

Olivehurst Public Utility District



Agenda Item Staff Report

Meeting Date: 12/19/2024

Item description/summary:

Consider Pacific West Builders (PNW) occupancy for River Oaks Apartments prior to Electrical onsite at the lift station which OPUD will not accept without.

Olivehurst Public Utility District (OPUD) was requested by PNW to allow occupancy at the River Oaks Apartments for 48 units intended for low-income housing. The current restriction to OPUD taking over the facility is that the property has not been Grant Deeded over to OPUD nor is Electricity via PG&E expected until End of January (Soft probability) at the earliest. PNW would like to have occupancy soon. OPUD Manager stated an exception would be made if the following items are met.

1. Letter from PG&E stating the date (1/23/25 or thereabouts) for completion of the power to the lifts station.
2. Date that developer/contractor will complete electrical work after PG&E hook up.
3. You will agree in writing with a short MOU/agreement that you will pay all costs, including overtime, for OPUD to properly run the lift station.
4. Bond for any amount required to complete the lift station. If that amount is close to zero then a minimum bond of \$10,000.
5. Indemnity from you to OPUD for any issues relating to running the lift station without PG&E power.
6. Permit from FRAQMD for the generator.

All request items have been provided (still pending legal review).

Note following:

- *PWB will still own system and operate at risk*
- *Once PG&E connection is complete, PWB will be required to perform another start up test, prior to OPUD accepting the system*

Fiscal Analysis:

n/a

Employee Feedback

n/a

Sample Motion:

Accept motion to allow OPUD to operate Facility until PG&E is hooked up, pending Legal review.

Prepared by: Swarnjit Boyal, Public Work Engineer

ATTACHMENT A - SUPPORTING DOCUMENTS

From: [Drawver, Brent](#)
To: [Julie Duncan](#)
Cc: [Ryan Schneider](#)
Subject: RE: 35420433-Lift Station & PM35374809 - River Oaks Apts
Date: Monday, October 07, 2024 9:58:46 AM
Attachments: [image003.png](#)
[image005.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)
[image019.png](#)
[image001.png](#)
[image002.png](#)

Classification: Internal

Good Morning Julie,

I already requested scheduling for the lift station just because our schedules were getting stacked to 2025 already. See a breakdown for the pms I have for this site.

Lift station 35420433

sched 1/23/25- just waiting switchgear and your final inspection after mandrel

Streetlights 35465904.... Not currently scheduled do you have an anticipated date for readiness for the this or a target readiness so I can request scheduling now to try and get ahead of it?

35374809 apartment power

This is being managed by Michael Harvey

Brent Drawver

SENIOR NEW BUSINESS REPRESENTATIVE

SERVICE PLANNING DIVISION

29 4th st, Marysville, CA 95901

661.637.9807 cell

b1d0@pge.com



From: [Brandon Hall](#)
To: [Swarnjit Boyal](#); [Karla Sanders](#)
Cc: [Sondra Spaethe](#); [Ramiro Hernandez](#); [Wyllyam Escobedo](#); [nick pomeroy](#)
Subject: RE: Ross Ranch Lift Station
Date: Tuesday, December 10, 2024 3:11:10 PM
Attachments: [image002.png](#)
[image003.png](#)
[image005.png](#)

Attached is a photo of the PERP registration tag on the generator located at Ross Ranch lift station

Brandon Hall | Sr. Project Manager/Civil

Pacific West Builders

[530.401.7053](tel:530.401.7053)

430 E. State St., Suite 100

Eagle, ID 83616



brandonh@tpchousing.com | www.tpchousing.com

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From: Swarnjit Boyal <sboyal@opud.org>
Sent: Tuesday, December 10, 2024 7:27 AM
To: Karla Sanders <ksanders@fracmd.org>; Brandon Hall <BrandonH@tpchousing.com>
Cc: Sondra Spaethe <sspaethe@fracmd.org>; Ramiro Hernandez <RHernandez@FRAQMD.ORG>; Wyllyam Escobedo <WEscobedo@FRAQMD.ORG>; nick pomeroy <npomeroy@opud.org>
Subject: RE: Ross Ranch Lift Station

Karla,

Thank you for the response, much appreciated.

Best,

Swarnjit Boyal,
Public Works Manager
Olivehurst Public Utility District
530-743-8132 - Office
530-682-0736 - Cell
sboyal@opud.org - Email

Our Mission is to provide high quality services to enhance our community's quality of life.



From: Karla Sanders <ksanders@faqmd.org>
Sent: Monday, December 09, 2024 2:54 PM
To: Brandon Hall <BrandonH@tpchousing.com>; Swarnjit Boyal <sboyal@opud.org>
Cc: Sondra Spaethe <sspaethe@faqmd.org>; Ramiro Hernandez <RHernandez@FRAQMD.ORG>; Wyllyam Escobedo <WEscobedo@FRAQMD.ORG>
Subject: RE: Ross Ranch Lift Station

Good Afternoon,

I spoke with Brandon and went over the PERP regulations. A verified PERP registered engine can operate on startup operations for less than 90 days. To be on the safe side, you can send me the PERP registration number and I can put that in our records in case an inspector sees it operating.

Any operation longer than 90 days would need a local district permit or written authority from the District. Be sure to contact engineering@faqmd.org to request written authority or a permit application prior to the expiration of the 90 days.

Thanks,

Karla

Air Quality Compliance Supervisor

From: Brandon Hall <BrandonH@tpchousing.com>
Sent: Monday, December 9, 2024 11:24 AM
To: Swarnjit Boyal <sboyal@opud.org>
Cc: Karla Sanders <ksanders@faqmd.org>
Subject: RE: Ross Ranch Lift Station

You don't often get email from brandonh@tpchousing.com. [Learn why this is important](#)

Hi Swarnjit,

I had a phone conversation with Karla Sanders from FRAQMD on 11/26, and she walked me through the CARB website showing me the regulation that states if we are operating the generator for less than 90 days no permit is required. I have copied Karla on this email.

Karla, can you please confirm that we had this conversation, and you showed me where to look up the attached information. This is for temporary power at the Ross Ranch lift station for



CALIFORNIA
AIR RESOURCES BOARD

PORTABLE EQUIPMENT REGISTRATION PROGRAM



CALIFORNIA
AIR RESOURCES BOARD

Statewide Portable Equipment Registration Program

Registration Number:

202126

Expiration Date:

2/28/26



December 9, 2024

SUBJECT: Ross Ranch Lift Station MOU

The Pacific Companies will pay all costs incurred by OPUD in operating and maintaining the lift station, including but not limited to overtime, staffing, and any additional expenses necessary to ensure proper functioning. This agreement will last through the connection of permanent power by PG&E.

By: Pacific West Communities, Inc.,
an Idaho corporation

By: 
Name: Brad Glenn
Its: Director of Construction

OLIVEHURST PUBLIC UTILITY DISTRICT

By: _____
Name:
Its:

Initial: _____ Date: _____

BOND
(License or Permit – Continuous)

Bond No. DRAFT

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Pacific West Builders, Inc.
as Principal, and Atlantic Specialty Insurance Company, a corporation duly incorporated under the laws of the State of NY and authorized to do business in the State of CA, as Surety, are held and firmly bound unto Olivehurst Public Utility District, as Obligee, in the penal sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Ross Ranch Lift Station power

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on December 3, 2024

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this 3rd day of December, 2024.



Pacific West Builders, Inc.
Principal

By: _____

Atlantic Specialty Insurance Company

By: _____, Attorney-in-Fact
Jamie Armfield

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.



State of _____ }
County of _____ }

On _____ before me, _____, Notary Public
Date Name and Title of Notary

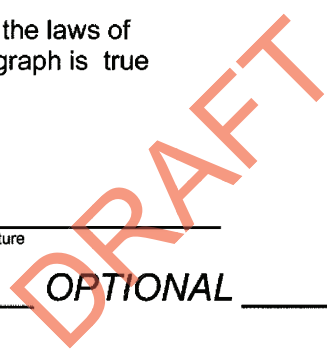
personally appeared _____
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public Signature Place Notary Public Seal Above



Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
 - Guardian or Conservator
 - Attorney-in-Fact
 - Trustee
 - Other: _____
- Signer is representing _____

- RIGHT THUMBPRINT
OF SIGNER**

Top of thumb

- Individual
 - Corporate Officer – Title(s): _____
 - Partner - Limited General
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 - Trustee
 - Other: _____
- Signer is representing _____

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OF SIGNER**

Top of thumb



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State of _____ }
County of _____ }

On _____ before me, _____, Notary Public
Date Name and Title of Notary

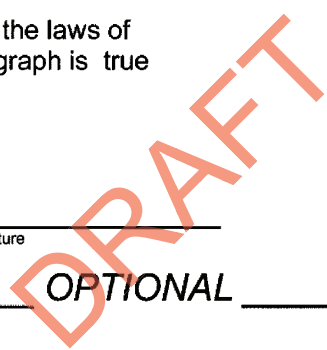
personally appeared _____
Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Individual
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 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
Signer is representing _____



Individual
 Corporate Officer – Title(s): _____
 Partner - Limited General
 Guardian or Conservator
 Attorney-in-Fact
 Trustee
 Other: _____
Signer is representing _____





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Amber Engel, Anna Smith, Brandon Akers, Debbie Lindstrom, Holly E. Ulfers, Jamie Armfield, Kathleen M. Mitchell, Kathy Nye, Kendall Young, Kristine Santamaria, Marina Matyunin, Roxana Palacios, Scott Alderman, Tara Koloski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

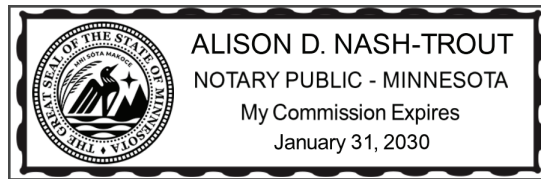
STATE OF MINNESOTA
HENNEPIN COUNTY



By _____

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 3rd day of December, 2024



Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

INDEMNITY AGREEMENT

This Agreement is entered this ___ day of December 2024 by and between Plumas Lake Family Associates, A California Limited Partnership, a California limited partnership ("Indemnitor") and Olivehurst Public Utility District ("Indemnitee"), and is based on the following facts.

1. Indemnitor is in the business of developing and building multi-family housing developments which contain units available to persons designated as low income.
2. Indemnitee is a public utility district responsible for providing and maintaining public utility services, including the operation of lift stations within the Plumas Lake area.
3. Indemnitor has requested that Indemnitee operate and maintain the lift station required for the Indemnitor's project in Plumas Lake, California, known as River Oaks Family Apartments.
4. Indemnitee understands that the proper operation of the lift station is necessary for the success of the Indemnitor's project.
5. In return for Indemnitee's agreement to operate and maintain the lift station, Indemnitor agrees to provide Indemnitee and its directors, officers, employees, agents, attorneys, and representatives indemnity on the following terms:
 - (a) The Indemnitor will pay all costs incurred by the Indemnitee in operating and maintaining the lift station, including but not limited to overtime, staffing, and any additional expenses necessary to ensure proper functioning.
 - (b) The Indemnitor will indemnify the Indemnitee against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which the Indemnitee may sustain or incur by reason of, or in consequence of, operating the lift station without PG&E power, unless caused by the gross negligence or willful misconduct of Indemnitee.
 - (c) The Indemnitor waives any defense that this instrument was executed prior to the date of any such partnership agreement, admitting and covenanting that this agreement was executed pursuant to the Indemnitor's request and in reliance on the Indemnitor's promise to execute this instrument.
 - (d) The obligation of the Indemnitor hereunder shall be continuous unless otherwise agreed in writing.
 - (e) This agreement may not be changed or modified orally. No change or modification shall be effective unless specifically agreed to in writing.
 - (f) This agreement shall be interpreted according to the laws of the State of California. This instrument is effective as of the date first written above.

In witness whereof, the parties hereby set their hands.

INDEMNITOR

PLUMAS LAKE PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

By: TPC HOLDINGS IX, LLC,
an Idaho limited liability company
Its: Administrative General Partner

By: Pacific West Communities, Inc.,
an Idaho corporation
Its: Manager

By: _____
Name: Caleb Roope
Its: President and CEO

By: RIVER OAKS-BBP LLC,
a California limited liability company
Its: Managing General Partner

By: Building Better Partnerships, Inc.
a California Nonprofit Public Benefit Corporation
Its: Manager

By: _____
Name: Gustavo Becerra
Its: President

INDEMNITEE

OLIVEHURST PUBLIC UTILITY DISTRICT

By: _____
Name:
Its: