheet:

Bids shall be submitted ONLY on the furnished Bid Worksheet or an exact copy thereof in accordance with the instructions. If you want an electronic copy of the bid worksheet, please contact Natasha Farmer at NFarmer@ci.pittsburg.ca.us

Ink or Typewritten:

All information, prices, notations, signatures and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the quote.

Signatures:

All bids must be signed by the Bidders handwriting or that of a duly authorized officer or agent. Bids by partnerships shall be signed in the partnership name by one of the partners followed by the description "Partner".

Bids by corporations shall be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and the title of the president, secretary or other officer authorized to bind it in the matter, and with the corporation seal affixed thereto.

A bid submitted by a joint venture shall be signed by the parties to it, with each party's signature being in accordance with the requirements set forth herein for corporations or individuals.

TERMS AND CONDITIONS

Bids will be valid and binding upon the bidder and irrevocable for a period of ninety (90) days.

Once awarded, prices and brand names will remain in effect for the period of the contract (one year) from July 1, 2020 through June 30, 2021. However, parts and/or supplies may be purchased from another bidder if the successful bidder fails to execute the services acceptable to the City of Pittsburg in its sole discretion. Any price changes from the manufacturer for any materials after the contract has been awarded, must be approved by the Public Work Director.

The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for an additional period not to exceed the lesser of one year or the original term of this Contract, for up to three

years, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth.

The vendor shall deliver the products or perform the services (if applicable) for the City of Pittsburg within the time and in the manner as required by the City during normal business hours, Monday through Friday 7:00 a.m. – 11:30 a.m. and 12:30 p.m. – 3:00 p.m.

Cancellation:

The City of Pittsburg or the Contractor may cancel the contract, without cause, any time for any reason by way of a written 30-day notice.

Purchase Order:

A written purchase order not to exceed \$300,000 mailed or otherwise furnished to the lowest responsible bidder who submits a responsible bid which conforms to the requirements stated herein and within the time for acceptance specified, results in a binding contract without further notice by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California. Additional consideration will be given on the basis of past and present service history, as well as selected item and/or combination of items.

Invoices:

Invoices submitted by the vendor to the City of Pittsburg for payment must reflect the established purchase order number, department and requestor's full name.

Payment:

Payment will be made NET 30 from the date the invoices are received, under the terms and conditions set forth in this RFQ and/or contract.

NSF 60/61 STANDARDS. The revised [California Waterworks Standards](#), effective March 9, 2008 now formally require certification for all drinking water treatment and distribution products used by public water systems. The state's Waterworks standards have adopted NSF/ANSI Standard 61 and more stringent requirements for NSF/ANSI Standard 60.

The Waterworks Standards provide criteria in the design, construction and operation of public water systems. NSF/ANSI Standard 60: Drinking Water Treatment Chemicals -- Health Effects includes requirements for chemicals that are used to treat drinking water.

NSF/ANSI Standard 61: Drinking Water System Components -- Health Effects includes requirements for all devices, components and materials that come in contact with drinking water.

Certification of drinking water treatment and distribution equipment to NSF/ANSI Standard 61 has been specified by many water utilities in California for several years; however, the standard was not formally required in state regulations. The state plumbing code has required that plumbing products be certified to NSF/ANSI 61 for several years.

All materials purchased by the City of Pittsburg to be used for its drinking water utility must meet these standards.

*** Technical help for Badger Automatic Meter Reading System is included in this contract**

**2020-2021
AMR SUPPLIES
BID WORKSHEET**

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described, that bidder and/or agent has examined the plans, terms and conditions and specifications therefore, and is familiar with all requirements, that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as follows:

AMR SUPPLIES TOTAL: Not to Exceed \$300,000

TOTAL COST (Tax not included):

Product Description	Unit Price from 7/1/20 to 6/30/21
Model 25 5/8" x 3/4" low lead meter with Bronze bottom, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$172.16
Model 55 1" low lead meter with Bronze bottom, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$218.86
Model 120 1.5" low lead meter elliptical long, drilled, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$385.19
Model 170 2" low lead meter, elliptical long, drilled, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$510.37
Turbo Series meter 1.5" elliptical with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$629.76
Turbo Series meter 2" elliptical with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$711.33
Turbo Series meter 3" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$822.33
Turbo Series meter 4" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$1,167.00

Turbo Series meter 6" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$2,651.24
Turbo Series meter 8" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$2,862.00
Turbo Series meter 10" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$3,891.40
M2000 Flanged Mag meter 12" with hard rubber liner, 150lb cast steel flanges, standard lay length, 316SS Grounding rings, meter mounted amplifier	\$5,920.42
External Plate Strainer 2" Elliptical Strainer with drain plug	\$296.92
External Plate Strainer 3" Round Strainer with drain plug	\$445.37
External Plate Strainer 4" Round Strainer with drain plug	\$593.82
External Plate Strainer 6" Round Strainer with drain plug	\$816.50
External Plate Strainer 8" Round Strainer with drain plug, Zinc plated bolts, nuts and & std black gaskets	\$1,385.59
External Plate Strainer 10" Round Strainer with drain plug, Zinc plated bolts, nuts and std black gaskets	\$2,622.72
Model 25 5/8" x 3/4" low lead meter with Bronze bottom, less connections, Local Register in cubic feet, plastic lid/plastic shroud, no AMR	\$50.83
Model 55 1" low lead meter with Bronze bottom, less connections, Local Register in cubic feet, plastic lid/plastic shroud, no AMR	\$98.18
Model 120 1.5" low lead meter elliptical long, drilled, less connections, local register in cubic feet, plastic lid/plastic shroud, No AMR	\$261.15
Model 170 2" low lead meter elliptical long, drilled, with or without test plug, less connections, local register in cubic feet, plastic lid/plastic shroud, No AMR	\$386.00
3" Compound Series low lead meter. less connections, less strainer with (2) 6-dial HRE encoders registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$1,832.42
4" Compound Series low lead meter. Less connections, less strainer with (2) 6-dial HRE encoders registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$2,747.42
6" Compound Series low lead meter. Less connections, less strainer with (2) 6-dial HRE encoders registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$3,868.42

DELIVERY
CHARGE: Full Freight Allowed

DELIVERY TURNAROUND TIME (# OF
DAYS) 30

Vendor Name: Badger Meter, Inc. Wisconsin Corporation 1905

Address: 4545 W Brown Deer Rd City / State: Milwaukee, WI 53223

Signed:  Title: Christopher D. Washington Assistant Secretary Date: July 29, 2020

Telephone: 414-371-7290 Fax: 414-371-5981

Email Address: bids@badgermeter.com

NOTE: This Bid Worksheet must be completed and returned with all applicable attachments to the City. Any bid submitted, absent this worksheet will be not be considered.

Affix Corporate Seal Here

****Adding executed extension letter sent May 2020.**

CERTIFICATION OF SIGNATURE AUTHORITY

I certify as follows:

By Board Resolution adopted by the Board of Directors of Badger Meter, Inc. and in full force and effect as of this date:

The following *elected executive officers* are, among other things, hereby authorized to execute, amend, and cancel bids and contracts for the sale of products, distributor and representative agreements, bid bonds, surety bonds, contracts, leases and certain other legally binding documents in the ordinary course of business, in the name of Badger Meter, Inc.

Kenneth C. Bockhorst	Chairman, President and Chief Executive Officer
Robert A. Wrocklage	Senior Vice President - CFO
Kimberly K. Stoll	Vice President – Sales and Marketing
William R. A. Bergum	Vice President – General Counsel & Secretary

The following *elected non-executive officers* are hereby authorized to execute, amend, and cancel bids, bid-related contracts and documents, requests for proposals and quotes, and all other bid-related documentation in the name of Badger Meter, Inc.

Charla D. Dury	Assistant Secretary	Proposal Specialist – Bid and Contract Administration
Frank J. Fenton	Assistant Secretary	Director – Utility Sales
Korrine L. Fleming	Assistant Secretary	Manager – Bid and Contract Administration
Nathaniel R. Hawley	Assistant Secretary	Director – Distribution Operations
Rebecca L. Loomans	Assistant Secretary	Proposal Lead – Bid and Contract Administration
Christopher D. Washington	Assistant Secretary	Supervisor - Bid and Contract Administration
Maikou Yang	Assistant Secretary	Proposal Lead – Bid and Contract Administration

BY:



William R. A. Bergum,
Vice President - General Counsel & Secretary
Badger Meter, Inc.

July 29, 2020

Date



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837

May 19, 2020

Ralph Cones
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

RE: AMR/AMI – Water Meter Proposal 2020-2021

Dear Mr. Cones:

In response to your request for an extension of the aforementioned contract, please be advised that Badger Meter will extend said contract for an additional one-year period subject to a 1 percent price increase. Please note that this increase is in accordance with the increase in the Producers Price Index for “Totalizing fluid meters and counting devices” as reported by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor from March 2019 to March 2020.

Additionally, as requested, pricing for 3” through 6” Compound Series meters has been added.

The extension pricing will be valid July 1, 2020 through June 30, 2021 with all other terms and conditions remaining the same. The below unit prices reflect the new pricing with a 1 percent increase:

Product Description	Unit Price through 6/30/20	Unit Price from 7/1/20 to 6/30/21
Model 25 5/8" x 3/4" low lead meter with Bronze bottom, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$170.46	\$172.16
Model 55 1" low lead meter with Bronze bottom, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$216.69	\$218.86
Model 120 1.5" low lead meter elliptical long, drilled, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$381.38	\$385.19
Model 170 2" low lead meter, elliptical long, drilled, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$505.32	\$510.37

Turbo Series meter 1.5" elliptical with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$623.52	\$629.76
Turbo Series meter 2" elliptical with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$704.29	\$711.33
Turbo Series meter 3" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$814.19	\$822.33
Turbo Series meter 4" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$1,155.44	\$1,167.00
Turbo Series meter 6" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$2,624.99	\$2,651.24
Turbo Series meter 8" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$2,833.66	\$2,862.00
Turbo Series meter 10" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$3,852.87	\$3,891.40
M2000 Flanged Mag meter 12" with hard rubber liner, 150lb cast steel flanges, standard lay length, 316SS Grounding rings, meter mounted amplifier	\$5,861.80	\$5,920.42
External Plate Strainer 2" Elliptical Strainer with drain plug	\$293.98	\$296.92
External Plate Strainer 3" Round Strainer with drain plug	\$440.96	\$445.37
External Plate Strainer 4" Round Strainer with drain plug	\$587.94	\$593.82
External Plate Strainer 6" Round Strainer with drain plug	\$808.42	\$816.50
External Plate Strainer 8" Round Strainer with drain plug, Zinc plated bolts, nuts and & std black gaskets	\$1,371.87	\$1,385.59
External Plate Strainer 10" Round Strainer with drain plug, Zinc plated bolts, nuts and & std black gaskets	\$2,596.75	\$2,622.72
Model 25 5/8" x 3/4" low lead meter with Bronze bottom, less connections, Local Register in cubic feet, plastic lid/plastic shroud, no AMR	\$50.33	\$50.83
Model 55 1" low lead meter with Bronze bottom, less connections, Local Register in cubic feet, plastic lid/plastic shroud, no AMR	\$97.21	\$98.18
Model 120 1.5" low lead meter elliptical long, drilled, less connections, local register in cubic feet, plastic lid/plastic shroud, No AMR	\$258.56	\$261.15
Model 170 2" low lead meter elliptical long, drilled, with or without test plug, less connections, local register in cubic feet, plastic lid/plastic shroud, No AMR	\$382.17	\$386.00
3" Compound Series low lead meter. less connections, less strainer with (2) 6-dial HRE encoders registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire		\$1,832.42
4" Compound Series low lead meter. less connections, less strainer with (2) 6-dial HRE encoders registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire		\$2,747.42
6" Compound Series low lead meter. less connections, less strainer with (2) 6-dial HRE encoders registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire		\$3,868.42

Mr. Ralph Cones
Page 3
May 19, 2020

Please provide the City of Pittsburgh's extension acceptance by email to bids@badgermeter.com and if needed, please forward any additional forms to be executed.

Due to continuous improvements, redesign of our products and technology solutions, we reserve the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Additionally, we would like to provide the following information for your records and consideration in regards to National Meter & Automation, which was acquired by Badger Meter years ago as a wholly owned distributor of Badger Meter products. Our "customer first" culture has, and continues to be, an important part of how we do business. To complete our alignment, effective November 1, 2019, National Meter & Automation was rebranded as Badger Meter. The rebrand will truly align us as "one Badger Meter"—helping us continue to serve our valued customers and maintain the outstanding culture we have grown.

I have included the W-9 which reflects the same Federal ID Number, as the previous National Meter & Automation W-9. Given this is only a name change, the Federal ID number did not and will not change.

In the event you have any questions regarding this correspondence, or if additional documentation is required, I can be reached by telephone at 800-876-3837 x17290 or via email at bids@badgermeter.com. Additionally, you may contact your Account Manager, Brian Helphand, via email at bhelphand@badgermeter.com or by phone at 916-521-0390.

We appreciate the opportunity to continue to support your metering needs.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris D. Washington".

Christopher D. Washington
Assistant Secretary

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Badger Meter, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 4545 W. Brown Deer Road	Requester's name and address (optional)
6 City, state, and ZIP code Milwaukee, WI 53223	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

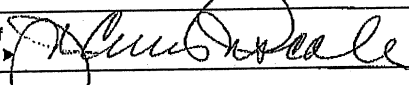
Social security number								
			-					
or								
Employer identification number								
3	9	-	0	1	4	3	2	8 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date ► May 19, 2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



4545 W Brown Deer Road

PO Box 245036

Milwaukee, Wisconsin 53224-9536

414-355-0400 | 800-876-3837

May 19, 2020

Ralph Cones
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

RE: AMR/AMI – Water Meter Proposal 2020-2021

Dear Mr. Cones:

In response to your request for an extension of the aforementioned contract, please be advised that Badger Meter will extend said contract for an additional one-year period subject to a 1 percent price increase. Please note that this increase is in accordance with the increase in the Producers Price Index for “Totalizing fluid meters and counting devices” as reported by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor from March 2019 to March 2020.

Additionally, as requested, pricing for 3” through 6” Compound Series meters has been added.

The extension pricing will be valid July 1, 2020 through June 30, 2021 with all other terms and conditions remaining the same. The below unit prices reflect the new pricing with a 1 percent increase:

Product Description	Unit Price through 6/30/20	Unit Price from 7/1/20 to 6/30/21
Model 25 5/8" x 3/4" low lead meter with Bronze bottom, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$170.46	\$172.16
Model 55 1" low lead meter with Bronze bottom, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$216.69	\$218.86
Model 120 1.5" low lead meter elliptical long, drilled, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$381.38	\$385.19
Model 170 2" low lead meter, elliptical long, drilled, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$505.32	\$510.37

Turbo Series meter 1.5" elliptical with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$623.52	\$629.76
Turbo Series meter 2" elliptical with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$704.29	\$711.33
Turbo Series meter 3" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$814.19	\$822.33
Turbo Series meter 4" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$1,155.44	\$1,167.00
Turbo Series meter 6" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$2,624.99	\$2,651.24
Turbo Series meter 8" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$2,833.66	\$2,862.00
Turbo Series meter 10" round with test plug, without integral strainer, less connections, 6-dial HRE encoder registering in cubic feet, plastic lid/plastic shroud, ORION SE2 endpoint, traditional pre-wired with 3' breakaway wire	\$3,852.87	\$3,891.40
M2000 Flanged Mag meter 12" with hard rubber liner, 150lb cast steel flanges, standard lay length, 316SS Grounding rings, meter mounted amplifier	\$5,861.80	\$5,920.42
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Mr. Ralph Cones
Page 3
May 19, 2020

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I have included the W-9 which reflects the same Federal ID Number, as the previous National Meter & Automation W-9. Given this is only a name change, the Federal ID number did not and will not change.

In the event you have any questions regarding this correspondence, or if additional documentation is required, I can be reached by telephone at 800-876-3837 x17290 or via email at bids@badgermeter.com. Additionally, you may contact your Account Manager, Brian Helphand, via email at bhelphand@badgermeter.com or by phone at 916-521-0390.

We appreciate the opportunity to continue to support your metering needs.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris D. Washington", with a stylized flourish at the end.

Christopher D. Washington
Assistant Secretary

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Badger Meter, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4545 W. Brown Deer Road

6 City, state, and ZIP code

Milwaukee, WI 53223

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 9 - 0 1 4 3 2 8 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

[Signature]

Date ►

May 19, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Approve the Staff Response to the Contra Costa County Civil Grand Jury FY 2019-2020 Report

MEETING DATE: August 17, 2020

EXECUTIVE SUMMARY

The Contra Costa County Civil Grand Jury issued one report for Fiscal Year 2019-2020 that required the City of Pittsburg's response. The report and response are attached herewith. They are: Grand Jury Report No. 2004, "Police Department Staffing."

FISCAL IMPACT

There is no fiscal impact to approve the City's response to the FY 2019-2020 Grand Jury Report

RECOMMENDATION

The City Council adopt the resolution approving the attached response to the Contra Costa County Civil Grand Jury Fiscal Year 2019-2020 Report.

BACKGROUND

Contra Costa County's Grand Jury consists of 19 citizens. A new Grand Jury is impaneled each year. Grand Jurors are officers of the court, and function as an independent body under the guidance of a Superior Court judge.

Apart from the investigations mandated by the California Penal Code, each county's Grand Jury decides what it will investigate. Investigations may be initiated in response to letters from citizens, newspaper articles and personal knowledge.

The Grand Jury issues its findings and recommendations in written reports. At least 12 members of the Grand Jury must approve each report. Within 60 to 90 days following the issuance of a report, officials responsible for matters addressed in the report must respond in writing to the supervising Judge.

SUBCOMMITTEE FINDINGS

This report was not presented to a Subcommittee.

STAFF ANALYSIS

The Contra Costa County Civil Grand Jury prepares and issues reports throughout their tenure on a Fiscal Year basis. The reports often, but not always, require responses from the City. The Grand Jury issued eight reports for Fiscal Year 2019-2020, one of which required a response from the City of Pittsburg

ATTACHMENTS: Grand Jury Report
 Grand Jury Response
 Resolution

Report Prepared By: Brian Addington, Chief of Police

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving the City of Pittsburgh's Response)
to the Contra Costa County Civil Grand Jury)
Fiscal Year 2019-2020 Report No. 2004 –)
"Police Department Staffing")

RESOLUTION NO. 20-

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the major function of the Contra Costa Grand Jury is to examine county and city government and special districts to determine if their duties are being lawfully carried out; and

WHEREAS, the Contra Costa County Civil Grand Jury prepares and issues reports throughout their tenure on a Fiscal Year basis. The reports often, but not always, require responses from the City. The Grand Jury issued eight reports for Fiscal Year 2019-2020, one of which required a response from the City of Pittsburgh.

WHEREAS, on May 15, 2020, the Contra Costa Grand Jury issued Report No. 2004 – "Police Department Staffing," with a list of findings and recommendations related to the impact on community policing services and personnel; and

WHEREAS, the City of Pittsburgh has prepared a response to the Contra Costa Grand Jury outlining staff's findings.

NOW, THEREFORE, the City Council RESOLVES as follows:

Section 1. The City Council finds and determines that the above recitals are true and correct and are incorporated herein.

Section 2. The City's response to the Contra Costa County Civil Grand Jury Report No. 2004 – "Police Department Staffing" is approved and accepted as complete.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 17th day of August 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**A REPORT BY
THE 2019-2020 CONTRA COSTA COUNTY CIVIL GRAND JURY**

725 Court Street
Martinez, California 94553

Report 2004

Police Department Staffing

Impact on Community Policing Services and Personnel

APPROVED BY THE GRAND JURY

Date May 15, 2020

Anne N. Granlund
ANNE N. GRANLUND

GRAND JURY FOREPERSON

ACCEPTED FOR FILING

Date MAY 15 2020

Anita Santos
ANITA SANTOS
JUDGE OF THE SUPERIOR COURT

Contact: Anne Granlund

Foreperson

(925) 608-2621

Contra Costa County Civil Grand Jury Report 2004

Police Department Staffing

Impact on Community Policing Services and Personnel

**TO: Contra Costa County Board of Supervisors
Contra Costa County Office of the Sheriff
City/Town Councils of: Antioch, Brentwood, Clayton, Concord,
Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga,
Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond,
San Pablo, San Ramon, Walnut Creek**

SUMMARY

Local government provides police services for the safety and protection of all residents. Community law enforcement in Contra Costa County (the County) is performed by the police department in each city and by the Contra Costa County Office of the Sheriff (the Sheriff) in unincorporated areas of the County. The Grand Jury investigated factors affecting police staffing in the County and the resulting impact on police services and personnel.

The Grand Jury compared staffing levels of sworn officers in each department to County and California state averages. The Grand Jury found that relatively low authorized sworn officer levels and ongoing unfilled officer positions contribute to mandatory officer overtime, reduced level of police services such as traffic enforcement and school resource officers, and longer response times.

The Grand Jury also investigated the challenges of recruiting, hiring, and retaining officers. Fewer applicants than in the past are applying to law enforcement due to different career expectations, the availability of less dangerous jobs, and negative perceptions of policing. Police agencies in the County compete for applicants and each agency conducts its own recruiting program. The process of hiring and training new officers is costly, time-consuming, and replicated by police departments in the County. A few cities with smaller police departments contract with the Sheriff for police services and do not need to manage the hiring and training process. These contract cities are often able to fill open positions faster than non-contract cities.

The Grand Jury recommends cities and towns in the County consider identifying funds to increase the number of authorized sworn officers to fill currently understaffed units. Cities and towns should also consider identifying funds that would allow their police departments to over-hire officer positions as a strategy for keeping departments fully staffed. Cities and towns should consider identifying funds to study the feasibility of a countywide screening process for police officer positions. Cities, towns, and the Sheriff should consider directing their police departments to apply for the Department of Justice Community Oriented Policing Services (COPS) grants to help fund additional officer positions. The Grand Jury also recommends the County consider identifying funds to develop a countywide outreach program to attract more applicants to police agencies in Contra Costa County.

METHODOLOGY

The Grand Jury used the following investigative methods:

- Interviewed city and County law enforcement personnel
- Reviewed staffing data from city and County law enforcement agencies
- Reviewed police staffing levels outside of Contra Costa County
- Reviewed response times from representative city and County law enforcement agencies
- Examined police officer hiring, recruiting, and retention for representative city and County law enforcement agencies

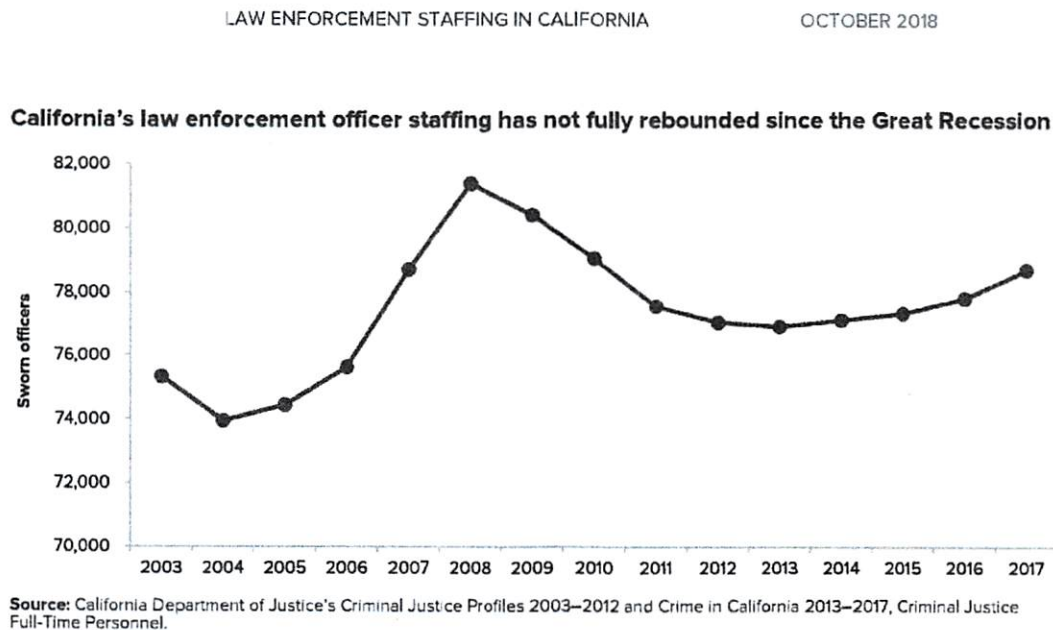
CONFLICT OF INTEREST DISCLAIMER

One or more jurors recused themselves from this investigation due to possible conflict of interest and did not participate in the investigation, preparation, or approval of this report.

BACKGROUND

Police staffing has been a well-documented challenge for communities across the United States over the past decade. In the years following the start of the Great Recession of 2008, cities and counties laid off or retired law enforcement personnel. Figure 1 shows the effect of the recession on California law enforcement staffing.

Figure 1. California Law Enforcement Staffing



As the economy improved, cities and counties resumed hiring law enforcement personnel; however, many city and county police agencies have not returned to their pre-recession staffing levels. Police staffing continues to be reported as an issue in the Bay Area.

This investigation examined issues affecting police staffing in Contra Costa County, including hiring, recruiting, and retention, and the resulting impact on community policing services and law enforcement personnel.

DISCUSSION

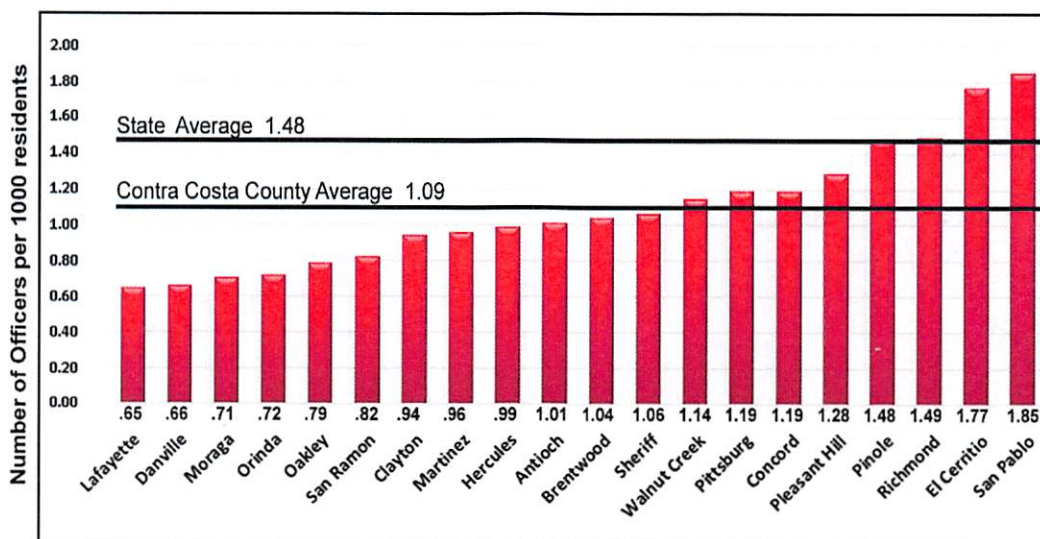
Contra Costa County residents rely on the police to ensure public safety, solve crime, and enforce the law. Police staffing in Contra Costa County affects community police services and the ability of police agencies to fulfill this mission. In analyzing staffing levels, the Grand Jury considered:

- The ratio of authorized sworn officers per 1,000 residents for every city police department in Contra Costa County
- Current number of unfilled sworn officer positions
- Time required to fill these vacancies
- Challenges in hiring and retention of qualified applicants

Staffing

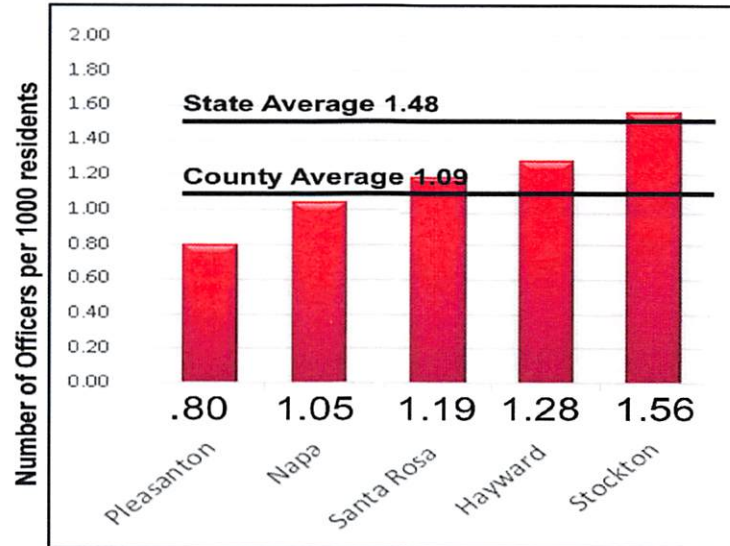
One method of assessing staffing levels is to compare staffing ratios, defined as the number of officers per 1,000 residents. Staffing ratios are useful in identifying cities that may be understaffed on a per capita basis. The ratios of authorized sworn officers per 1,000 residents for police agencies in Contra Costa County range from 0.65 to 1.85, with a County average (mean) of 1.09, as shown in Figure 2. The staffing ratio for the Sheriff reflects only patrol deputies serving the population in the unincorporated part of the County and omits those working in County jails. The Grand Jury compared these ratios to the estimated California state average ratio. According to one estimate from 2018, California had approximately 67,200 patrol officers in 2017; this number excludes officers working in county jails. About 87% of these officers were municipal police officers or county sheriff patrol officers. Using a 2017 estimated state population of 39.4 million, the average California staffing ratio was roughly 1.48 patrol officers per 1,000 residents. As shown in Figure 2, 15 cities and the Sheriff's Office are below the state average, one city is at the average, and 3 cities are above the average.

Figure 2. Authorized Police Staffing Ratios
(based on 2019 – 2020 data)



For comparison, Figure 3 shows the authorized staffing ratios of other cities in Northern California.

Figure 3. Authorized Staffing Ratios for Surrounding Cities
(based on FY 2019 – 2020 city budget data)



State and county staffing ratios are guidelines, but local factors, such as the number of service calls, crime level, and available budget, often determine staffing needs. Each city council approves an annual budget that funds, or authorizes, a certain number of officers. This funding includes wages, benefits, and other expenses. A police chief or the Sheriff must justify requests for additional positions to their governing authorities.

During the Great Recession of 2008, Contra Costa police departments reduced staffing, and some have not regained these positions as of 2019. State and Federal grants are available to supplement department funding. For example, local law enforcement agencies can apply to the U.S. Department of Justice Community Oriented Policing Services (COPS) Hiring Program, which offers funding for hiring additional officers.

Response Times

Police staffing levels can be assessed by examining response times - the time it takes an officer to respond when called. Response time is calculated from the first ring at the dispatch center to the time of the officer's arrival on the scene. This includes the time to answer the call, obtain necessary information, assess the priority of the call, dispatch the officer, and travel to the scene. For the selected representative cities surveyed, average response times varied from 4 minutes 25 seconds to 8 minutes 32 seconds for Priority 1 (emergency) calls. For these calls, a common goal for city police departments is a response time of 5 minutes or less. The response times for property crimes and

other nonviolent crimes can be longer, sometimes hours, depending on the number of available officers and the number of Priority 1 calls. Lower staffing levels are contributing to longer response times for Priority 1 calls for some police agencies. Response times also depend on the officer's location and distance from the scene when dispatched.

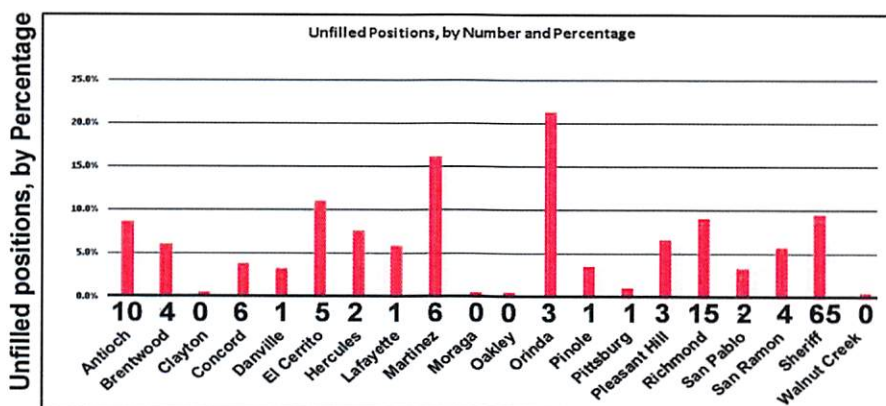
Unfilled Positions

Every police department except Clayton, Moraga, Oakley, and Walnut Creek had unfilled positions when surveyed. These vacancies are primarily a result of retirements, officers on leave, lateral transfers out of the department, and resignations. When authorized positions are not filled, departments reduce services and/or require officers to work overtime. Departments prioritize staffing for emergency response over less critical functions. The Grand Jury found that understaffed police agencies in the County have reduced or eliminated services in the following areas:

- School resource officers
- Traffic enforcement
- Resources allocated to property and nonviolent crimes
- Community outreach activities

Officers realize that overtime is sometimes a necessary part of the job. Some overtime is voluntary, which provides officers with an opportunity to earn extra pay, and some overtime is mandatory. Ongoing mandatory overtime can be a cause of stress for officers. Some police departments in the County have the approval to hire more positions than authorized as a strategy for addressing anticipated vacancies. This practice allows police departments to maintain authorized staffing levels and reduce mandatory overtime. Figure 4 shows both the number and percentage of unfilled authorized positions for police agencies in Contra Costa County.

Figure 4. Unfilled Sworn Officer Positions, by Number and Percentage
(based on 2019 – 2020 data)



Recruiting

Officer recruiting is an ongoing effort for police departments as there are not enough qualified applicants to replace retiring officers. Police departments face several challenges in recruiting applicants. Police incidents shared on social media have led to negative perceptions of policing. In recent times, the strength of the Bay Area economy and low unemployment rate offered less dangerous job opportunities at salaries competitive with law enforcement careers. Also, work/life balance is more important to applicants today than in the past and can be difficult to achieve with the long shifts and irregular hours often involved in police work.

Police departments use the following strategies for recruiting:

- Attending career fairs at high schools and junior colleges
- Posting on websites and social media
- Participating in community events
- Referrals from current staff

Police departments are recruiting from the same pool of applicants across the County and the greater Bay Area. Candidates apply to multiple agencies and often have individual preferences such as the size of the department, type of work schedule available, level of police action in the jurisdiction, and commute distance, which is often a disadvantage for police departments in areas with high housing costs.

Hiring Procedures

Most departments accept applications on an ongoing basis and begin the hiring process when they have an opening, although some agencies have specific application deadlines. The basic qualifications for hiring a sworn police officer or deputy sheriff include: a high school diploma (some college preferred), a California driver's license, United States citizenship or permanent residence, 21 years of age by the end of police academy training, no felony convictions, and successful completion of a Commission on Peace Officer Standards and Training (POST) authorized police academy.

After application, the screening process includes:

- Written exam
- Physical agility test
- Oral interview
- Completion of a POST personal history statement
- Polygraph
- Background investigation

- Conditional job offer
- Medical examination
- Psychological examination

After completing these steps, the applicant will enroll in a police academy and upon successful completion become a probationary police officer. The hiring standards are rigorous and up to 100 applicants may be screened to fill one vacant position. Despite this challenge, departments would rather have a shortage of officers than lower their hiring standards. The hiring process takes six to twelve months from application through completion of the academy. The long lead time for hiring contributes to the challenge of filling open officer positions. In addition, the process of recruiting, hiring, and training an officer incurs many costs, including application screening, interviews, background check, academy cost, salary during training, and equipment. The process is costly, extensive, and time-consuming for each department.

Danville, Lafayette, and Orinda contract with the Contra Costa County Office of the Sheriff for their police services. In these cities, the Sheriff's deputies serve as police officers according to the County's contract with each city. These cities rely on the resources of the Sheriff for their specialized needs such as Investigations, Special Weapons and Tactics, Canine Unit, Human Resources, and administrative overhead. They also rely on the Sheriff for recruiting, evaluation, and training.

When an opening for a police officer position becomes available, the city police chief notifies the Sheriff and the opening is posted. The Sheriff's Human Resources department handles the request, and the opening is filled within a few months with a fully qualified and trained officer. This process is one of the advantages of contracting with the Sheriff for police services. All the application and evaluation steps are handled by the Sheriff and not directly by the contracting city. Another advantage is that the Sheriff will replace an officer if a deputy is unable to work for an extended period due to disability, injury, medical leave, or family leave. The disadvantages for cities contracting with the Sheriff include some loss of local control over the management of their police department and officers' lack of continuity with the city due to the rotation of deputies. Contracting with the Sheriff may not be economically beneficial for larger police departments since economies of scale allow larger departments to spread the costs of administration and overhead.

Retention

There are two main challenges to retaining qualified officers. The first is losing officers to other police departments. Reasons officers leave a department include:

- Working closer to home
- Variety of assignments offered at a larger department
- Promotion opportunities at another department

- Amount of crime and policing activity in the jurisdiction
- Higher pay and/or better benefits at another department
- Signing bonus offered by another department
- Mandatory overtime and job stress
- Dissatisfaction with management or other organizational issues

The second challenge for retention is officer wellness, including physical, emotional, and financial health. Unhappy and stressed officers take extended time off, perform poorly on the job, and leave the job either voluntarily or involuntarily. In the past, officers were expected to hide their emotions and often buried their stress. Departments have responded with Employee Assistance Programs (EAPs), including confidential counseling with outside vendors, peer support, and programs to promote family wellness and healthy living. Typical EAPs provide emotional, mental, and physical health support services to employees and their families, and may include substance abuse treatment, relationship counseling, and financial advice. Officers are using these services and departments consider them a positive contribution to retaining qualified officers.

FINDINGS

- F1. Low officer staffing ratios and/or unfilled officer positions present challenges in maintaining police services.
- F2. Low officer staffing ratios and/or unfilled officer positions have resulted in reducing or eliminating staffing of traffic units, school resource officers, community outreach, or other police services.
- F3. Due to low officer staffing ratios and/or unfilled officer positions, officers are often required to put in mandatory overtime to cover critical services.
- F4. Mandatory overtime can lead to officer stress, which creates retention challenges.
- F5. Low officer staffing ratios and/or unfilled officer positions may contribute to increased average response times for Priority 1 (emergency) calls.
- F6. Recruiting officers is challenging due to fewer applicants who meet the required hiring standards and complete the rigorous testing process.
- F7. Negative perceptions of policing and the availability of less dangerous job opportunities contribute to fewer applicants for law enforcement positions.
- F8. Each Contra Costa police agency (except those that contract with the Sheriff's Office) conducts its own recruiting program to attract potential applicants.
- F9. The process of hiring and training new officers takes an extensive amount of time and resources to complete.

- F10. Each Contra Costa police agency (except those that contract with the Sheriff's Office) manages its own screening process for police officer positions, resulting in a replication of efforts across the County.
- F11. Contra Costa cities that contract with the Sheriff for police services are generally able to fill vacancies faster than non-contract cities.
- F12. Recruits and young officers have different expectations than in the past regarding work/life balance.
- F13. Recruits and young officers' expectations about work/life balance contribute to the challenges of officer recruiting and retention.
- F14. Wellness and Employee Assistance Programs offered by Contra Costa police agencies aid retention of police officers.

RECOMMENDATIONS

Note: The Grand Jury conducted the majority of its investigation before Contra Costa County and the State of California issued shelter-in-place orders. The Jury recognizes that County departments, agencies, and cities are currently addressing COVID-19 related matters and the Jury has adjusted implementation dates in the recommendations accordingly.

- R1. The Board of Supervisors should consider identifying funds to develop a countywide outreach program to attract more applicants to police agencies in Contra Costa County, by June 30, 2021.
- R2. The City/Town Councils of Antioch, Brentwood, Clayton, Concord, El Cerrito, Hercules, Martinez, Moraga, Oakley, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds to study the cost/benefit of a countywide screening process for police officer positions, to avoid replication of these steps while allowing each city police department to select and evaluate candidates, by June 30, 2021.
- R3. The Sheriff, and the City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider directing their police departments to apply annually, or when offered in 2021, to the Department of Justice COPS Hiring Program, which provides funding for hiring additional officers, by June 30, 2021.

- R4. The City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds to increase the number of authorized sworn officers to fill understaffed units, such as traffic patrol and school resource officers, by June 30, 2021.
- R5. The City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds that would permit their police departments to over-hire officer positions as a strategy for keeping departments fully staffed, by June 30, 2021.

REQUIRED RESPONSES

	Findings	Recommendations
Contra Costa County Board of Supervisors	F6,F7,F8	R1
Contra Costa County Sheriff	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F11, F12,F13,F14	R3
City of Antioch	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of Brentwood	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of Clayton	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of Concord	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
Town of Danville	F1,F2,F3,F4,F5,F6 F7,F9,F11,F12, F13, F14	R3,R4,R5
City of El Cerrito	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of Hercules	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of Lafayette	F1,F2,F3,F4,F5,F6 F7,F9,F11,F12, F13, F14	R3,R4,R5
City of Martinez	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
Town of Moraga	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of Oakley	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5

City of Orinda	F1,F2,F3,F4,F5,F6 F7,F9,F11,F12, F13, F14	R3,R4,R5
City of Pinole	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of Pittsburg	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of Pleasant Hill	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of Richmond	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of San Pablo	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of San Ramon	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5
City of Walnut Creek	F1,F2,F3,F4,F5,F6 F7,F8,F9,F10,F12, F13,F14	R2,R3,R4,R5

These responses must be provided in the format and by the date set forth in the cover letter that accompanies this report. An electronic copy of these responses in the form of a Word document should be sent by e-mail to ctadmin@contracosta.courts.ca.gov and a hard (paper) copy should be sent to:

Civil Grand Jury – Foreperson
725 Court Street
P.O. Box 431
Martinez, CA 94553-0091

**City of Pittsburg
City Manager's Office
65 Civic Avenue
Pittsburg, CA 94565**

August 17, 2020

By U.S. Mail and Email

Ms. Anne N. Granlund, Foreperson
Contra Costa County Civil Grand Jury, 2019-2020
P. O. Box 431
Martinez, CA 94553
(ctadmin@contracosta.courts.ca.gov)

**RE: City of Pittsburg Response to May 2020 Grand Jury Report No. 2004,
"Police Department Staffing"**

Dear Ms. Granlund:

This letter serves as the City of Pittsburg's response to the Contra Costa Grand Jury's findings and recommendations set forth in Report No. 2004, entitled "Police Department Staffing." This report was received by the City of Pittsburg on May 27, 2020, and I was directed to submit the response for the City of Pittsburg. For each response, please note that the City of Pittsburg does not speak to the staffing, practices, or needs of other agencies.

I. FINDINGS

Finding No. 1: "Low officer staffing ratios and/or unfilled positions present challenges in maintaining police services."

Response: The City of Pittsburg agrees with this finding.

Finding No. 2: "Low officer staffing ratios and/or unfilled officer positions have resulted in reducing or eliminating staffing of traffic units, school resource officers, community outreach, or other police services."

Response: The City of Pittsburg agrees with this finding.

Finding No. 3: "Due to low officer staffing ratios and/or unfilled officer positions, officers are often required to put in mandatory overtime to cover critical services."

Response: The City of Pittsburg agrees with this finding.

Finding No. 4: "Mandatory overtime can lead to officer stress, which creates retention challenges."

Response: The City of Pittsburg agrees with this finding.

Finding No. 5: "Low officer staffing ratios and/or unfilled officer positions may contribute to increased average response times for Priority 1 (emergency) calls."

Response: The City of Pittsburg agrees with this finding.

Finding No. 6: "Recruiting officers is challenging due to fewer applicants who meet the required hiring standards and complete the rigorous testing process."

Response: The City of Pittsburg agrees with this finding.

Finding No. 7: "Negative perceptions of policing and the availability of less dangerous job opportunities contribute to fewer applicants for law enforcement positions."

Response: The City of Pittsburg agrees with this finding.

Finding No. 8: "Each Contra Costa police agency (except those that contract with the Sheriff's Office) conducts its own recruiting program to attract potential applicants."

Response: The City of Pittsburg agrees with this finding.

Finding No. 9: "The process of hiring and training new officers takes an extensive amount of time and resources to complete."

Response: The City of Pittsburg agrees with this finding.

Finding No. 10: "Each Contra Costa police agency (except those that contract with the Sheriff's Office) manages its own screening process for police officer positions, resulting in a replication of efforts across the County."

Response: The City of Pittsburg agrees with this finding. However, the City of Pittsburg cannot speak to the specific hiring practices of other municipalities.

Finding No. 11: "Contra Costa cities that contract with the Sheriff for police services are generally able to fill vacancies faster than non-contract cities."

Response: The City of Pittsburg neither agrees nor disagrees with this finding, because the City of Pittsburg is not aware of the specific contract requirements or provisions for police services provided by the Sheriff's Office.

Finding No. 12: "Recruits and young officers have different expectations than in the past regarding work/life balance."

Response: The City of Pittsburg agrees with this finding.

Finding No. 13: "Recruits and young officers' expectations about work/life balance contribute to the challenges of officer recruiting and retention."

Response: The City of Pittsburg agrees with this finding.

Finding No. 14: "Wellness and Employee Assistance Programs offered by Contra Costa police agencies aid retention of police officers."

Response: The City of Pittsburg agrees with this finding.

II. RECOMMENDATIONS

Recommendation No. 2: "The City/Town Councils of Antioch, Brentwood, Clayton, Concord, El Cerrito, Hercules, Martinez, Moraga, Oakley, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds to study the cost/benefit of a countywide screening process for police officer positions, to avoid replication of these steps while allowing each city police department to select and evaluate candidates, by June 30, 2021."

Response: The recommendation will not be implemented because it is not reasonable.

Each law enforcement agency has unique standards and community expectations. A homogenous approach to applicant screening would disenfranchise the individual needs of communities within our diverse county. The City of Pittsburg cannot speak to the needs of other agencies.

Recommendation No. 3: "The Sheriff, and the City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider directing their police departments to apply annually, or when offered in 2021, to the Department of Justice COPS Hiring Program, which provides funding for hiring additional officers, by June 30, 2021."

Response: The recommendation requires further analysis. The scope, parameters, and time frame of this analysis are dependent on the duration and severity of the economic hardships created by the COVID-19 pandemic.

This recommendation has been implemented in the past and has been sought in the 2021 offering. During each application period, the City of Pittsburg reviews our internal staffing levels to meet current budgetary constraints and community expectations. The Pittsburg City Council is currently analyzing this as they carefully balance the needs of the community against the limited financial resources of the City. The City of Pittsburg cannot speak to the needs of other agencies.

Recommendation No. 4: "The City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek

should consider identifying funds to increase the number of authorized sworn officers to fill understaffed units, such as traffic patrol and school resource officers, by June 30, 2021.”

Response: The recommendation requires further analysis. The scope, parameters, and time frame of this analysis are dependent on the duration and severity of the economic hardships created by the COVID-19 pandemic.

Further analysis is needed to review The City of Pittsburg's internal staffing levels to meet current budgetary constraints and community expectations. The Pittsburg City Council is currently analyzing this as they carefully balance the needs of the community against the limited financial resources of the City. The City of Pittsburg cannot speak to the needs of other agencies.

Recommendation No. 5: “The City/Town Councils of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek should consider identifying funds that would permit their police departments to over-hire officer positions as a strategy for keeping departments fully staffed, by June 30, 2021.

Response: The recommendation will not be implemented because it is not reasonable.

The City of Pittsburg currently budgets accordingly to ensure the Police Department staffing levels remain at near the budgeted number. The City of Pittsburg cannot speak to the needs of other agencies.

Pittsburg Police Chief Brian Addington is available to answer any questions or provide any additional information concerning the above responses. You may reach him at (925) 252-4987 or by email at baddington@ci.pittsburg.ca.us.

Sincerely,

Garrett Evans
City Manager



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize City Manager to Extend Contract with International Dioxide for Water Treatment Plant Chemical Supply – Sodium Chlorite

MEETING DATE: August 17, 2020

EXECUTIVE SUMMARY

The Public Works Department is responsible for the maintenance and operation of the City's Water Treatment Plant and solicits bids for necessary chemical supplies. The existing contract for Sodium Chlorite expired on June 30, 2020. If approved, the resolution will authorize a one-year extension with the vendor International Dioxide, Inc. with no changes to the current contract pricing or terms.

FISCAL IMPACT

None from this action. Funding for water treatment chemical supply was approved by the City Council as part of the City's Operating Budget for Fiscal Year 2020-21. No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution and authorize extension of the City's contract with International Dioxide, Inc. in the amount of \$85,000 for Sodium Chlorite for a period of one year.

BACKGROUND

The Water Treatment Plant provides management, operation and maintenance of the City's 32 million gallon per day water treatment plant, eight distribution reservoirs, nine pumping stations and two wells, to reliably provide adequate supplies of highest quality drinking water that meets or exceeds all federal and state requirements. Chemicals such as Sodium Chlorite are necessary for the water treatment process to provide drinking water to customers.

In June 2019, the City entered into a contract with International Dioxide, Inc. for Sodium Chlorite, with an option to extend the contract for a period of one year. The current contract expired on June 30, 2020. International Dioxide has agreed to maintain the cost at \$0.658/lb (\$1,316/liquid ton) for a one-year contract extension, approximately \$85,000 for the year.

SUBCOMMITTEE FINDINGS

This item was not brought before a subcommittee.

STAFF ANALYSIS

Staff recommends the City Council authorize the City Manager to execute an extension of the existing contract with International Dioxide, Inc in the amount of \$85,000, for a period of one year, for purchase of Sodium Chlorite. The Water Treatment Plant Chemical Supply- Sodium Chlorite purchase is included in the Water Operating budget for Fiscal Year 2020/21. No new funds are requested.

ATTACHMENTS: Resolution
 RFQ / Contract
 Memo

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst I

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adopting Resolution Authorizing the City	)	
Manager to Extend Contract with	)	RESOLUTION NO. 20-
International Dioxide for the Water	)	
Treatment Chemical Supply- Sodium	)	
Chlorite	)	

The Pittsburgh City Council FINDS AND DETERMINES as follows:

WHEREAS, the Public Works Department is responsible to operate and maintain the City's Water Treatment Plant; and,

WHEREAS, Sodium Chlorite is an essential chemical to treat and provide drinking water to the residents of Pittsburgh; and

WHEREAS, the City entered into a contract for purchase of Sodium Chlorite with International Dioxide Inc, June, 2019, with an option to extend the contract; and

WHEREAS, International Dioxide, Inc. has extended current contract pricing for Sodium Chlorite to the City for one year; and

WHEREAS, staff recommends the City extend the existing contract with International Dioxide, Inc. for one year for the purchase of this material necessary for treatment of the City's drinking water; and

WHEREAS, sufficient funds to accommodate the purchase are available in the Fiscal Year 2020/21 Water Operations budget.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute an extension to the current contract and execute a Purchase Order with International Dioxide, Inc. in the amount of \$85,000 for Sodium Chlorite Chemical Supply for Fiscal Year 2020-2021.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 17th day of August 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



City of Pittsburg
California

65 Civic Avenue, Pittsburg, CA 94565

www.ci.pittsburg.ca.us

REQUEST FOR QUOTE

WATER TREATMENT PLANT CHEMICALS

FOR THE

City of Pittsburg

RFQ # WTC062019

July 1, 2019 through June 30, 2020

QUOTATION DUE
THURSDAY, JUNE 20, 2019
2:00 P.M.

1.0 GENERAL INFORMATION

1.1 Introduction

The City of Pittsburg is soliciting bids for bulk chemicals for their Water Treatment Plant for the period July 1, 2019 through June 30, 2020. The chemicals shall be delivered and invoiced to the City. The bid chemicals are listed on **Attachment A**. On Attachment A the estimated amounts of each chemical is required by the city.

To be considered for award, all products provided must comply with all applicable Federal and State of California drinking water laws and regulations and meet or exceed all terms and conditions stated herein. This Request for Quote (RFQ) is not a contract, and the City reserve the right to award multiple bids, and/or accept or reject any and all bids or parts thereof. In this RFQ, the terms "Proposer", "Contractor", "Vendor" and "Bidder" are all used interchangeably, as are the terms "proposal", "quote" and "bid" and the terms City. All quotes must be submitted in the manner prescribed in Section 3, Instructions to Bidders. All materials and documents submitted will become the property of the City. The bid shall be valid and binding upon the Vendor and shall be firm and irrevocable for a period of ninety (90) days from the closing date.

1.2 Bid Submittal Time and Date

All bids must be received in a sealed envelope addressed to the:

City Clerk
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

no later than **2:00 P.M., Thursday, June 20, 2019**. The outside of the envelope should be clearly marked, **RFQ# WTC062019**, Water Treatment Chemicals. The City will not accept any bid received after this date and time. **Late, telephone or faxed bids will not be accepted.**

1.3 Contact Person (for questions regarding this RFQ):

Name:	Jason Moser
Phone:	(925) 252-6997
Email:	jmoser@ci.pittsburg.ca.us

1.4 Public Bid Opening

Date/Time:	<u>June 20, 2019 @ 2:00 P.M.</u>
Place:	City of Pittsburg City Hall, First Floor
Address:	65 Civic Avenue
City/State:	Pittsburg, CA 94565

All bid openings shall be conducted in a public setting and are open to anyone interested in attending. The bids will be opened and read aloud at the time and place stated above.

2.0 TERMS AND CONDITIONS

2.1 Compensation

The Vendor agrees to accept the bid price submitted as full compensation for furnishing all the materials and for doing all the work contemplated and embraced in the order, and for all loss or damage arising out of the nature of the work aforesaid; or from the action of all elements, or from any unforeseen difficulties or obstructions, which may arise or be encountered in the prosecution of work until its acceptance by the City; and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner according to the requirements of the City inspections.

2.2 Indemnification

The Vendor shall indemnify, defend and hold harmless the City against and from any and all claims or suits for damages or injury arising from Vendor's performance of any agreement derivative of this RFQ; or from any activity, work, or thing done, permitted or suffered by Vendor in conjunction with the performance of that contract; and shall further indemnify, defend and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Vendor; and against and from all costs, attorney's fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

2.3 Laws to be Observed

The Vendor shall keep fully informed of and shall comply with all existing and future County, State and Federal laws and all municipal ordinances and regulations of the city which in any manner affect those engaged, or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

2.4 Contractor's Licensing Laws

Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All Bidders and Contractors shall be licensed in accordance with the laws of the State of California and any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws.

2.5 Permits or Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

2.6 Termination for Default

If Contractor shall breach any provision hereof, or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceeding or make an assignment for the benefit of creditors, the City shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate any resultant contract of this RFQ by written notice to Contractor whereupon the City shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to the City for all costs incurred by the City in completing or procuring the completion of performance in excess of the specified bid/contract price. The City's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance or course of dealing.

2.7 Taxes

Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of resultant contract; and Contractor shall indemnify and hold harmless the City from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.

2.8 Safety and Environmental Issues

All equipment, materials and labor shall comply with all Federal, State and local transportation, safety and environmental laws and regulation.

2.9 Attorney's Fees

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of any contract, the parties agree that a court of competent jurisdiction may determine and fix a reasonable attorney's fee to be paid the prevailing party.

2.10 Cancellation

The City may cancel a contract, without cause, at any time for any reason, by way of a 30-day written notice.

2.11 Assignment

The City is entering into any derivative agreement in consideration of the rendition of the services required herein of Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set forth in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

2.12 Equivalent Items.

Whenever in this RFQ an item specification is defined by using a trade or brand name of a manufacturer and/or model number, it is intended that the words, “desirable and/or equivalent” apply. This means any other brand specifications that are equal or comparable in use, quality and performance. For any particular material, process and/or equipment indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and or equipment desired by the City. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturer’s names, drawing, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing quality levels. Bidders may propose equipment equivalent to or surpassing these specifications for consideration by the cities. For equipment or supplies of substantive difference to be considered, the vendor must state and describe specifically how it differs from the item specifications as described in the RFQ through use of the attached “Specifications Deviation Form” (**Attachment B**).

3.0 INSTRUCTIONS TO BIDDERS

3.1 Bid Worksheet

Bids shall be submitted only on the Water Treatment Chemicals Bid Worksheet herein provided or an exact copy thereof. Any bid submitted without the Bid Worksheet will be deemed non-responsive and not considered. The failure of the bidder to complete the Bid Worksheet in its entirety will result in the rejection of the entire bid. If the bidder is unable to bid on any of the listed items, “**NO BID**” must be indicated and entered on the Worksheet in the cost per unit column.

3.2 Unit Cost

Unit cost(s), based on the estimated quantities of chemicals to be delivered, are to be shown in the spaces provided on the Water Treatment Chemicals Bid Worksheet. **These prices will remain in effect for the period of the contract, July 1, 2019 to June 30, 2020.**

3.3 Execution

All information, prices, notations, signatures and corrections must be in ink or typewritten. Mistakes may be crossed out with a single line through the error and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the bid. Bids shall be fully executed and signed clearly and legibly in ink. Prices shall be printed in numeric form (i.e., \$243.00).

3.4 Signatures

To be considered for award, the Quote shall be signed by a duly authorized officer or agent of the firm:

- Firms organized as partnerships shall bear the signature and title of a full partner
- Corporations shall bear the signature and title of an officer authorized to bind the firm and the corporate seal
- Firms organized as joint ventures shall bear the signature and title of a principle.

3.5 Sealed Envelope

A sealed envelope should be used to return the bid to the City of Pittsburgh. The envelope should be clearly labeled: **"Water Treatment Chemical Bid, RFQ#: WTC062019"**.

It is the sole responsibility of the Bidder to ensure that the Bid is received in the designated place by the stipulated date and time.

3.6 Terms of Bid

Bids shall be valid and binding upon the Bidder and irrevocable for ninety (90) days. However, a City may award the bid to another bidder or may call for new bids, if the apparent low bidder fails or refuses to execute a contract or provide the specified materials and/or services in a timely fashion and in a manner acceptable to the City in its sole discretion.

The term of the chemical supply contract is one year commencing on **July 1, 2019** and ending on **June 30, 2020**, with option to renew for the succeeding year through mutual agreement of both parties. The successful bidder shall guarantee the bid prices for the duration of the contract.

3.7 Local Vendor Preference

A one percent (1%) preference for local vendors is available on all qualifying purchases made by the City of Pittsburgh. To qualify for this preference, the purchase must be subject to sales tax collection. Additionally, the purchase order or contract must be issued to a business located in Pittsburgh, California and possessing a City of Pittsburgh business license.

4.0 SPECIAL REQUIREMENTS

4.1 Insurance Requirements

The successful Vendor will be required, for the life of the agreement, to carry and pay for the cost of any and all types of insurance that may be applicable. After award and prior to commencement of work, the Vendor will be required to submit the insurance certificates.

- Without limiting the foregoing in any way, Vendor shall carry Commercial Comprehensive Automobile Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit Bodily Injury and Property Damage Coverage. Coverage should include owned and non-owned vehicles used in connection with this RFQ.
- Vendor shall carry Commercial General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence.

- If Vendor employs licensed professional staff in providing these services, Vendor shall carry Professional Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence.
- Vendor, and all subcontractors under his direction, shall obtain and maintain, during the life of the agreement, Worker's Compensation Insurance, covering all of its employees on the project as required by the California Labor Code.

For all insurance provided above, policies shall provide that the same cannot be canceled or modified except upon thirty (30) days written notice to the City. Except for Worker's Compensation, all insurance provided above shall name the City and Contra Costa County and officers, agents and employees as additional insured and shall include cross liability in favor of the City. The City certificate shall be delivered to:

City of Pittsburg
Jason Moser
Water Plant Superintendent
65 Civic Avenue
Pittsburg, CA 94565

5.0 AWARD OF CONTRACT

5.1 General

The intent of the City is to award the respective contract to the lowest responsible Bidder. However, award may be made to the Vendor offering the services/supplies deemed to be to the overall best advantage of the City. The City shall be the sole judge in making such determination and reserves the right to accept or reject any and all bids and to make multiple awards. It is anticipated that award will be made the **fourth week of June 2019**, though circumstances in City may result in later award.

5.2 Agreement/Contract

Submission of a signed bid constitutes agreement to all the terms and conditions of this RFQ. Vendor's signed quote and a City written acceptance or Purchase Order shall constitute a contract in the absence of a formal contract document. The City may require execution of its standard contract within fifteen (15) days of project award. The conditions and specifications contained within this RFQ are binding with respect to any agreement between the Vendor and City. The agreement/contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California. Sample contracts from the City are available on request.

6.0 RESPONSIBILITY OF THE BIDDER

6.1 Bid Price

The bid unit price submitted shall include all supervision, services, deliveries, supplies, equipment, labor, permits, insurance, fuel and other incidental items necessary to provide material or perform work as specified. In addition, the bid price will remain in

effect for the duration of the contract. Fuel and other surcharges for the contract period are specifically prohibited and will not be considered.

6.2 Chemical Orders

Authorized City WTP personnel will telephone and/or email all chemical delivery requests on an as needed basis. The selected vendor will be responsible for providing a contact name and telephone number and/or email address for each City's staff to place orders. Vendors will be responsible for providing a packing slip/bill of lading for each chemical at the time of delivery. Packing slips/bills of lading must indicate: delivery date, material description, quantity, and City purchase order number. All Vendors shall provide a firm delivery date to WTP staff within twenty-four (24) hours of receipt of order from WTP staff.

6.3 Guarantee

All Vendors providing water treatment chemicals shall guarantee that the chemicals provided meet the minimum requirements set forth herein. A certificate of analysis shall accompany each delivery. For any chemical delivered not meeting these specifications, as determined solely by each City, the Vendor shall, at his exclusive expense, make whatever corrections are necessary and deliver the specified product within four (4) calendar days of any such failure.

6.4 Deliveries

The vendor shall deliver chemicals within the time and in the manner specified. Chemicals shall be delivered within seven (7) calendar days from date of order placed by WTP. Deliveries shall be made to the following location:

City of Pittsburg
Water Treatment Plant
300 Olympia Drive
Pittsburg, CA 94565

Deliveries shall be made during regular operating hours (Monday through Friday, 7:00 A.M. – 3:30 P.M.) unless otherwise specified. Vendors are responsible for delivering on the date requested and confirmed, without exception. **If, at any time, the vendor has reason to believe that delivery will not be made, as ordered and confirmed, immediate notification of the anticipated delay must be given to the City.**

6.5 Documentation

Each chemical bid must be submitted with appropriate MSDS sheets and **verification of compliance with NSF 60 and applicable AWWA/ANSI Standard**. Chemicals not meeting these standards will not be considered.

Prior to acceptance for the contract period, all chemicals bid must have been plant tested at the City's WTP. Plant testing requirements can be met if a vendor has previously submitted samples for in-plant testing or has been previously awarded a contract and supplied the specific chemical for which they are bidding.

6.6 Invoices

Invoices submitted by the vendor for payment must reflect the established purchase order number and date of delivery. A Bill of Lading signed by WTP staff or other documentation substantiating successful delivery of material shall be submitted with the invoice. Invoices received contrary to this policy will be returned to the vendor. Invoices for each City shall be mailed to the following addresses:

City of Pittsburg
Accounts Payable
65 Civic Avenue
Pittsburg, CA 94565

6.7 Business License

The successful bidder will be required to obtain a City of Pittsburg business license. Section 5.04.050 of the Pittsburg Municipal Code states in part: "It is unlawful for a person to transact and carry on business, trade, profession, calling or occupation in the city without a license from the City...". Proof of license must be shown to the City prior to the commencement of any of the services described in this RFQ. For information regarding a business license, please call (925) 252-4955.

7.0 STATEMENT OF WORK SPECIFICATIONS

7.1 General

The bid estimates and/or descriptions on the Bid Worksheet and Attachment A set forth the requirements for specified chemicals. The quantities listed are based on prior usage. Although listed quantities are a general indication of amounts to be used, the City does not guarantee purchase of any quantities listed.

8.0 CODE OF BEHAVIOR

Vendor personnel responsible for delivering chemicals to the Water Plant shall adhere to the following code of behavior:

- On arrival, they shall immediately report to WTP staff
- They shall conduct themselves in a proper and efficient manner at all times and cause the least possible disruption to WTP staff and operations during delivery
- They shall be trained and licensed (properly endorsed) to drive and operate equipment necessary to deliver the specified chemicals; valid driver's licenses for delivery drivers are required to be on file with the City WTP prior to delivery, and copies can be scanned and emailed to jmoser@ci.pittsburg.ca.us
- They shall be neat and clean, and dressed consistent with the City's dress code.

- They shall take all reasonable action concerning the care of City property in all operations and immediately report any damage to WTP staff.
- They shall abide by all applicable safety regulations for the protection of themselves and City employees; they shall wear appropriate personal protective equipment as required by Federal, State, County and City regulations.
- They shall report all observed unsafe and hazardous conditions to WTP staff immediately.

**ATTACHMENT “A”
City of Pittsburgh**

**WTP CHEMICALS
RFQ# WTC062019**

I t e m	Chemical	Estimated Annual Quantity	Delivery Method/ Container	Minimum Delivery Amount	AWWA/ANSI Std
1	Sodium Chlorite	68 tons	Bulk Tanker	4500 Gal	B200

BID WORKSHEET, WATER TREATMENT CHEMICALS

July 1, 2019 through June 30, 2020

Bid No. WTC062019, Due June 20, 2019 at 2:00 p.m.

The Undersigned, as bidder, declares that the only person or parties interested in this RFQ as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that bidder and/or agent has carefully examined the location of the proposed work above described; that bidder and/or agent has examined the plans, terms and conditions and specifications therefore and is familiar with all requirements; that bidder and/or agent has examined this Form and the provisions incorporated by reference herein; and bidder and/or agent hereby proposes, and agrees to the Contract apparatus, and other means of construction, and to do all the work and furnish all the materials in accordance with the scope of work in the time stated herein, for the unit price and/or lump sum price as listed below.

Vendors are not required to bid on all items. Bid only on the items you can supply. Enter "NO BID" on those chemicals not bid. All prices shall be F.O.B. Jobsite for each City. All chemicals must be **NSF60 approved**, and comply with the **current applicable AWWA/ANSI Standard** (see Attachment A). Separate bids for sodium hypochlorite delivery quantities are acceptable please label short loads as SL. *The quantities listed are estimates. The City will pay only for actual material received and accepted at the unit prices submitted.*

<u>Quantity</u>	<u>Description</u>	<u>Cost per Ton</u>
Up to 68 Tons	Sodium Chlorite (Bulk)	\$ <u>1,316.-</u> / Ton

Note: All values are dollars per ton. Prices do not include any applicable sales tax.
Upon receipt, order will be delivered within 3-5 working days.

Company Name: International Dioxide, Inc.
Address: 40 Whitecap Drive
Prepared By: Thomas M. Dwyer Title: Chlorine Dioxide Business Director
Signature: Thomas M. Dwyer Printed: Thomas M. Dwyer
Telephone: 401-295-8800 Fax: 401-295-7108

NOTE: Failure to submit this Bid Worksheet will result in rejection of the bid

ATTACHMENT B

Bid No. WTC062019, Due June 20, 2019 at 2:00 p.m.

Return with bid.

Specification Deviation Form

If no deviation state "no deviation" on form

	<u>Specified material</u>	<u>Substitute material</u>	<u>Substitution Basis</u>
1.	NO DEVIATION		
2.			

Additional charges:

If no additional charges state "no additional charges" on form

<u>Chemical</u>	<u>charge basis (per ton or...)</u>
NO ADDITIONAL CHARGES	

If more space than this sheet is needed, make copies of this page and fill out with the additional information.

Company Name: International Dioxide, Inc.
Address: 40 Whitecap Drive, North Kingstown, RI 02852
Prepared By: Thomas M. Dwyer Title: Chlorine Dioxide Business Director
Signature: Thomas M. Dwyer Printed: Thomas M. Dwyer
Telephone: 401-295-8800 Fax: 401-295-7108

NOTE: Failure to submit this Bid Worksheet will result in rejection of the bid



Customer Service Information Sheet

For Placement of Orders:

E-mail: IDI.CS@ercoworldwide.com
Telephone: 1-800-477-6081 or 1-401-295-3650
Fax: 1-401-295-7108

Mailing Address:

40 Whitecap Drive
North Kingstown, RI 02852

Hours of Operation:

Monday through Friday: 8:30 AM – 5:00 PM EST

Check Mailing Remittance Address:

International Dioxide Inc
29642 Network Place
Chicago, IL 60673-1296

WIRE REMITTANCE:

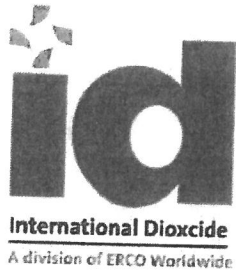
Bank Routing and Transit Number: 021000021
Account#: 222710235
SWIFT Code: CHASUS33
City and State: New York, New York

ACH REMITTANCE:

Bank Routing and Transit Number: 071000013 (IL)
Account#: 222710235
SWIFT Code: CHASUS33

Business Contact:

Thomas M. Dwyer
Phone 401-295-3623
E-mail: Thomas.Dwyer@ercoworldwide.com
WEB: IDICIO2.com



May 18, 2020

Mr. Jason Moser
City of Pittsburg, CA
65 Civic Avenue
Pittsburg, CA 94565

Re: Water Treatment Chemicals - RFQ WTC 053018 – Renewal Proposal

Dear Jason,

International Dioxide, Inc. (IDI) currently has an annual supply contract with the City of Pittsburg for liquid Sodium Chlorite until July 1st, 2020 at a price of \$ 0.658/lb (\$1,316/Liquid ton). Under section 3 part 6 of the above mentioned RFQ, there is an option to extend the supply term, if the terms and conditions are agreeable to both parties. IDI would like to propose an extension to the current contract at the current price.

Price: \$ 0.658/lb (\$ 1,316/Liquid ton)

We do hope that the City of Pittsburg will come to agreement with this proposal and look forward to another year of providing you with Sodium Chlorite.

Thank you for giving us this opportunity.

Regards,

Thomas M. Dwyer
Chlorine Dioxide Business Director

International Dioxide, Inc.	40 Whitecap Drive North Kingstown, RI 02852	Tel: 401-295-8800 Fax: 401-295-7108	Web: www.idiclo2.com www.ercoworldwide.com
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**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Designating a Voting Delegate at the League of California Cities Annual Conference in October 2020

MEETING DATE:

EXECUTIVE SUMMARY

The League of California Cities requests the City Council act no later than August 31, 2020 to appoint a voting delegate for the City of Pittsburg at their Annual Conference to be held October 7 - 9, 2020 in Long Beach, California.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Adopt the attached Resolution designating Council Member Shanelle Scales-Preston as the City of Pittsburg's voting delegate at the League of California Cities Annual Conference in October 2020.

BACKGROUND

In order to vote at the League of California Cities 2020 Annual Conference Annual Business Meeting in Long Beach, California, voting delegates and alternates must be designated by the City Council. Attached is a copy of the notice received from the League of California Cities.

SUBCOMMITTEE FINDINGS

This item was not submitted to a subcommittee.

STAFF ANALYSIS

Council Member Scales-Preston is fully registered to attend the League of California Cities Annual Conference this year. Therefore, pursuant to the League of California Cities request, it is recommended that Council Member Scales-Preston be designated as the City of Pittsburg's voting delegate.

ATTACHMENTS:

Resolution

League of California Cities Memo

Report Prepared By:

Amanda J. McVey, Deputy City Clerk

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adoption of a City Council Resolution)
Designating a Voting Delegate at the)
League of California Cities Annual)
Conference in Long Beach, California)
October 7-9, 2020)

RESOLUTION NO. 20-

The City Council of the City of Pittsburg FINDS AND DETERMINES as follows:

WHEREAS, in order to vote at the League of California Cities 2020 Annual Conference Annual Business Meeting in Long Beach, California, voting delegates and alternates must be designated by the City Council; and

WHEREAS, Member Shanelle Scales-Preston is registered to attend the League of California Cities 2020 Annual Conference and Annual Business Meeting and should therefore be appointed the City of Pittsburg's voting delegate and alternate.

NOW, THEREFORE, the City Council of the City of Pittsburg, California, DOES RESOLVE as follows:

Section 1. Findings

- A. The recitals set forth are true and correct statements.
- B. Council Member Shanelle Scales-Preston is hereby appointed the City of Pittsburg's voting delegate at the League of California Cities 2020 Annual Conference and Annual Business Meeting in Long Beach.

PASSED AND ADOPTED by the City Council of the City of Pittsburg, at a regular meeting on the 17th day of August 2020, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST:

Alice E. Evenson, City Clerk



Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Receive and File the Treasurer's Report for the Quarter Ending June 30, 2020

MEETING DATE: August 17, 2020

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending June 30, 2020. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

FISCAL IMPACT

Net investment income for the quarter ending June 30, 2020 was \$629,339, which includes regular earnings of \$485,045 and market value adjustments of \$144,294 as required by Governmental Accounting Standards Board Statement Number 31.

The City's and Agency's expenditure requirements for the next six months are covered by anticipated revenues from operations and maturing investments.

RECOMMENDATION

City Council accept the Treasurer's Report for the quarter ending June 30, 2020 for information purposes only.

BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City's objectives in order of priority, are to provide safety, ensure the preservation of capital, provide sufficient liquidity for cash needs and earn a competitive rate of return (yield) within the confines of the California Government Code and the Investment Policy. Chandler Asset Management is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The City and the Agency's investment portfolio increased by \$27.3 million during the fourth quarter of Fiscal Year 2019-20. The increase was due to receiving pre-funding of Successor Agency debt service obligations and various taxes and fees, (property, sales/use tax, and franchise fees). Short term investments held by our financial advisor of \$5.1 million was transferred back to the City to take advantage of higher interest rates being paid by LAIF over the open market.

	Cash and Investments as of			Market Value
	03/31/20	06/30/20	Variance	06/30/20
City Managed	\$ 68,530,323	\$ 100,585,116	\$ 32,054,793	\$ 100,807,177
Advisor Managed	68,784,261	64,044,402	(4,739,859)	65,364,805
TOTAL	\$ 137,314,584	\$ 164,629,518	\$ 27,314,934	\$ 166,171,982

The advisor-managed funds are comprised of operating funds managed in two separate accounts (Liquidity Portfolio and Core Portfolio), as well as a number of Non-Successor Agency bond-related funds. The City's advisor works to achieve the City's objectives by investing in high quality fixed income securities consistent with the City's investment policy and California Government Code.

The Liquidity Portfolio is designed to provide funds for the City to meet day-to-day cash needs. Its return objective is to enhance interest income as measured by yield to maturity. Yield to maturity reflects the interest income the portfolio is expected to receive for the next twelve months assuming the portfolio experiences no changes in its current asset holdings. As of quarter-end, the average yield to maturity of the Liquidity Portfolio was 1.44%.

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses. The portfolio's total return for the quarter was 0.87%, comparing to the City performance benchmark of 0.14%, the Intercontinental Exchange Bank of America Merrill Lynch (ICE BAML) 1-3 Year U.S. Treasury/Agency Index. Since inception (7/31/2018), the portfolio's total return through quarter end is 4.31%, which slightly overperformed the benchmark return of 4.18% for the same period. The City's portfolio performance for this quarter was impacted by fluctuations that occurred in the stock market related to the uncertainty surrounding the Covid-19 pandemic. The investment income of the City's portfolio is projected to be lower for the foreseeable future and during the recovery from the current economic slowdown.

Governmental Accounting Standards Board Statement 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF), and from the City's registered investment advisor and bond trustees for longer-term investments. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

Attached is the Chandler Asset Management (CAM) Investment Report detailing an economic update, account profile and investment activity for the quarter ending June 30, 2020.

ATTACHMENTS: Letter from City Treasurer

 Investment Report by Chandler Asset Management

Report Prepared By: Brandi Jackson, Accountant I

Report Reviewed By: Brad Farmer, Director of Finance



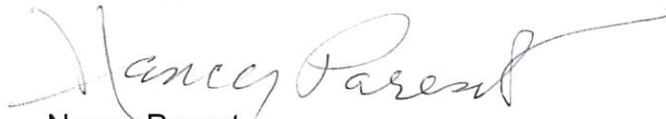
**City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565**

August 5, 2020

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending June 30, 2020 and find that it complies with the Investment Policy established by my office.

Sincerely,

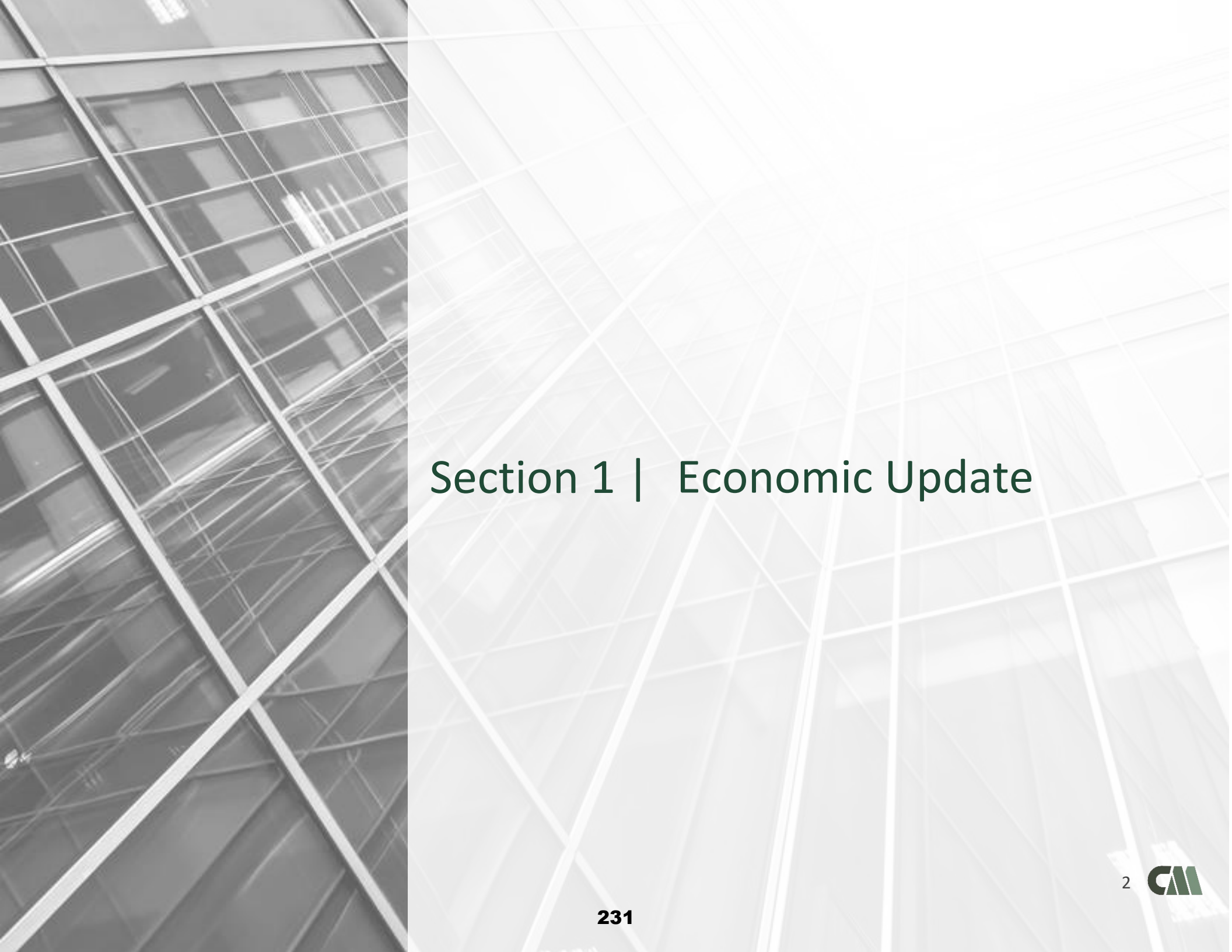

Nancy Parent
City Treasurer

City of Pittsburg

Period Ending June 30, 2020

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

SECTION 1	Economic Update
SECTION 2	Account Profile
SECTION 3	Consolidated Information
SECTION 4	Portfolio Holdings
SECTION 5	Transactions

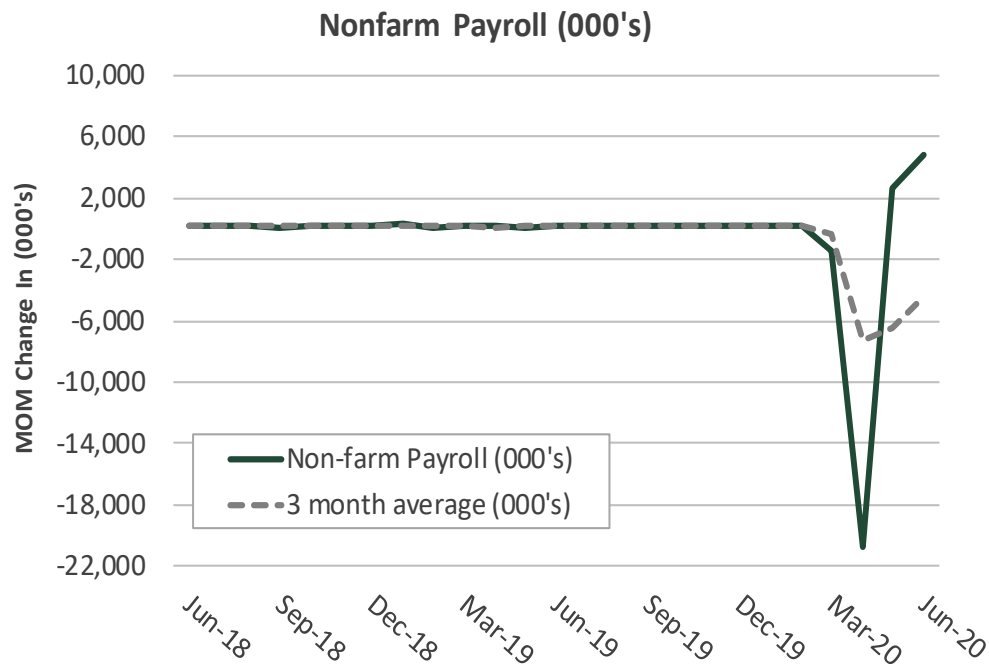


Section 1 | Economic Update

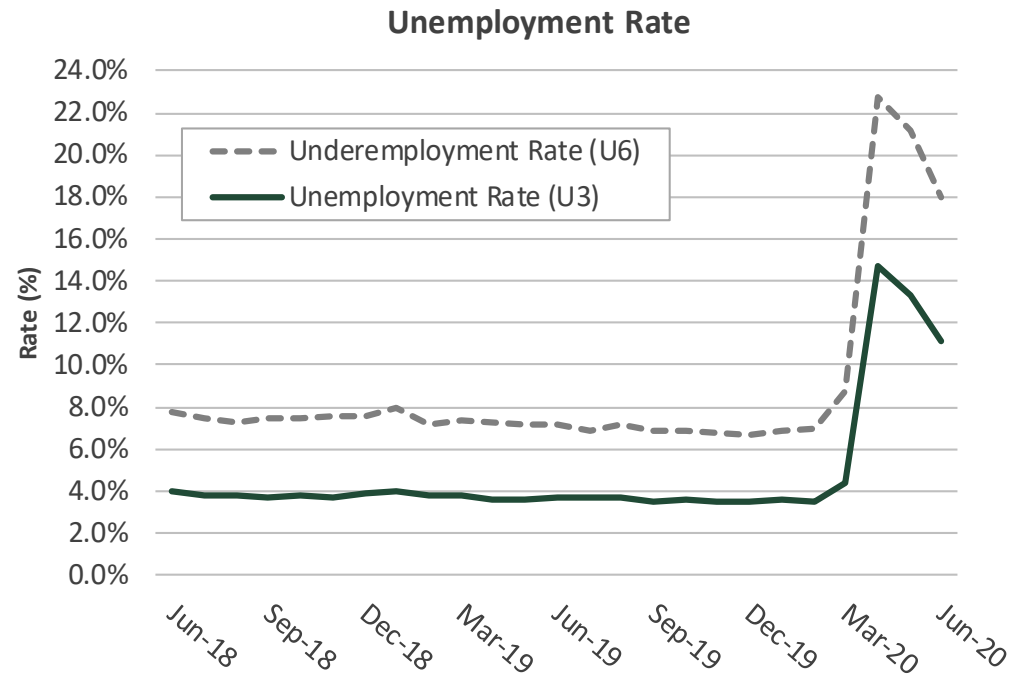
Economic Update

- Economic data remains weak but is showing signs of improvement. We believe financial market participants are looking through the data and expect conditions to recover further in the second half of the year, supported by robust fiscal and monetary relief. First quarter GDP declined 5.0% and the decline in second quarter GDP is expected to be more severe, but economic output is expected to grow in the third quarter. More than 40 million people have filed for unemployment since mid-March, though many of those jobs have already started to return. We believe additional fiscal stimulus, beyond the \$2.7 trillion that has already been announced, may be necessary to foster a strong recovery.
- The Federal Open Market Committee (FOMC) kept monetary policy unchanged at its June 9-10 meeting, as expected, with the fed funds target rate in the range of 0%-0.25%. According to the Fed's economic projections, policymakers expect to keep that range unchanged through 2022. The Fed will continue to purchase Treasury and agency mortgage-backed securities as needed to support smooth market functioning and will continue to support the flow of credit to households, businesses, and municipalities through the various lending programs that have already been announced. Although some economic data has recently surprised to the upside, Fed Chair Powell maintained a dovish tone during his press conference and cautioned that unemployment is likely to remain elevated even as the economy recovers. He noted the outlook for the economy remains highly uncertain and depends largely on the path of the pandemic. He also hinted that the Fed is considering the option of yield curve control (i.e. structuring their bond purchases to target a cap on yields across the Treasury yield curve). Overall, the Fed remains highly accommodative.
- Treasury yields were nearly unchanged in June. The yield on 2-year Treasuries declined about one basis point to 0.15% and the yield on 10-year Treasuries was essentially unchanged at 0.66%. Global economic weakness continues to put downward pressure on inflation expectations. An ongoing global demand for safe-haven assets has also kept a lid on Treasury rates.

Employment



Source: US Department of Labor

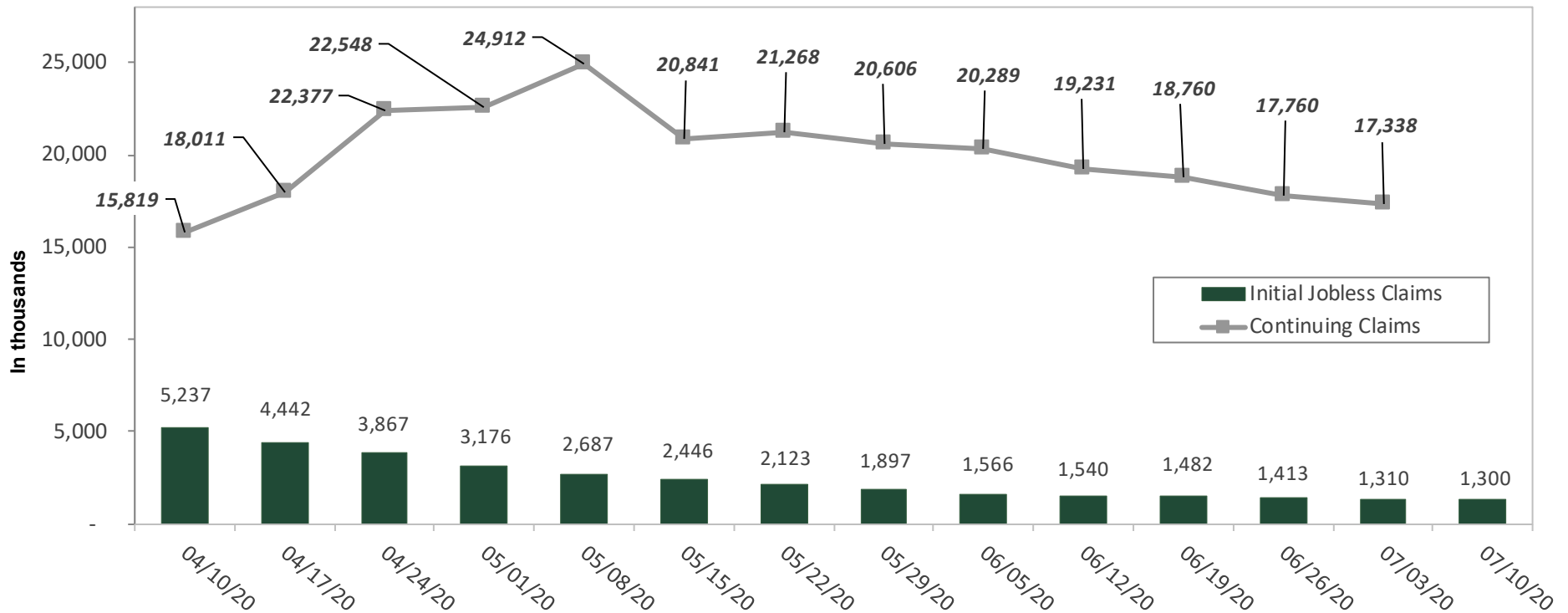


Source: US Department of Labor

U.S. nonfarm payrolls were better than expected in June increasing by 4,800,000 versus expectations of 3,230,000. The unemployment rate declined to 11.1% in June (versus expectations of 12.5%) from 13.3% in May. If the workers who classified themselves as employed but absent from work in the June survey had instead been classified as unemployed on temporary layoff, the total unemployment rate would have been about 1% higher. Job growth was broad-based in June, with particularly strong gains in leisure and hospitality and retail trade, but the improvement was still a long way from recovering the number of jobs lost in those sectors in April. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons, remained very high but eased to 18.0% in June from 21.2% in May. The labor participation rate increased to 61.5% in June from 60.8% in May.

Initial Claims for Unemployment

Initial Claims For Unemployment April 10, 2020 - July 10, 2020

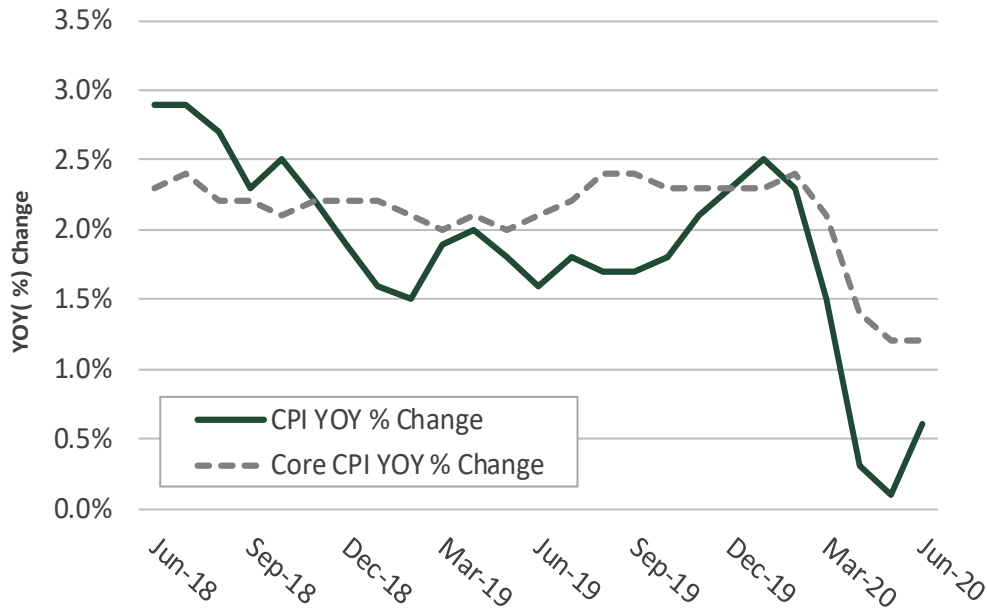


Source: US Department of Labor

In the most recent week of July 10th, 1.3 million people filed an initial claim for unemployment. The level of continuing unemployment claims (where the data is lagged by one week) remained very high in the week of July 3rd but declined to about 17.3 million from the prior week level of nearly 17.8 million.

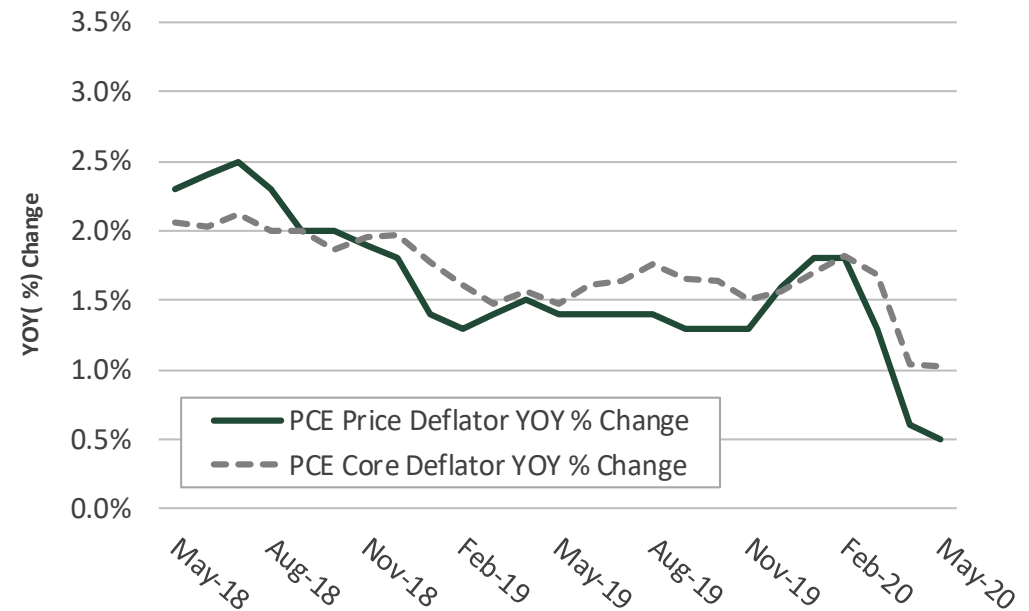
Inflation

Consumer Price Index (CPI)



Source: US Department of Labor

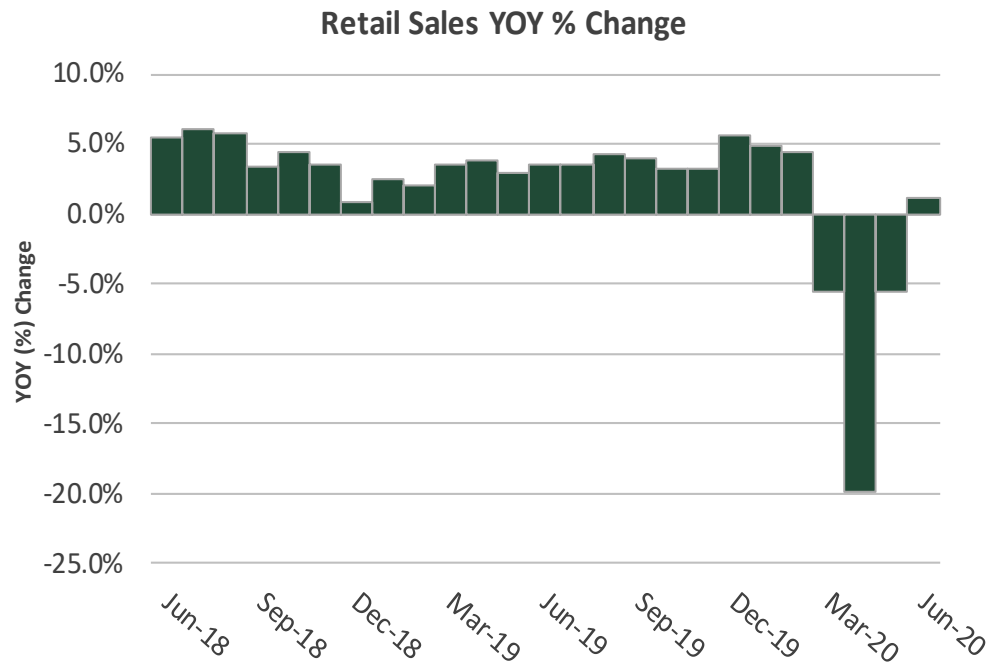
Personal Consumption Expenditures (PCE)



Source: US Department of Commerce

The Consumer Price Index (CPI) was up 0.6% year-over-year in June, versus 0.1% in May. Core CPI (CPI less food and energy) was up 1.2% year-over-year in June, unchanged from May. The Personal Consumption Expenditures (PCE) index was up just 0.5% year-over-year in May, versus up 0.6% year-over-year in April and 1.3% in March. Core PCE, which is the Fed's primary inflation gauge, was up 1.0% year-over-year in May, versus up 1.0% year-over-year in April and 1.7% in March. Both CPI and PCE are running meaningfully lower than pre-pandemic levels at the start of this year. Consumer pricing data indicate that the effect of the pandemic has been deflationary, but prices have started to rebound as the economy has reopened.

Consumer



Source: US Department of Commerce



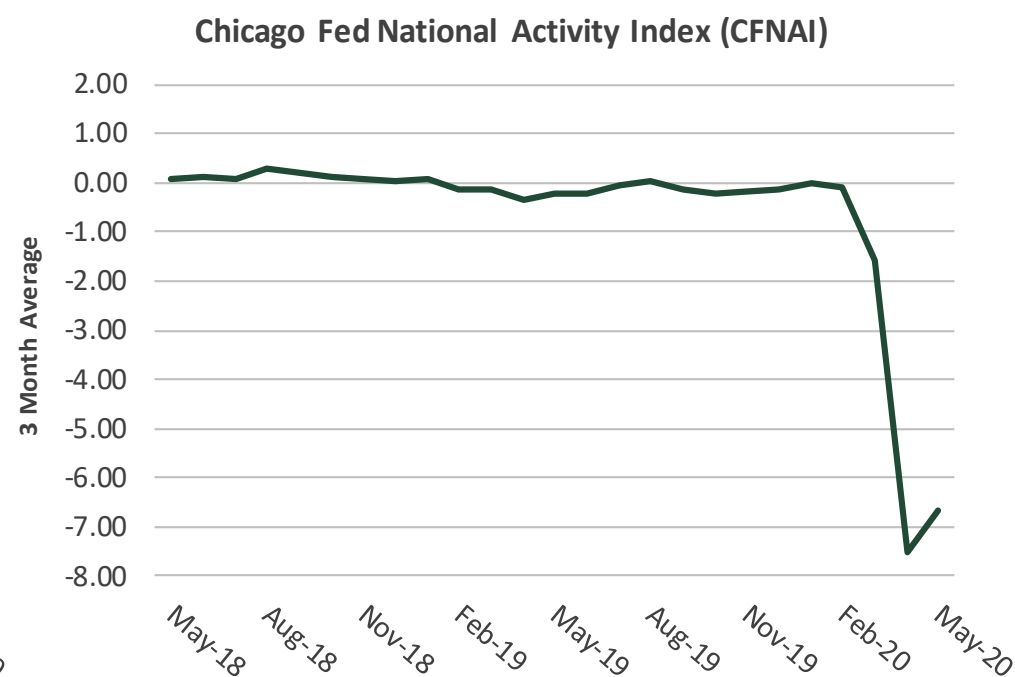
Source: The Conference Board

On a year-over-year basis, retail sales were up 1.1% in June versus down 5.6% in May and down 19.9% in April. On a month-over-month basis, retail sales rose 7.5% in June (stronger than expected), following an 18.2% increase in May and 14.7% decline in April. Retail sales have rebounded quickly in many subsectors, though gasoline and restaurant sales remain well below prior year levels. Nonstore retail sales were up 23.5% year-over-year in June. Consumer confidence continued to recover in June. The Consumer Confidence index rose to 98.1 in June from 85.9 in May. Both the Present Situation index and the Expectations index improved.

Economic Activity



Source: The Conference Board

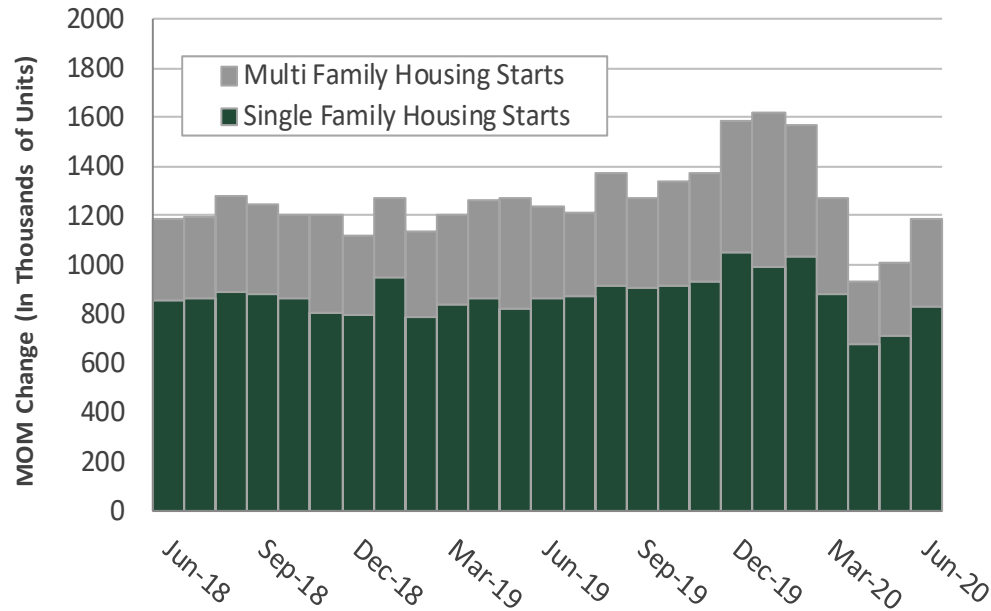


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) rose 2.8% in May, following a 6.1% decline in April. On a year-over-year basis, the LEI was down 10.6% in May versus down 13.0% in April. According to the Conference Board, the path toward economic recovery remains highly uncertain. The Chicago Fed National Activity Index (CFNAI) increased to 2.61 in May from -17.89 in April. On a 3-month moving average basis, the CFNAI improved to -6.65 in May from -7.50 in April, which remains deeply below the -0.7 recessionary level.

Housing

Housing Starts



Source: US Department of Commerce

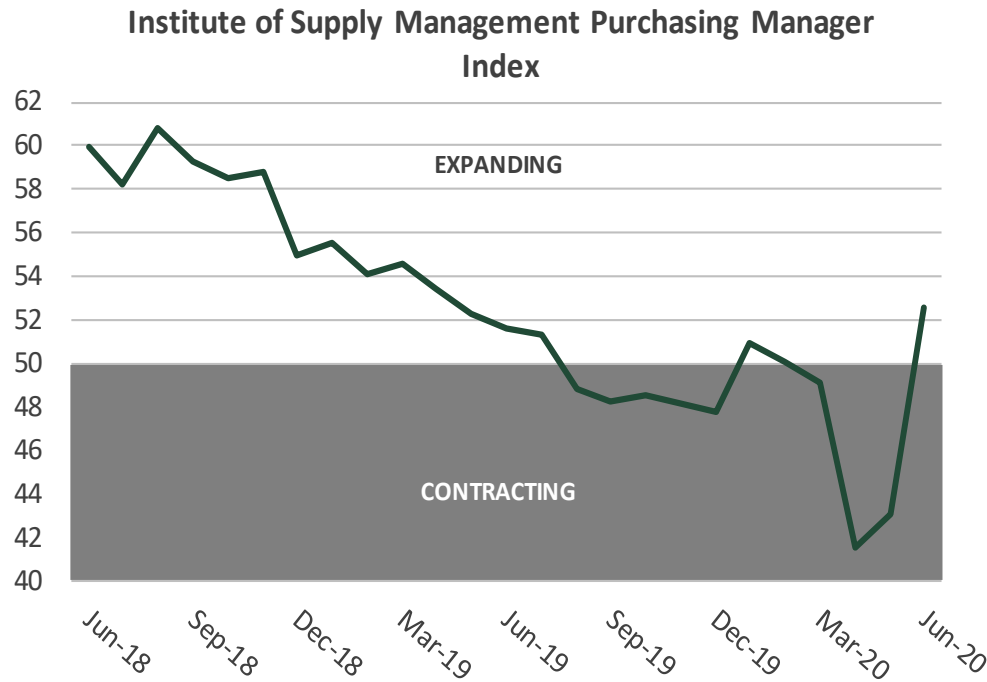
S&P/Case-Shiller 20 City Composite Home Price Index



Source: S&P

Total housing starts rose 17.3% in June to an annual pace of 1,186,000. Single family starts rose 17.2% to an annualized rate of 831,000, while multi-family starts increased 17.5% to an annualized rate of 355,000. However, housing starts remain below prior-year levels, with single family starts down 3.9% year-over-year, and multi-family starts down 4.1%. Permits edged up 2.1% in June on a month-over-month basis, to an annualized rate of 1,241,000, but were down about 2.5% on a year-over-year basis. According to the Case-Shiller 20-City home price index, home prices were up 4.0% year-over-year in April versus up 3.9% year-over-year in March. We believe low inventory and low mortgage rates continue to support prices.

Manufacturing



Source: Institute for Supply Management



Source: Federal Reserve

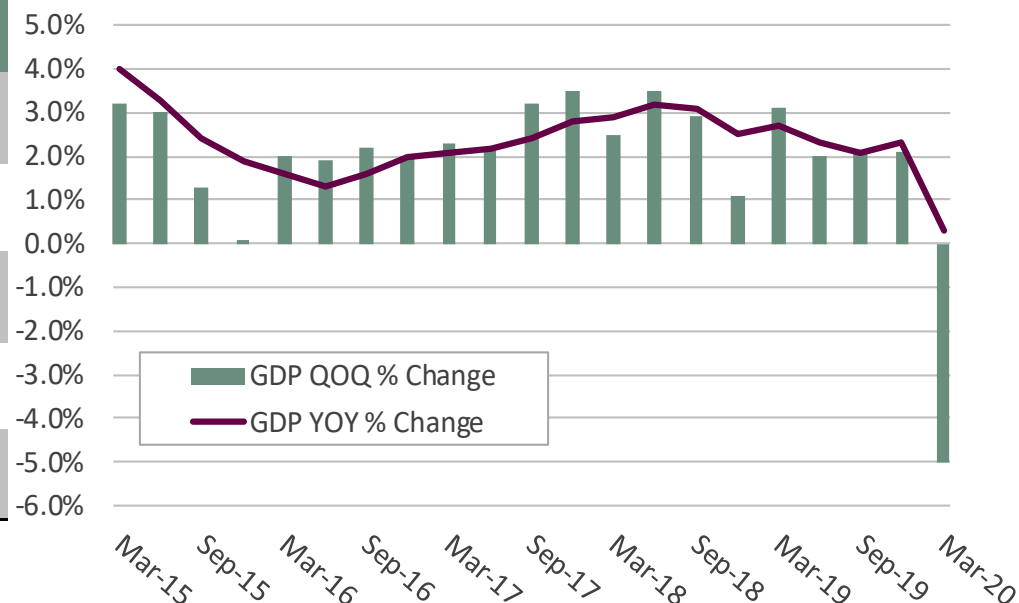
The Institute for Supply Management (ISM) manufacturing index improved meaningfully to 52.6 in June from 43.1 in May. The reading above 50.0 suggests that the manufacturing sector is no longer contracting. The Industrial Production index was down 10.8% year-over-year in June, versus down 15.4% in May. On a month-over-month basis, the Industrial Production index increased 5.4% in June, following a 1.4% increase in May and a steep 12.7% decline in April. Capacity Utilization improved to 68.6% in June from 65.1% in May, but remains well below the long-run average of 79.8%. Overall manufacturing conditions remain under pressure but the sector is showing modest improvement.

Gross Domestic Product (GDP)

Components of GDP	6/19	9/19	12/19	3/20
Personal Consumption Expenditures	3.0%	2.1%	1.2%	-4.7%
Gross Private Domestic Investment	-1.2%	-0.2%	-1.1%	-1.8%
Net Exports and Imports	-0.7%	-0.1%	1.5%	1.3%
Federal Government Expenditures	0.5%	0.2%	0.2%	0.1%
State and Local (Consumption and Gross Investment)	0.3%	0.1%	0.2%	0.1%
Total	2.0%	2.1%	2.1%	-5.0%

Source: US Department of Commerce

Gross Domestic Product (GDP)

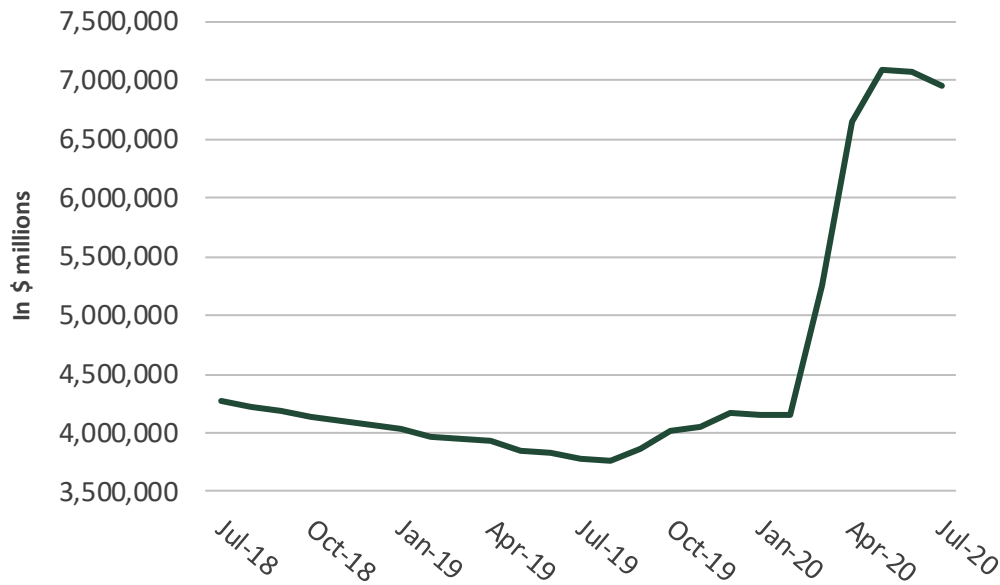


Source: US Department of Commerce

First quarter US gross domestic product (GDP) declined 5.0%, a slightly larger decline than the initial estimate of -4.8%. Consumer spending declined 6.8% in the quarter. Notably, the decline in second quarter 2020 GDP is expected to be much more severe. The Bloomberg median estimate for second quarter GDP is -33.7%, and consumer spending is expected to decline 36.1%. The consensus forecast calls for a return to positive GDP growth in the current quarter. According to the National Bureau of Economic Research, the US economy officially entered a recession in February 2020, following a 128-month economic expansion. Economic data remains weak but is showing early signs of improvement, which suggests that the recession (which is the period between the peak of economic activity and the trough) may technically already be over.

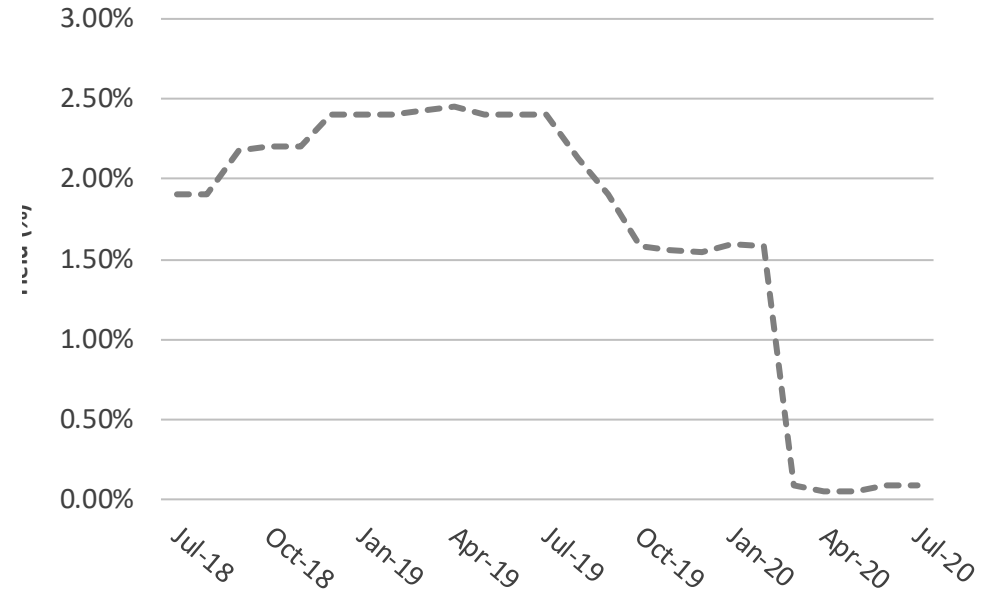
Federal Reserve

Federal Reserve Balance Sheet Assets



Source: Federal Reserve

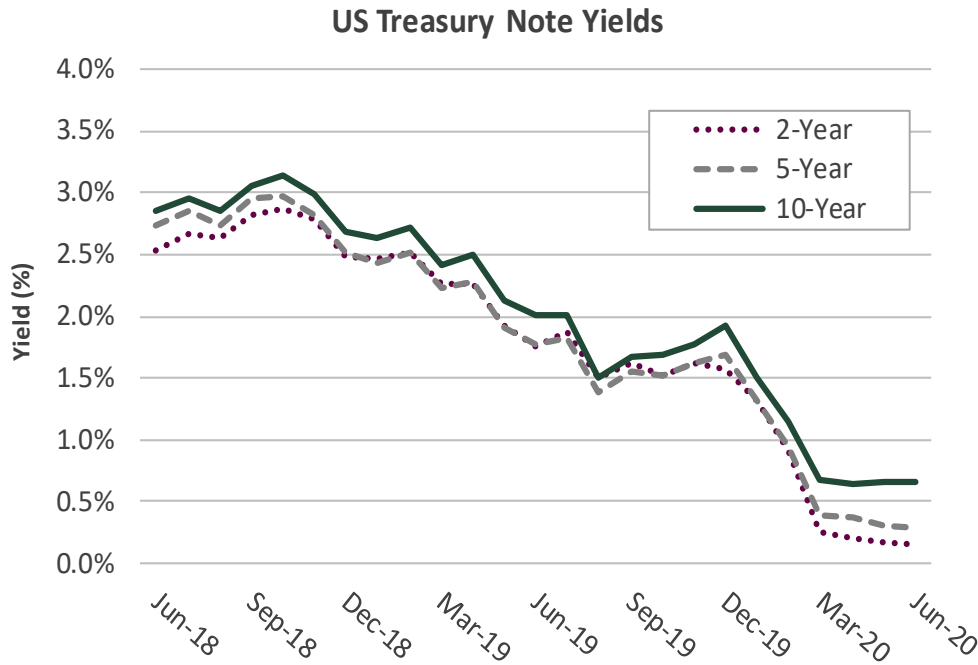
Effective Federal Funds Rate



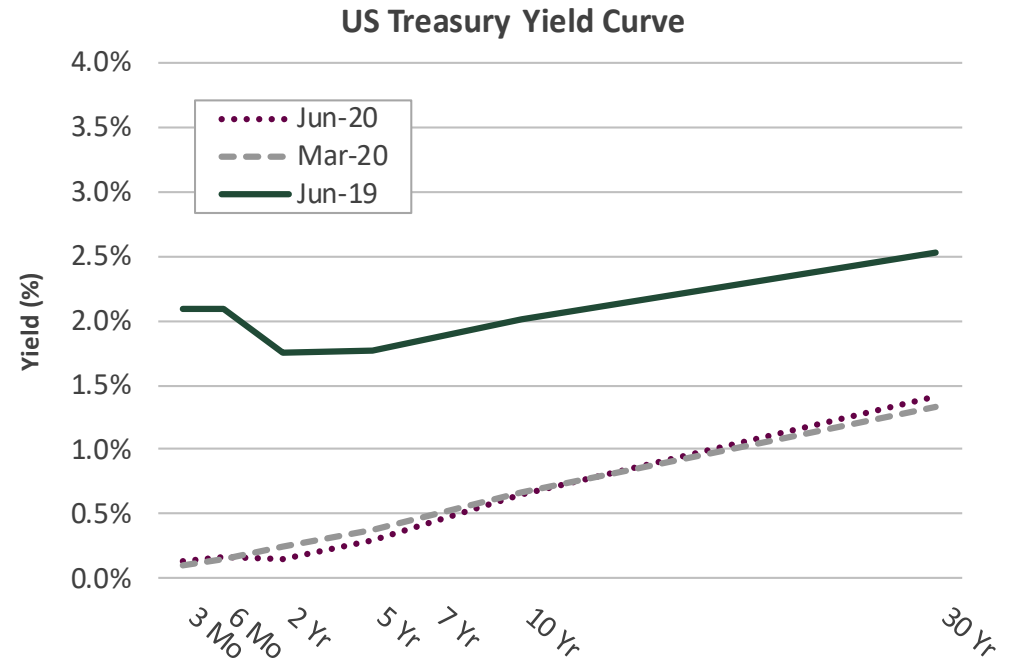
Source: Bloomberg

The Fed has taken a wide range of aggressive actions to help stabilize and provide liquidity to the financial markets. The Fed has lowered the fed funds target rate to a range of 0.0%-0.25% and continues to purchase Treasury and agency mortgage-backed securities to support smooth market functioning. Policymakers reinstated the Commercial Paper Funding Facility and Money Market Mutual Fund Liquidity Facility in order to provide liquidity to the commercial paper, money markets, and the municipal bond markets. The Fed has established the Primary Market Corporate Credit Facility and Secondary Market Corporate Credit Facility to support the corporate bond market. The Term Asset-Backed Securities Loan Facility has been established to enable the issuance of asset-backed securities backed by student loans, auto loans, credit card loans, and loans guaranteed by the Small Business Administration. The Fed has established the Paycheck Protection Program Liquidity Facility and Fed's Main Street Lending Facility to support the flow of credit to businesses. The Fed established the Municipal Liquidity Facility to purchase short-term debt directly from US states, counties, and cities. The Fed has also provided short-term funding through large-scale repo operations and lowered the reserve requirement for depository institutions.

Bond Yields



Source: Bloomberg



Source: Bloomberg

At June month-end, Treasury yields were much lower on a year-over-year basis. The 3-month T-bill yield was down 196 basis points, the 2-year Treasury yield was down 161 basis points, and the 10-Year Treasury yield was down 135 basis points, year-over-year. Much of the spread movement was in the month of March 2020, with the Fed cutting rates by a total of 150 basis points and concerns about a global recession and a flight to safe-haven assets driving down yields across the curve.

Section 2 | Account Profile

Investment Objectives

The investment objectives for the City of Pittsburgh, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.

City of Pittsburgh Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
Treasury Issues	No limit	Complies
Agency Issues	No limit	Complies
Supranationals	"AA" rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; USD denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by IBRD, IFC, IADB	Complies
Municipal Obligations	"A" rated or one of the top three rating categories by a NRSRO; 30% maximum; 5% max per issuer	Complies
Banker's Acceptances	"A-1" rated or highest short-term rating category by a NRSRO; 40% maximum; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" rated or higher by a NRSRO; "A" long-term rated issuer or higher by a NRSRO, if any; 25% maximum; 5% max per issuer; 270 days max maturity; Issuer is a corporation organized and operating in the U.S. with assets >\$500 million; 10% max of the outstanding commercial paper of any single issuer.	Complies
Negotiable Certificates of Deposit (NCD)	AA- rated or one of the two highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by nationally or state-chartered bank, a savings association or federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank.	Complies
Time Deposits/Certificates of Deposit (CD)	"A" rated or one of the three highest rating categories by a NRSRO; 30% maximum; 5% max per issuer; 1 year max maturity; FDIC insured or fully collateralized in financial institutions located in California, including US branches of foreign banks licensed to do business in California	Complies
Corporate Medium Term Notes	"A" rated or one of the three highest categories by a NRSRO; 30% maximum; 5% max per issuer; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	Complies
Asset-Backed (ABS), Mortgage-Backed Securities; Pass-Throughs, CMOs	"AA" rated or one of the two highest rating categories by a NRSRO; "A" rated issuer or one of two highest rating categories by a NRSRO; 20% maximum; 5% max per issuer	Complies
Money Market Mutual Funds	Highest rating or "AAA" rated by two NRSROs; or SEC registered adviser with AUM >\$500 million and experience greater than 5 years; 20% maximum; 10% max per fund	Complies
Local Agency Investment Fund (LAIF)	\$50 million maximum; Not used by IA	Complies
California Asset Management Program (CAMP)	pursuant to CGC 53601; Not used by IA	Complies

City of Pittsburgh Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
Repurchase Agreements	"A" rated or one of the three highest categories by two NRSROs; 15% maximum; 5% max per issuer; 90 days max maturity; 102% collateralized; Not used by IA	<i>Complies</i>
Prohibited	Common stocks, Futures contracts, Options, Inverse floaters, Range notes, Mortgage derived Interest-only strips, Zero interest accrual securities, Any purchase of any security not listed in Section 8-Eligible Investments of the Investment Policy, unless approved by the City Council	<i>Complies</i>
Max Per Fund	10% per fund, with the exception of US Treasuries, Federal Agencies, and authorized pools	<i>Complies</i>
Max Per Issuer	5% of portfolio per issuer, with the exception of US Treasuries, Federal Agencies, and authorized pools	<i>Complies</i>
Diversification	With the exception of US Treasury securities, Federal Agency securities, and authorized pools, no more than 30% of the total portfolio, and less where stated, will be invested in a single security type with no more than 5% invested with a single issuer.	<i>Complies</i>
Maximum maturity	5 years	<i>Complies</i>

Account Structure

As of June 30, 2020

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	15,347,829.57	15,347,829.57	9.24%
Investment Pools	41,100,849.36	41,302,769.74	24.86%
Additional Bonded Debt Funds	44,136,436.61	44,156,577.94	26.57%
Total	100,585,115.54	100,807,177.25	60.66%
Funds Managed by City's Investment Advisor			
Operating Funds	58,151,340.98	59,456,108.63	35.78%
Bond Managed Reserve	5,893,061.02	5,908,696.50	3.56%
Total	64,044,402.00	65,364,805.13	39.34%
Total City Funds	164,629,517.54	166,171,982.38	100.00%

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

Sector Allocation

As of June 30, 2020

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents ¹	15,347,829.57	15,347,829.57	13.22%	1	N/A
Money Market Funds	2,188,225.73	2,188,225.73	1.88%	1	0.02%
Investment Pools ²	41,100,849.36	41,302,769.74	35.57%	1	N/A
Total Liquidity	58,636,904.66	58,838,825.04	50.68%	1	1.45%
U.S. Treasury Notes	11,800,184.95	12,254,761.10	10.55%	219	1.83%
Federal Agency Securities	21,595,170.05	22,155,740.07	19.08%	872	1.59%
Negotiable Certificates of Deposit	1,815,000.00	1,823,312.00	1.57%	88	2.16%
Medium-Term Corporate Notes	12,748,111.85	12,903,495.30	11.11%	347	2.29%
Asset-Backed Securities	2,352,074.57	2,370,362.18	2.04%	752	2.07%
Commercial Paper	2,028,314.44	2,046,111.67	1.76%	40	1.75%
Supranationals	2,536,791.18	2,606,926.25	2.25%	372	2.32%
Collateralized Mortgage Obligations	562,447.21	573,391.08	0.49%	679	2.68%
Municipal Bonds	525,021.00	533,783.25	0.46%	274	2.80%
Total Securities	55,963,115.25	57,267,882.90	49.32%	524	1.90%
Total Operating Funds	114,600,019.91	116,106,707.94	100.00%	259	1.67%
Bonded Debt Funds					
Pittsburg Pension Bond	3,038,946.17	3,038,946.17	6.07%	1	0.05%
Pittsburg AD Auto Mall	326,153.44	327,933.31	0.66%	51	1.52%
Pittsburg AD Vista DM	751,885.73	755,993.12	1.51%	51	1.52%
Pittsburg 2011A PIFA AD Ser	1,543,559.50	1,552,048.12	3.10%	51	1.53%
Pittsburg 2011B PIFA AD Ser	232,516.18	233,775.78	0.47%	51	1.51%
Additional Bonded Debt Funds ³	44,136,436.61	44,156,577.94	88.20%	N/A	N/A
Total Bonded Debt Funds	50,029,497.63	50,065,274.44	100.00%	25	0.77%
Total City Funds	164,629,517.54	166,171,982.38			

^{1,2}Funds not managed by City's investment adviser

³Bonded Debt Funds not managed, nor tracked by City's investment adviser

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

Portfolio Characteristics

As of June 30, 2020

City of Pittsburgh Managed Consolidated

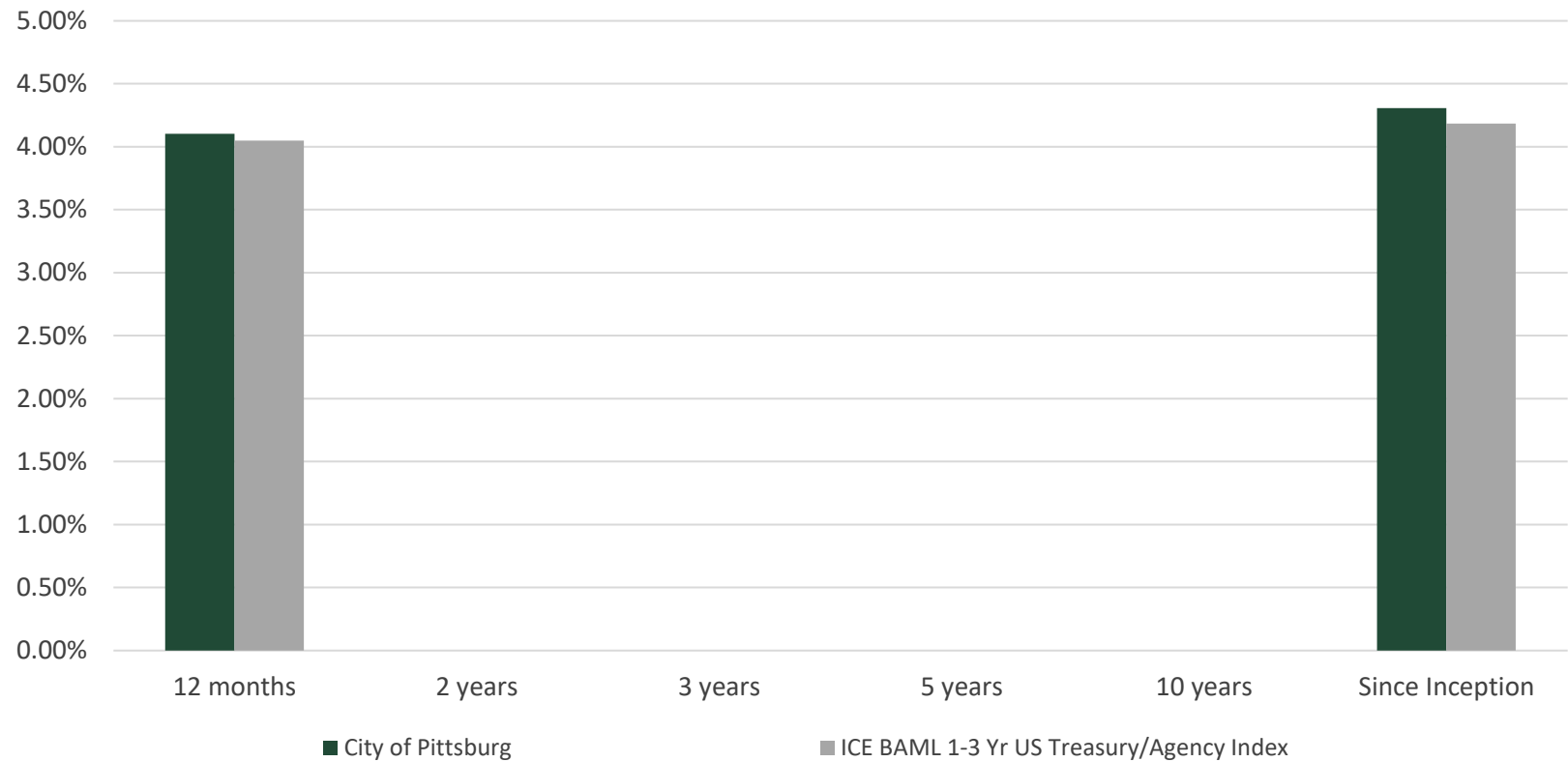
	6/30/2020 Portfolio	3/31/2020 Portfolio
Average Maturity (yrs)	1.66	1.59
Modified Duration	1.55	1.46
Average Purchase Yield	1.84%	2.02%
Average Market Yield	0.36%	1.10%
Average Quality*	AA/Aa1	AA/Aa2
Total Market Value	59,717,459	64,316,940

**Portfolio is S&P and Moody's, respectively.*

Investment Performance

As of June 30, 2020

City of Pittsburgh Total Rate of Return Annualized Since Inception 07/31/2018



TOTAL RATE OF RETURN	Annualized						Since Inception
	3 months	12 months	2 years	3 years	5 years	10 years	
City of Pittsburgh	0.87%	4.10%	N/A	N/A	N/A	N/A	4.31%
ICE BAML 1-3 Yr US Treasury/Agency Index	0.14%	4.05%	N/A	N/A	N/A	N/A	4.18%

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Portfolio Characteristics

As of June 30, 2020

City of Pittsburgh Bond Reserve Consolidated

	6/30/2020 Portfolio	3/31/2020 Portfolio
Average Maturity (yrs)	0.07	0.19
Modified Duration	0.07	0.19
Average Purchase Yield	0.77%	0.85%
Average Market Yield	0.77%	0.85%
Average Quality*	AAA/Aaa	AAA/Aaa
Total Market Value	5,908,697	5,896,869

**Portfolio is S&P and Moody's, respectively.*



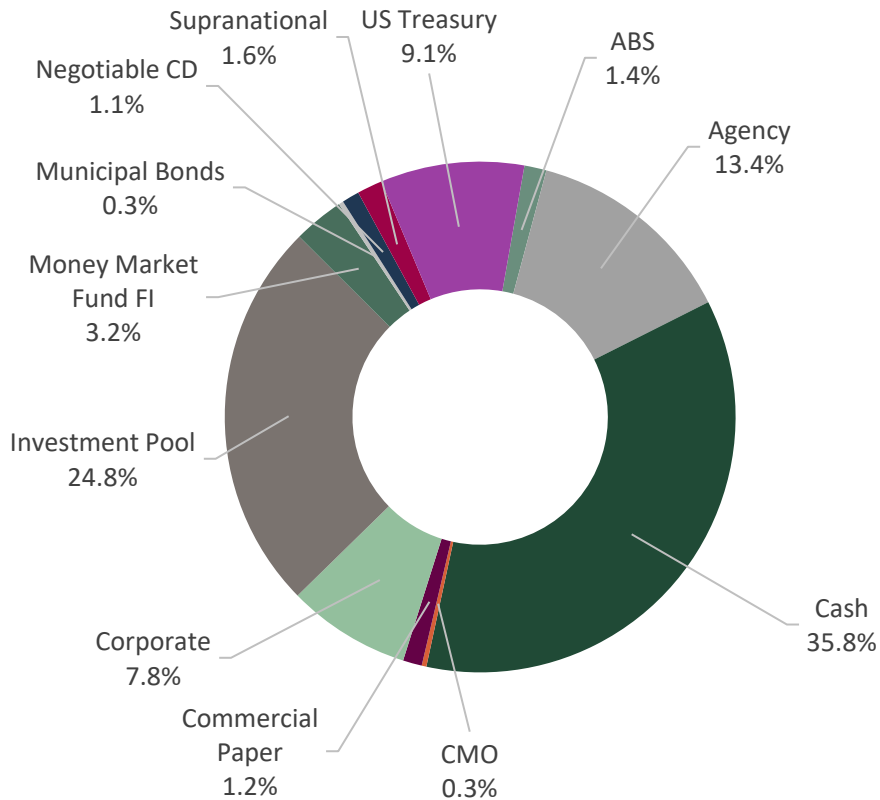
Section 3 | Consolidated Information

Sector Distribution

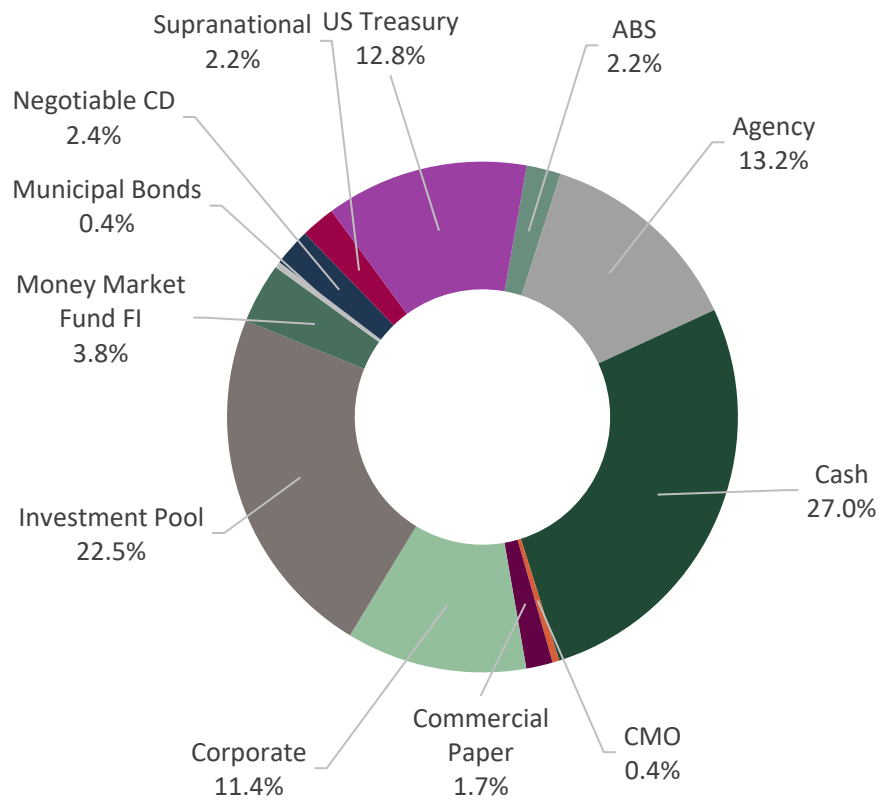
As of June 30, 2020

City of Pittsburgh Total Consolidated

June 30, 2020



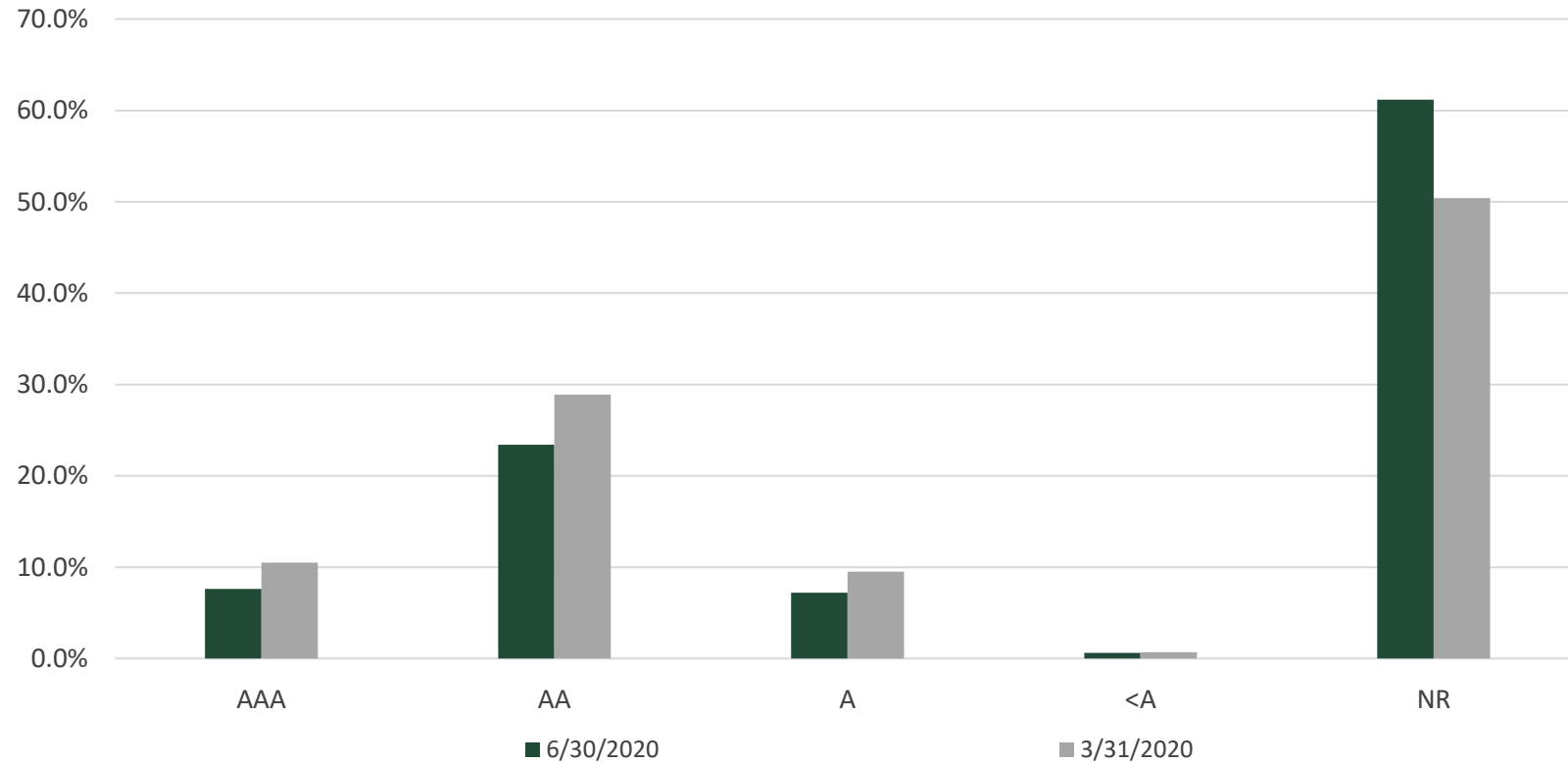
March 31, 2020



Quality Distribution

As of June 30, 2020

City of Pittsburgh Total Consolidated June 30, 2020 vs. March 31, 2020



	AAA	AA	A	<A	NR
06/30/20	7.6%	23.4%	7.2%	0.6%	61.2%
03/31/20	10.5%	28.9%	9.5%	0.7%	50.4%

Source: S&P Ratings

City of Pittsburgh Total Consolidated – Account #10638

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
City of Pittsburgh	Cash	NR	NR	35.75%
City of Pittsburgh	Investment Pool	NR	NR	24.82%
Government of United States	US Treasury	AA+	Aaa	7.39%
Federal Home Loan Bank	Agency	AA+	Aaa	5.53%
Federal Farm Credit Bank	Agency	AA+	Aaa	3.24%
Federal National Mortgage Association	Agency	AA+	Aaa	2.55%
Wells Fargo Adv Tsy Plus Money Market Fund	Money Market Fund FI	AAA	Aaa	1.84%
Federal Home Loan Mortgage Corp	Agency	AA+	Aaa	1.76%
Government of United States	US Treasury	A-1+	P-1	1.71%
Wells Fargo Advantage Govt Money Market Fund	Money Market Fund FI	AAA	Aaa	1.31%
Inter-American Dev Bank	Supranational	AAA	Aaa	1.06%
Wells Fargo Corp	Corporate	A-	A2	0.87%
MUFG Bank Ltd/NY	Commercial Paper	A-1	P-1	0.75%
State Street Bank	Corporate	A	A1	0.64%
Bank of New York	Corporate	A	A1	0.63%
JP Morgan ABS	ABS	AAA	NR	0.60%
HSBC Holdings PLC	Corporate	A-	A2	0.58%
Swedbank Inc	Negotiable CD	A+	Aa3	0.57%
Wal-Mart Stores	Corporate	AA	Aa2	0.57%
Paccar Financial	Corporate	A+	A1	0.55%
WestPac Banking Corp	Negotiable CD	AA-	Aa3	0.53%
JP Morgan Chase & Co	Commercial Paper	A-1	P-1	0.48%
Toyota Motor Corp	Corporate	A+	A1	0.48%
Truist Financial Corporation	Corporate	A-	A3	0.45%
Honda Motor Corporation	Corporate	A-	A3	0.41%
US Bancorp	Corporate	A+	A1	0.34%
State of California	Municipal Bonds	AA-	Aa2	0.32%
JP Morgan Chase & Co	Corporate	A-	A2	0.31%
Deere & Company	Corporate	A	A2	0.30%
John Deere ABS	ABS	NR	Aaa	0.30%
IBM Corp	Corporate	A	A2	0.29%
Goldman Sachs Inc.	Corporate	BBB+	A3	0.29%
Intl Bank Recon and Development	Supranational	AAA	Aaa	0.29%
Citigroup Inc	Corporate	BBB+	A3	0.29%
Federal National Mortgage Association	Agency	AA+	NR	0.28%
National Rural Utilities	Corporate	A	A2	0.25%
Federal Home Loan Mortgage Corp	CMO	NR	Aaa	0.24%
International Finance Corp	Supranational	AAA	Aaa	0.23%

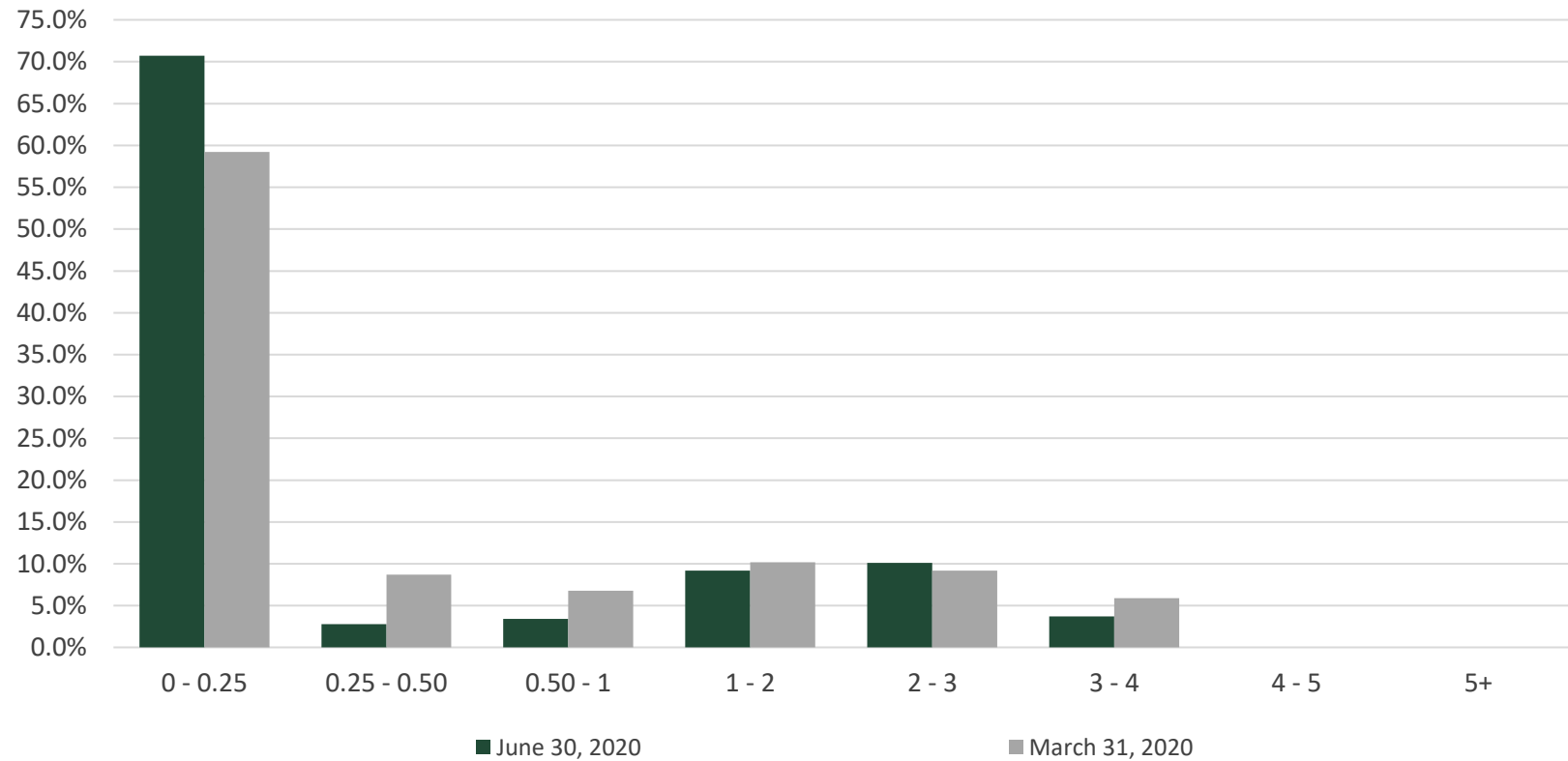
City of Pittsburgh Total Consolidated – Account #10638

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
United Parcel Service	Corporate	A-	A2	0.23%
Caterpillar Inc	Corporate	A	A3	0.22%
Honda ABS	ABS	AAA	Aaa	0.17%
Toyota ABS	ABS	AAA	Aaa	0.15%
Hershey Foods Company	Corporate	A	A1	0.12%
Federal National Mortgage Association	CMO	NR	NR	0.11%
Nissan ABS	ABS	AAA	Aaa	0.09%
Hyundai Autot Receivables	ABS	AAA	Aaa	0.06%
Ally Auto Receivables	ABS	AAA	NR	0.03%
Hyundai Autot Receivables	ABS	AAA	NR	0.01%
Ally Auto Receivables	ABS	NR	Aaa	0.01%
TOTAL				100%

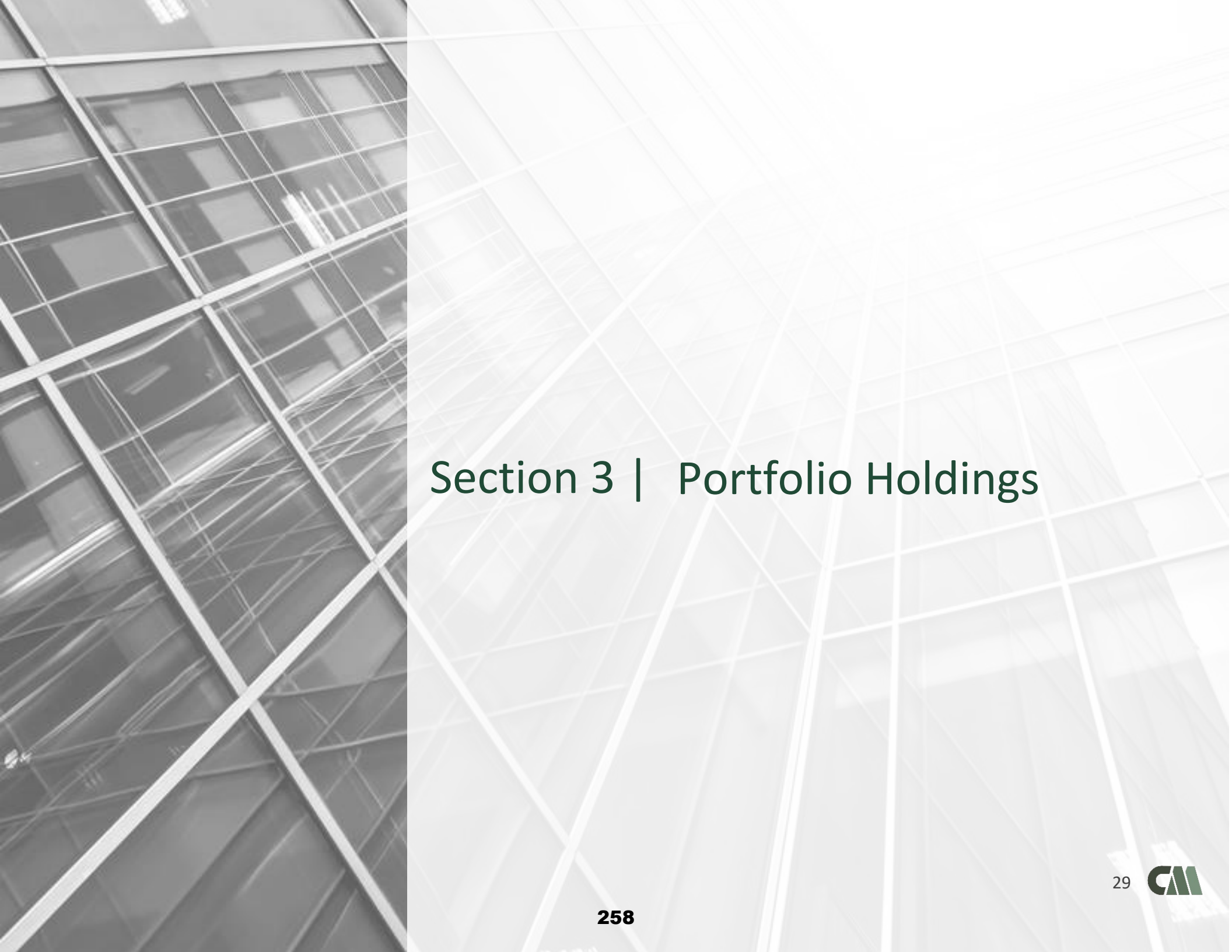
Duration Distribution

As of June 30, 2020

City of Pittsburgh Total Consolidated June 30, 2020 vs. March 31, 2020



	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
06/30/20	70.7%	2.8%	3.4%	9.2%	10.1%	3.7%	0.0%	0.0%
03/31/20	59.2%	8.7%	6.8%	10.2%	9.2%	5.9%	0.0%	0.0%



Section 3 | Portfolio Holdings

Holdings Report

As of June 30, 2020

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89190BAD0	Toyota Auto Receivables Trust 2017-B A3 1.760% Due 07/15/2021	120,001.37	Various 2.77%	118,606.44 119,483.93	100.15 0.56%	120,176.32 93.87	0.07% 692.39	Aaa / AAA NR	1.04 0.12
02007HAC5	Ally Auto Receivables Trust 2017-2 A3 1.780% Due 08/16/2021	8,524.34	03/21/2017 1.79%	8,523.34 8,524.08	100.05 0.10%	8,528.63 6.74	0.01% 4.55	Aaa / NR AAA	1.13 0.03
44931PAD8	Hyundai Auto Receivables Trust 2017-A A3 1.760% Due 08/16/2021	17,593.14	03/22/2017 1.77%	17,591.72 17,592.78	100.08 0.15%	17,606.94 12.90	0.01% 14.16	NR / AAA AAA	1.13 0.05
43811BAC8	Honda Auto Receivables Trust 2017-2 A3 1.680% Due 08/16/2021	79,471.71	06/20/2017 1.69%	79,464.83 79,469.84	100.27 0.29%	79,689.01 59.34	0.05% 219.17	Aaa / AAA NR	1.13 0.20
47788BAD6	John Deere Owner Trust 2017-B A3 1.820% Due 10/15/2021	11,473.59	07/11/2017 1.83%	11,472.75 11,473.33	100.19 0.54%	11,495.34 9.28	0.01% 22.01	Aaa / NR AAA	1.29 0.15
02007FAC9	Ally Auto Receivables Trust 2017-4 A3 1.750% Due 12/15/2021	57,925.19	08/15/2017 1.76%	57,924.45 57,924.94	100.19 0.52%	58,033.80 45.05	0.03% 108.86	NR / AAA AAA	1.46 0.15
44932GAD7	Hyundai Auto Receivables Trust 2017-B A3 1.770% Due 01/18/2022	104,539.70	08/09/2017 1.79%	104,521.59 104,533.36	100.29 0.40%	104,846.01 82.24	0.06% 312.65	Aaa / AAA NR	1.55 0.21
89238KAD4	Toyota Auto Receivables Trust 2017-D A3 1.930% Due 01/18/2022	125,055.80	11/07/2017 1.94%	125,044.26 125,051.52	100.59 0.11%	125,796.26 87.16	0.08% 744.74	Aaa / AAA NR	1.55 0.32
43814UAC3	Honda Auto Receivables Trust 2018-1 A3 2.640% Due 02/15/2022	206,265.50	02/22/2018 2.66%	206,238.82 206,254.56	100.87 0.66%	208,052.17 242.02	0.13% 1,797.61	Aaa / AAA NR	1.63 0.43
47788CAC6	John Deere Owner Trust 2018-A A3 2.660% Due 04/18/2022	211,731.08	Various 3.07%	210,285.66 210,985.95	100.68 0.74%	213,164.25 250.31	0.13% 2,178.30	Aaa / NR AAA	1.80 0.35
65478DAD9	Nissan Auto Receivables Trust 2018-A A3 2.650% Due 05/16/2022	148,879.53	02/21/2018 2.67%	148,862.52 148,871.97	100.85 0.49%	150,145.90 175.35	0.09% 1,273.93	Aaa / AAA NR	1.88 0.39
161571HE7	Chase Issuance Trust 2016-A4 A4 1.490% Due 07/15/2022	1,000,000.00	07/26/2019 1.93%	993,554.69 995,564.00	100.05 0.50%	1,000,542.00 662.22	0.60% 4,978.00	NR / AAA AAA	2.04 0.03
47789KAC7	John Deere Owner Trust 2020-A A3 1.100% Due 08/15/2024	270,000.00	03/04/2020 1.11%	269,983.50 269,984.64	100.85 0.74%	272,285.55 132.00	0.16% 2,300.91	Aaa / NR AAA	4.13 2.32
TOTAL ABS		2,361,460.95	2.07%	2,352,074.57 2,355,714.90	0.53%	2,370,362.18 1,858.48	1.43% 14,647.28	Aaa / AAA Aaa	2.06 0.42
Agency									
3135G0T60	FNMA Note 1.500% Due 07/30/2020	200,000.00	08/30/2017 1.51%	199,966.00 199,999.07	100.11 0.17%	200,221.40 1,258.33	0.12% 222.33	Aaa / AA+ AAA	0.08 0.08
313370U55	FHLB Note 2.875% Due 09/11/2020	850,000.00	08/23/2018 2.67%	853,493.50 850,335.82	100.52 0.24%	854,420.00 7,467.01	0.52% 4,084.18	Aaa / AA+ AAA	0.20 0.20

Holdings Report

As of June 30, 2020

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3135G0U27	FNMA Note 2.500% Due 04/13/2021	305,000.00	04/12/2018	304,545.55	101.83	310,572.66	0.19%	Aaa / AA+ AAA	0.79
			2.55%	304,881.41	0.17%	1,652.08	5,691.25		0.78
313383ZU8	FHLB Note 3.000% Due 09/10/2021	1,000,000.00	10/04/2018	999,260.00	103.26	1,032,577.00	0.63%	Aaa / AA+ NR	1.20
			3.03%	999,698.75	0.27%	9,250.00	32,878.25		1.17
3135G0U92	FNMA Note 2.625% Due 01/11/2022	1,000,000.00	02/26/2019	1,002,910.00	103.70	1,037,035.00	0.63%	Aaa / AA+ AAA	1.53
			2.52%	1,001,550.71	0.20%	12,395.83	35,484.29		1.49
313378WG2	FHLB Note 2.500% Due 03/11/2022	500,000.00	03/28/2019	503,530.00	103.86	519,283.00	0.31%	Aaa / AA+ NR	1.70
			2.25%	502,023.69	0.22%	3,819.44	17,259.31		1.66
3133ELWD2	FFCB Note 0.375% Due 04/08/2022	920,000.00	04/03/2020	918,638.40	100.27	922,472.96	0.55%	Aaa / AA+ AAA	1.77
			0.45%	918,795.08	0.22%	795.42	3,677.88		1.76
3135G0V59	FNMA Note 2.250% Due 04/12/2022	1,000,000.00	04/17/2019	995,020.00	103.66	1,036,567.00	0.63%	Aaa / AA+ AAA	1.78
			2.42%	997,030.28	0.19%	4,937.50	39,536.72		1.75
3133ELYR9	FFCB Note 0.250% Due 05/06/2022	620,000.00	04/30/2020	619,212.60	100.02	620,140.74	0.37%	Aaa / AA+ AAA	1.85
			0.31%	619,273.00	0.24%	236.81	867.74		1.84
313379Q69	FHLB Note 2.125% Due 06/10/2022	1,100,000.00	05/20/2019	1,096,205.00	103.59	1,139,520.80	0.69%	Aaa / AA+ AAA	1.95
			2.24%	1,097,589.02	0.27%	1,363.54	41,931.78		1.91
3135G0W33	FNMA Note 1.375% Due 09/06/2022	965,000.00	09/05/2019	961,641.80	102.48	988,969.64	0.60%	Aaa / AA+ AAA	2.19
			1.49%	962,557.95	0.23%	4,238.63	26,411.69		2.15
3133EKY91	FFCB Note 1.375% Due 10/11/2022	1,000,000.00	10/08/2019	997,430.00	102.50	1,025,034.00	0.62%	Aaa / AA+ AAA	2.28
			1.46%	998,049.05	0.27%	3,055.56	26,984.95		2.24
3130AFE78	FHLB Note 3.000% Due 12/09/2022	1,300,000.00	01/18/2019	1,312,207.00	106.59	1,385,720.70	0.83%	Aaa / AA+ AAA	2.44
			2.74%	1,307,675.68	0.29%	2,383.33	78,045.02		2.37
3133EKUA2	FFCB Note 1.850% Due 02/01/2023	700,000.00	07/23/2019	699,825.00	104.01	728,058.80	0.44%	Aaa / AA+ AAA	2.59
			1.86%	699,871.60	0.29%	5,395.83	28,187.20		2.52
3133ELNW0	FFCB Note 1.450% Due 02/21/2023	1,000,000.00	02/19/2020	999,970.00	103.04	1,030,359.00	0.62%	Aaa / AA+ AAA	2.65
			1.45%	999,973.59	0.30%	5,236.11	30,385.41		2.59
3137EAEQ8	FHLMC Note 0.375% Due 04/20/2023	1,000,000.00	06/03/2020	1,001,440.00	100.27	1,002,728.00	0.60%	Aaa / AA+ AAA	2.81
			0.32%	1,001,402.97	0.28%	739.58	1,325.03		2.79
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	975,000.00	05/05/2020	974,590.50	100.26	977,533.05	0.59%	Aaa / AA+ AAA	2.85
			0.39%	974,611.11	0.28%	548.44	2,921.94		2.83
3135G04Q3	FNMA Note 0.250% Due 05/22/2023	470,000.00	05/20/2020	468,585.30	99.90	469,506.50	0.28%	NR / AA+ AAA	2.89
			0.35%	468,636.98	0.29%	127.29	869.52		2.88
3133834G3	FHLB Note 2.125% Due 06/09/2023	1,000,000.00	06/14/2019	1,007,470.00	105.38	1,053,770.00	0.63%	Aaa / AA+ NR	2.94
			1.93%	1,005,516.39	0.29%	1,298.61	48,253.61		2.86
3137EAE54	FHLMC Note 0.250% Due 06/26/2023	955,000.00	06/24/2020	952,211.40	99.84	953,514.02	0.57%	Aaa / AA+ AAA	2.99
			0.35%	952,224.13	0.30%	33.16	1,289.89		2.97

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3133EKZK5	FFCB Note 1.600% Due 08/14/2023	1,000,000.00	08/09/2019 1.63%	998,710.00 998,994.31	103.97 0.32%	1,039,730.00 6,088.89	0.63% 40,735.69	Aaa / AA+ AAA	3.12 3.04
3130A3DL5	FHLB Note 2.375% Due 09/08/2023	1,000,000.00	08/29/2019 1.50%	1,033,950.00 1,026,882.86	106.30 0.39%	1,062,977.00 7,454.86	0.64% 36,094.14	Aaa / AA+ NR	3.19 3.07
3130A3VC5	FHLB Note 2.250% Due 12/08/2023	1,000,000.00	02/13/2020 1.46%	1,029,240.00 1,026,343.29	106.36 0.39%	1,063,575.00 1,437.50	0.64% 37,231.71	Aaa / AA+ NR	3.44 3.32
3135G0V34	FNMA Note 2.500% Due 02/05/2024	600,000.00	01/30/2020 1.44%	624,768.00 622,199.97	107.85 0.30%	647,128.80 6,083.33	0.39% 24,928.83	Aaa / AA+ AAA	3.60 3.43
3130A7PH2	FHLB Note 1.875% Due 03/08/2024	1,000,000.00	03/03/2020 0.85%	1,040,350.00 1,037,072.42	105.43 0.39%	1,054,325.00 5,885.42	0.64% 17,252.58	Aaa / AA+ NR	3.69 3.56
TOTAL Agency		21,460,000.00	1.60%	21,595,170.05 21,573,189.13	0.28%	22,155,740.07 93,182.50	13.37% 582,550.94	Aaa / AA+ Aaa	2.39 2.33
Cash									
90PITT\$00	City of Pittsburgh Cash Equivalents	15,347,829.57	Various 0.00%	15,347,829.57 15,347,829.57	1.00 0.00%	15,347,829.57 0.00	9.22% 0.00	NR / NR NR	0.00 0.00
90PITT\$02	City of Pittsburgh Additional Bonded Debt Funds	44,136,436.61	Various 0.00%	44,136,436.61 44,136,436.61	1.00 0.00%	44,156,577.95 0.00	26.53% 20,141.34	NR / NR NR	0.00 0.00
TOTAL Cash		59,484,266.18	0.00%	59,484,266.18	0.00%	59,504,407.52 0.00	35.75% 20,141.34	NR / NR NR	0.00 0.00
CMO									
3136B1XP4	FNMA 2018-M5 A2 3.560% Due 09/25/2021	180,660.31	04/11/2018 2.33%	184,253.85 181,963.11	101.30 1.46%	183,007.45 107.19	0.11% 1,044.34	NR / NR NR	1.24 0.72
3137BM6P6	FHLMC K721 A2 3.090% Due 08/25/2022	375,000.00	04/04/2018 2.84%	378,193.36 376,567.72	104.10 0.84%	390,383.63 965.63	0.24% 13,815.91	Aaa / NR NR	2.15 1.88
TOTAL CMO		555,660.31	2.68%	562,447.21 558,530.83	1.04%	573,391.08 1,072.82	0.35% 14,860.25	Aaa / NR NR	1.86 1.51
Commercial Paper									
46640PGM9	JP Morgan Discount CP 1.830% Due 07/21/2020	800,000.00	10/25/2019 1.88%	789,020.00 799,186.67	99.90 1.88%	799,186.67 0.00	0.48% 0.00	P-1 / A-1 F-1+	0.06 0.06

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
62479LHQ1	MUFG Bank Ltd Discount CP 1.640% Due 08/24/2020	1,250,000.00	02/18/2020 1.68%	1,239,294.44 1,246,925.00	99.75 1.68%	1,246,925.00 0.00	0.75% 0.00	P-1 / A-1 NR	0.15 0.15
TOTAL Commercial Paper		2,050,000.00	1.75%	2,028,314.44 2,046,111.67	1.75%	2,046,111.67 0.00	1.23% 0.00	P-1 / A-1 F-1+	0.11 0.11
Corporate									
02665WBT7	American Honda Finance Note 1.950% Due 07/20/2020	500,000.00	06/27/2019 2.25%	498,455.00 499,923.75	100.07 0.68%	500,351.00 4,360.42	0.30% 427.25	A3 / A- NR	0.05 0.06
40428HPV8	HSBC USA Inc Note 2.750% Due 08/07/2020	947,000.00	Various 2.43%	950,396.40 947,298.26	100.22 0.56%	949,121.28 10,417.00	0.58% 1,823.02	A2 / A- A+	0.10 0.10
857477AS2	State Street Bank Note 2.550% Due 08/18/2020	455,000.00	06/08/2017 1.94%	463,499.40 455,351.09	100.28 0.41%	456,292.66 4,286.48	0.28% 941.57	A1 / A AA-	0.13 0.13
857477AS2	State Street Bank Note 2.550% Due 08/18/2020	600,000.00	06/17/2019 2.24%	602,136.00 600,240.68	100.28 0.41%	601,704.60 5,652.50	0.36% 1,463.92	A1 / A AA-	0.13 0.13
14913Q2A6	Caterpillar Finl Service Note 1.850% Due 09/04/2020	355,000.00	09/05/2017 1.88%	354,701.80 354,982.27	100.27 0.34%	355,951.05 2,134.44	0.22% 968.78	A3 / A A	0.18 0.18
69371RN85	Paccar Financial Corp Note 2.050% Due 11/13/2020	135,000.00	11/06/2017 2.05%	134,987.85 134,998.50	100.63 0.35%	135,843.89 369.00	0.08% 845.39	A1 / A+ NR	0.37 0.37
94974BGR5	Wells Fargo Corp Note 2.550% Due 12/07/2020	1,440,000.00	05/06/2016 2.04%	1,471,910.40 1,443,034.54	100.93 0.42%	1,453,338.72 2,448.00	0.87% 10,304.18	A2 / A- A+	0.44 0.44
931142EA7	Wal-Mart Stores Note 1.900% Due 12/15/2020	945,000.00	10/11/2017 1.95%	943,629.75 944,801.36	100.66 0.45%	951,255.90 798.00	0.57% 6,454.54	Aa2 / AA AA	0.46 0.46
24422ETZ2	John Deere Capital Corp Note 2.350% Due 01/08/2021	245,000.00	01/03/2018 2.37%	244,872.60 244,977.80	101.01 0.41%	247,482.83 2,766.80	0.15% 2,505.03	A2 / A A	0.53 0.52
44932HAB9	IBM Credit Corp Note 1.800% Due 01/20/2021	475,000.00	09/05/2017 1.86%	474,016.75 474,837.72	100.97 0.05%	479,603.70 3,823.75	0.29% 4,765.98	A2 / A NR	0.56 0.55
02665WCD1	American Honda Finance Note 2.650% Due 02/12/2021	180,000.00	02/12/2018 2.70%	179,748.00 179,947.89	101.27 0.58%	182,285.64 1,841.75	0.11% 2,337.75	A3 / A- NR	0.62 0.61
69371RN93	Paccar Financial Corp Note 2.800% Due 03/01/2021	250,000.00	02/22/2018 2.82%	249,877.50 249,972.89	101.60 0.40%	254,006.50 2,333.33	0.15% 4,033.61	A1 / A+ NR	0.67 0.66
24422EUD9	John Deere Capital Corp Note 2.875% Due 03/12/2021	245,000.00	03/08/2018 2.90%	244,833.40 244,961.35	101.79 0.32%	249,374.97 2,132.69	0.15% 4,413.62	A2 / A A	0.70 0.69
63743HER9	National Rural Utilities Note 2.900% Due 03/15/2021	400,000.00	Various 2.99%	398,932.00 399,743.82	101.82 0.33%	407,274.80 3,415.56	0.25% 7,530.98	A2 / A A	0.71 0.70
911312BP0	UPS Note 2.050% Due 04/01/2021	380,000.00	11/09/2017 2.10%	379,399.60 379,866.69	101.29 0.33%	384,900.10 1,947.50	0.23% 5,033.41	A2 / A- NR	0.75 0.75

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
89236TEU5	Toyota Motor Credit Corp Note 2.950% Due 04/13/2021	295,000.00	04/10/2018 2.96%	294,882.00 294,969.21	101.94 0.48%	300,710.02 1,885.54	0.18% 5,740.81	A1 / A+ A+	0.79 0.78
38141GVU5	Goldman Sachs Group Inc Callable Note Cont 3/25/21 2.625% Due 04/25/2021	470,000.00	10/27/2017 2.50%	471,908.20 470,410.55	101.59 0.45%	477,488.04 2,261.88	0.29% 7,077.49	A3 / BBB+ A	0.82 0.73
427866BA5	Hershey Foods Corp Note 3.100% Due 05/15/2021	200,000.00	05/03/2018 3.12%	199,862.00 199,960.14	102.47 0.27%	204,947.80 792.22	0.12% 4,987.66	A1 / A NR	0.87 0.87
46625HRT9	JP Morgan Chase Callable Note Cont 5/7/2021 2.400% Due 06/07/2021	500,000.00	08/29/2019 2.00%	503,290.00 501,655.68	101.71 0.40%	508,526.00 800.00	0.31% 6,870.32	A2 / A- AA-	0.94 0.85
172967LC3	Citigroup Inc Callable Note Cont 11/8/2021 2.900% Due 12/08/2021	460,000.00	11/15/2017 2.66%	464,103.20 461,398.82	103.01 0.66%	473,864.40 852.28	0.29% 12,465.58	A3 / BBB+ A	1.44 1.33
06406RAA5	Bank of NY Mellon Corp Callable Note Cont 1/7/2022 2.600% Due 02/07/2022	1,000,000.00	02/07/2017 2.59%	1,000,460.00 1,000,147.87	103.30 0.42%	1,032,961.00 10,400.00	0.63% 32,813.13	A1 / A AA-	1.61 1.48
05531FAX1	Truist Financial Corporation Callable Note Cont 3/1/2022 2.750% Due 04/01/2022	710,000.00	04/03/2017 2.59%	715,360.50 711,820.77	103.67 0.54%	736,064.10 4,881.25	0.45% 24,243.33	A3 / A- A+	1.75 1.63
89236TEC5	Toyota Motor Credit Corp Note 2.150% Due 09/08/2022	475,000.00	09/08/2017 2.18%	474,439.50 474,754.20	103.36 0.60%	490,973.30 3,205.59	0.30% 16,219.10	A1 / A+ A+	2.19 2.13
69371RQ41	Paccar Financial Corp Note 1.900% Due 02/07/2023	500,000.00	10/31/2019 1.90%	499,975.00 499,979.99	103.49 0.55%	517,474.00 3,800.00	0.31% 17,494.01	A1 / A+ NR	2.61 2.53
91159HHG8	US Bancorp Callable Note Cont 12/29/2023 3.700% Due 01/30/2024	500,000.00	11/27/2019 2.03%	532,435.00 527,813.88	110.34 0.70%	551,699.00 7,759.72	0.34% 23,885.12	A1 / A+ AA-	3.59 3.27
TOTAL Corporate		12,662,000.00	2.30%	12,748,111.85 12,697,849.72	0.46%	12,903,495.30 85,365.70	7.80% 205,645.58	A2 / A A+	0.95 0.90
Investment Pool									
90PITT\$01	City of Pittsburgh Investment Pools	41,100,849.36	Various 0.00%	41,100,849.36 41,100,849.36	1.00 0.00%	41,302,769.74 0.00	24.82% 201,920.38	NR / NR NR	0.00 0.00
TOTAL Investment Pool		41,100,849.36	0.00%	41,100,849.36 41,100,849.36	0.00%	41,302,769.74 0.00	24.82% 201,920.38	NR / NR NR	0.00 0.00
Money Market Fund FI									
94975H296	Wells Fargo Treasury Plus MMFD 453	3,612.65	Various 0.05%	3,612.65 3,612.65	1.00 0.05%	3,612.65 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
94975H296	Wells Fargo Treasury Plus MMFD 453	4,256.55	Various 0.05%	4,256.55 4,256.55	1.00 0.05%	4,256.55 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	5,288.05	Various 0.05%	5,288.05 5,288.05	1.00 0.05%	5,288.05 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	7,560.83	Various 0.05%	7,560.83 7,560.83	1.00 0.05%	7,560.83 0.00	0.00% 0.00	Aaa / AAA NR	0.00 0.00
94975H296	Wells Fargo Treasury Plus MMFD 453	3,038,946.17	Various 0.05%	3,038,946.17 3,038,946.17	1.00 0.05%	3,038,946.17 0.00	1.83% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	2,167,053.79	Various 0.01%	2,167,053.79 2,167,053.79	1.00 0.01%	2,167,053.79 0.00	1.30% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	21,171.94	Various 0.01%	21,171.94 21,171.94	1.00 0.01%	21,171.94 0.00	0.01% 0.00	Aaa / AAA NR	0.00 0.00
TOTAL Money Market Fund FI		5,247,889.98	0.03%	5,247,889.98	0.03%	5,247,889.98 0.00	3.15% 0.00	Aaa / AAA NR	0.00 0.00
Municipal Bonds									
13063DGA0	California St GE-GO 2.800% Due 04/01/2021	525,000.00	04/18/2018 2.80%	525,021.00 525,005.37	101.67 0.57%	533,783.25 3,675.00	0.32% 8,777.88	Aa2 / AA- AA	0.75 0.74
TOTAL Municipal Bonds		525,000.00	2.80%	525,021.00 525,005.37	0.57%	533,783.25 3,675.00	0.32% 8,777.88	Aa2 / AA- AA	0.75 0.74
Negotiable CD									
96121T4A3	Westpac Banking Corp Yankee CD 2.050% Due 08/03/2020	870,000.00	08/03/2017 2.05%	870,000.00 870,000.00	100.18 0.05%	871,592.10 7,134.00	0.53% 1,592.10	Aa3 / AA- AA-	0.09 0.09
87019U6D6	Swedbank Inc Negotiable CD 2.270% Due 11/16/2020	945,000.00	11/16/2017 2.27%	945,000.00 945,000.00	100.71 0.42%	951,719.90 2,741.03	0.57% 6,719.90	Aa3 / A+ A+	0.38 0.39
TOTAL Negotiable CD		1,815,000.00	2.16%	1,815,000.00	0.25%	1,823,312.00 9,875.03	1.10% 8,312.00	Aa3 / A+ A+	0.24 0.24
Supranational									
459058GA5	Intl. Bank Recon & Development Note 1.625% Due 09/04/2020	475,000.00	08/22/2017 1.63%	474,900.25 474,994.12	100.23 0.30%	476,114.35 2,508.59	0.29% 1,120.23	Aaa / AAA AAA	0.18 0.18
4581X0CD8	Inter-American Dev Bank Note 2.125% Due 11/09/2020	470,000.00	10/02/2017 1.81%	474,356.48 470,506.84	100.63 0.36%	472,967.11 1,442.64	0.29% 2,460.27	Aaa / AAA AAA	0.36 0.36
45950KCM0	International Finance Corp Note 2.250% Due 01/25/2021	380,000.00	01/18/2018 2.35%	378,882.80 379,787.98	101.09 0.34%	384,123.00 3,705.00	0.23% 4,335.02	Aaa / AAA NR	0.57 0.56

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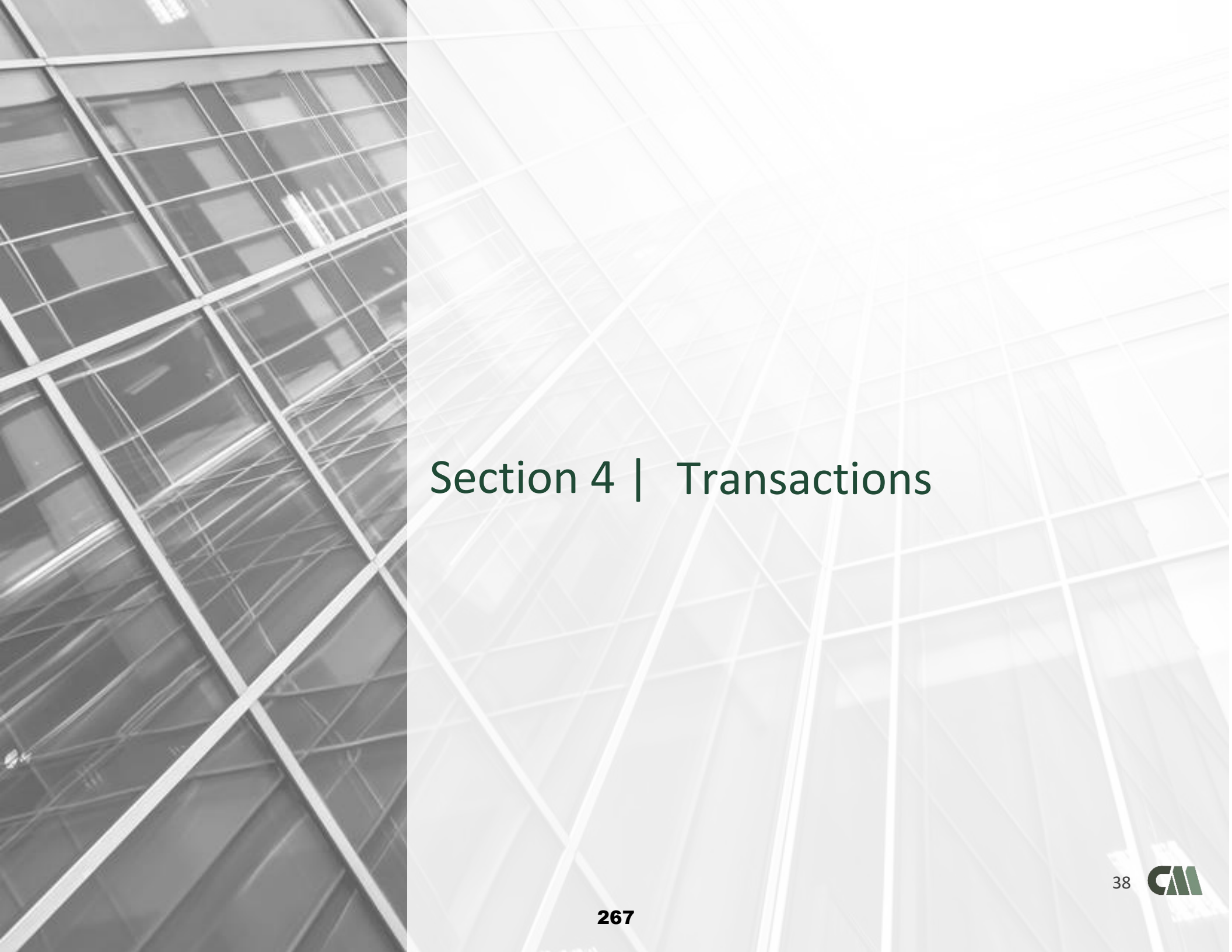
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
4581X0DB1	Inter-American Dev Bank Note 2.625% Due 04/19/2021	510,000.00	04/12/2018 2.70%	508,878.00 509,701.07	101.87 0.29%	519,548.22 2,677.50	0.31% 9,847.15	Aaa / AAA AAA	0.80 0.80
4581X0CZ9	Inter-American Dev Bank Note 1.750% Due 09/14/2022	480,000.00	02/21/2018 2.78%	459,004.80 469,843.07	103.24 0.28%	495,549.12 2,496.67	0.30% 25,706.05	Aaa / AAA AAA	2.21 2.16
4581X0DA3	Inter-American Dev Bank Note 2.500% Due 01/18/2023	245,000.00	06/04/2018 2.90%	240,768.85 242,664.97	105.56 0.31%	258,624.45 2,773.26	0.16% 15,959.48	Aaa / AAA NR	2.55 2.46
TOTAL Supranational		2,560,000.00	2.33%	2,536,791.18 2,547,498.05	0.31%	2,606,926.25 15,603.66	1.58% 59,428.20	Aaa / AAA Aaa	1.02 0.99
US Treasury									
912796XF1	US Treasury Bill 1.505% Due 08/20/2020	325,000.00	02/20/2020 1.54%	322,540.79 324,320.66	99.79 1.54%	324,320.66 0.00	0.19% 0.00	P-1 / A-1+ F-1+	0.14 0.14
912796XF1	US Treasury Bill 1.505% Due 08/20/2020	750,000.00	02/20/2020 1.54%	744,324.90 748,432.29	99.79 1.54%	748,432.29 0.00	0.45% 0.00	P-1 / A-1+ F-1+	0.14 0.14
912796XF1	US Treasury Bill 1.505% Due 08/20/2020	1,550,000.00	02/20/2020 1.54%	1,538,271.45 1,546,760.07	99.79 1.54%	1,546,760.07 0.00	0.93% 0.00	P-1 / A-1+ F-1+	0.14 0.14
912796XF1	US Treasury Bill 1.505% Due 08/20/2020	230,000.00	02/20/2020 1.54%	228,259.63 229,519.23	99.79 1.54%	229,519.23 0.00	0.14% 0.00	P-1 / A-1+ F-1+	0.14 0.14
912828B90	US Treasury Note 2.000% Due 02/28/2021	25,000.00	10/03/2016 1.15%	25,910.16 25,137.06	101.20 0.21%	25,298.83 167.12	0.02% 161.77	Aaa / AA+ AAA	0.67 0.66
912828WY2	US Treasury Note 2.250% Due 07/31/2021	400,000.00	11/22/2016 1.78%	408,500.00 401,962.30	102.23 0.19%	408,906.40 3,758.24	0.25% 6,944.10	Aaa / AA+ AAA	1.08 1.07
912828D72	US Treasury Note 2.000% Due 08/31/2021	2,085,000.00	Various 1.82%	2,100,526.95 2,089,194.81	102.12 0.18%	2,129,224.94 13,937.77	1.29% 40,030.13	Aaa / AA+ AAA	1.17 1.15
912828T67	US Treasury Note 1.250% Due 10/31/2021	1,075,000.00	Various 1.85%	1,047,376.95 1,066,752.78	101.43 0.17%	1,090,411.20 2,263.93	0.66% 23,658.42	Aaa / AA+ AAA	1.34 1.32
912828U81	US Treasury Note 2.000% Due 12/31/2021	535,000.00	06/26/2017 1.72%	541,499.41 537,162.52	102.73 0.18%	549,587.31 29.08	0.33% 12,424.79	Aaa / AA+ AAA	1.50 1.48
912828V72	US Treasury Note 1.875% Due 01/31/2022	1,095,000.00	05/08/2017 1.90%	1,093,802.34 1,094,598.47	102.68 0.18%	1,124,300.01 8,573.49	0.68% 29,701.54	Aaa / AA+ AAA	1.59 1.56
912828ZA1	US Treasury Note 1.125% Due 02/28/2022	1,000,000.00	03/24/2020 0.35%	1,014,960.94 1,012,881.26	101.58 0.17%	1,015,820.00 3,760.19	0.61% 2,938.74	Aaa / AA+ AAA	1.67 1.65
912828P4	US Treasury Note 1.875% Due 07/31/2022	230,000.00	01/02/2018 2.22%	226,585.94 228,445.37	103.55 0.17%	238,157.87 1,800.82	0.14% 9,712.50	Aaa / AA+ AAA	2.08 2.04
912828W9	US Treasury Note 1.875% Due 09/30/2022	1,200,000.00	04/02/2018 2.54%	1,166,109.37 1,183,034.02	103.83 0.17%	1,245,937.20 5,655.74	0.75% 62,903.18	Aaa / AA+ AAA	2.25 2.20

Holdings Report

As of June 30, 2020

City of Pittsburgh Total Consolidated - Account #10638

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912828L57	US Treasury Note 1.750% Due 09/30/2022	730,000.00	06/04/2018 2.74%	700,857.03 714,827.91	103.54 0.17%	755,863.90 3,211.20	0.46% 41,035.99	Aaa / AA+ AAA	2.25 2.21
912828M80	US Treasury Note 2.000% Due 11/30/2022	1,250,000.00	04/08/2019 2.30%	1,236,962.89 1,241,360.83	104.40 0.17%	1,305,028.75 2,117.49	0.79% 63,667.92	Aaa / AA+ AAA	2.42 2.37
912828Q29	US Treasury Note 1.500% Due 03/31/2023	570,000.00	05/01/2018 2.82%	535,800.00 550,879.26	103.64 0.17%	590,729.19 2,149.18	0.36% 39,849.93	Aaa / AA+ AAA	2.75 2.69
912828R69	US Treasury Note 1.625% Due 05/31/2023	1,000,000.00	11/27/2019 1.61%	1,000,664.06 1,000,552.43	104.21 0.18%	1,042,109.00 1,376.37	0.63% 41,556.57	Aaa / AA+ AAA	2.92 2.86
912828T91	US Treasury Note 1.625% Due 10/31/2023	700,000.00	09/25/2019 1.60%	700,628.91 700,511.62	104.77 0.19%	733,386.50 1,916.44	0.44% 32,874.88	Aaa / AA+ AAA	3.34 3.25
TOTAL US Treasury		14,750,000.00	1.84%	14,633,581.72 14,696,332.89	0.43%	15,103,793.35 50,717.06	9.11% 407,460.46	Aaa / AA+ Aaa	1.62 1.58
TOTAL PORTFOLIO		164,572,126.78	0.69%	164,629,517.54 164,648,238.08	0.16%	166,171,982.39 261,350.25	100.00% 1,523,744.31	Aa1 / AA Aaa	0.60 0.56
TOTAL MARKET VALUE PLUS ACCRUALS						166,433,332.64			



Section 4 | Transactions

Transaction Ledger

As of June 30, 2020

City of Pittsburgh Total Consolidated - Account #10638

March 31, 2020 through June 30, 2020

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/08/2020	3133ELWD2	920,000.00	FFCB Note 0.375% Due: 04/08/2022	99.852	0.45%	918,638.40	0.00	918,638.40	0.00
Purchase	05/06/2020	3133ELYR9	620,000.00	FFCB Note 0.25% Due: 05/06/2022	99.873	0.31%	619,212.60	0.00	619,212.60	0.00
Purchase	05/07/2020	3137EAER6	975,000.00	FHLMC Note 0.375% Due: 05/05/2023	99.958	0.39%	974,590.50	0.00	974,590.50	0.00
Purchase	05/22/2020	3135G04Q3	470,000.00	FNMA Note 0.25% Due: 05/22/2023	99.699	0.35%	468,585.30	0.00	468,585.30	0.00
Purchase	06/04/2020	3137EAEQ8	1,000,000.00	FHLMC Note 0.375% Due: 04/20/2023	100.144	0.32%	1,001,440.00	458.33	1,001,898.33	0.00
Purchase	06/26/2020	3137EAES4	955,000.00	FHLMC Note 0.25% Due: 06/26/2023	99.708	0.35%	952,211.40	0.00	952,211.40	0.00
Subtotal			4,940,000.00				4,934,678.20	458.33	4,935,136.53	0.00
Security Contribution	06/30/2020	90PITT\$01	10,100,346.18	City of Pittsburgh Investment Pools	1.000		10,100,346.18	0.00	10,100,346.18	0.00
Subtotal			10,100,346.18				10,100,346.18	0.00	10,100,346.18	0.00
TOTAL ACQUISITIONS			15,040,346.18				15,035,024.38	458.33	15,035,482.71	0.00
DISPOSITIONS										
Sale	04/06/2020	912828XU9	275,000.00	US Treasury Note 1.5% Due: 06/15/2020	100.281	2.82%	275,773.44	1,273.57	277,047.01	1,448.84
Sale	05/06/2020	912828VF4	190,000.00	US Treasury Note 1.375% Due: 05/31/2020	100.102	1.56%	190,192.97	1,127.80	191,320.77	216.16
Sale	05/06/2020	912828XU9	725,000.00	US Treasury Note 1.5% Due: 06/15/2020	100.160	2.82%	726,161.13	4,248.98	730,410.11	2,178.62

Transaction Ledger

As of June 30, 2020

City of Pittsburgh Total Consolidated - Account #10638

March 31, 2020 through June 30, 2020

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Sale	06/04/2020	3130AF2D8	1,000,000.00	FHLB Note 2.86% Due: 10/15/2020	100.958	2.94%	1,009,580.00	3,892.78	1,013,472.78	9,847.11
Sale	06/25/2020	912828WY2	375,000.00	US Treasury Note 2.25% Due: 07/31/2021	102.270	1.78%	383,510.74	3,384.27	386,895.01	6,643.14
Subtotal			2,565,000.00				2,585,218.28	13,927.40	2,599,145.68	20,333.87
Call	04/20/2020	69353RFC7	825,000.00	PNC Bank Callable Note Cont 4/19/2020 2% Due: 05/19/2020	100.000	2.69%	825,000.00	6,920.83	831,920.83	0.00
Subtotal			825,000.00				825,000.00	6,920.83	831,920.83	0.00
Maturity	04/01/2020	46640PD18	300,000.00	JP Morgan Discount CP 1.9% Due: 04/01/2020	99.156		300,000.00	0.00	300,000.00	0.00
Maturity	04/09/2020	912796TQ2	1,100,000.00	US Treasury Bill 1.492% Due: 04/09/2020	100.000		1,100,000.00	0.00	1,100,000.00	0.00
Maturity	04/21/2020	06051GFN4	1,250,000.00	Bank of America Corp Note 2.25% Due: 04/21/2020	100.000		1,250,000.00	0.00	1,250,000.00	0.00
Maturity	04/21/2020	459058FZ1	395,000.00	Intl. Bank Recon & Development Note 1.875% Due: 04/21/2020	100.000		395,000.00	0.00	395,000.00	0.00
Maturity	05/11/2020	369550BA5	275,000.00	General Dynamics Corp Note 2.875% Due: 05/11/2020	100.000		275,000.00	0.00	275,000.00	0.00
Maturity	05/11/2020	369550BA5	500,000.00	General Dynamics Corp Note 2.875% Due: 05/11/2020	100.000		500,000.00	0.00	500,000.00	0.00
Maturity	05/21/2020	06367BED7	1,500,000.00	Bank of Montreal Chicago Yankee CD 1.89% Due: 05/21/2020	100.000	1.89%	1,500,000.00	11,733.75	1,511,733.75	0.00
Maturity	06/05/2020	437076BQ4	235,000.00	Home Depot Note 1.8% Due: 06/05/2020	100.000		235,000.00	0.00	235,000.00	0.00
Subtotal			5,555,000.00				5,555,000.00	11,733.75	5,566,733.75	0.00
TOTAL DISPOSITIONS			8,945,000.00				8,965,218.28	32,581.98	8,997,800.26	20,333.87

Important Disclosures

As of June 30, 2020

2020 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

ICE BAML 1-3 Yr US Treasury/Agency Index

The ICE BAML 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies. (Index: G1A0. Please visit www.mlindex.ml.com for more information)