



Roseburg Urban Sanitary Authority
1297 N.E. Grandview Drive
Roseburg, OR 97470

REGULAR MONTHLY BOARD MEETING
February 12, 2025

TABLE OF CONTENTS

<u>Item</u>	<u>Page No.</u>
Agenda February 12, 2025 Board Meeting	1
Minutes – January 15, 2025 Board Meeting	2-7
2023-2024 Annual Audit Report	8-55
Budget Process	56-59
General Managers Report	60-128
New Developments and Projects	129
Staff Reports – January. 2025	130
Jacobs Plant Operations Report	131-135
Budget to Actual Report	136-138
Financial Reports	
• Cash Disbursement Recap	139
• Accounts Payable Detail	140-147

ROSEBURG URBAN SANITARY AUTHORITY AGENDA – February 12th, 2025

Board Room, Administrative Offices

1297 NE Grandview Dr., Roseburg, Oregon 97470

[Public Online Access](#)

AGENDA – 4:00 pm Regular Meeting

1. Call to Order – Chair Dunn
2. Roll Call

John Dunn

David Campos

Tom Dole

Rob Lieberman

Kelsey Wood

3. Consider Minutes
 - a. January 15th, Regular Board Meeting
4. Audience Participation – In-Person / via Zoom®
5. 2023 – 2024 Annual Audit Report
 - a. Cody Savey will present the audit report
6. Budget Committee
 - a. Appointment of Steve Loosley to the Budget Committee
 - b. Appointment of Jim Baird as the Budget Officer
 - c. Adoption of Budget Calendar
7. General Managers Report
 - a. Ameresco – Energy Service Company
 - i. Projects Update
 - b. Umpqua St. Improvements – Project No. 24001
 - i. Project Update
 - c. Stephen St. Improvements – Project No. 24003
 - i. Project Update
 - d. Storage Building – Project No. 24005
 - i. Project Update
 - e. Bisulfite Building Scada Improvements – Project No. 24006
 - i. Project Update
8. New Developments
9. Staff Report
10. Plant Operations Report – Jacobs
11. Budget to Actual Report
12. Accounts Payable
13. Other Business
14. Adjourn

AMERICANS WITH DISABILITIES ACT NOTICE

Please contact the Authority's Finance Department, 1297 NE Grandview Dr., Roseburg, OR 97470 or by phone (541)672-1551 at least 48 hours prior to the scheduled meeting time if you need accommodation.

**ROSEBURG URBAN SANITARY AUTHORITY
BOARD MEETING OF THE BOARD OF DIRECTORS
MINUTES**

David Campos, called the regular monthly Board Meeting to order at 4:15 p.m. on January 15, 2025. The Board Meeting was held in-person and remotely broadcast by Zoom® Meeting.

ROLL CALL

Directors

Present: Kelsey Wood, David Campos & Tom Dole

Absent: Rob Lieberman and John Dunn

Others present: General Manager Jim Baird, Finance Director Christine Morris, Office Assistant II Harmony Williams, Collections Superintendent Steve Lusch, Ameresco Account Executive Kathleen Kelleher & Jacobs Project Manager Dan Prather

Consideration of the December 8, 2024 Board Meeting Minutes

Kelsey Wood moved to approve the minutes for the December 8, 2024 Roseburg Urban Sanitary Authority monthly Board Meeting.
Tom Dole seconded the motion.

David Campos requested "Roll Call" for the motion to approve the December 8, 2024 Board Meeting Minutes.

Vote By Roll Call

John Dunn	
Rob Lieberman	
Tom Dole	Yes
Kelsey Wood	Yes
David Campos	Yes

The motion was passed with a 3/0 vote

General Managers Report

Ameresco - Energy Service Company

The project team has been working with the DEQ, project team for the Clean Water State Revolving Fund to complete necessary additional information to complete the loan application. We are utilizing an ESCO (Ameresco) to fulfill these projects as approved by OAR 137-049-0680, ORS 279C.335 and several other state statutes. The DEQ has not used this alternative contracting method, and they are working to get approval to allow us to utilize this method of contracting.

We are in receipt of the Oregon Department of Energy Community Renewable Energy Grant (CREP) performance agreements. We have been selected for three grants No. 24-096 - Administration Building solar with battery storage; No. 24-101 Natural Treatment System floating solar and No. 24-102 Wastewater Treatment Facility solar. Ameresco and staff would recommend that the Board approve entering into these agreements.

Kelsey Wood moved to approve entering into agreements of Grant No. 24-096, Grant No. 24-101 and Grant No. 24-102.

Tom Dole seconded the motion.

David Campos requested "Roll Call" for the motion.

Vote By Roll Call

John Dunn	
Rob Lieberman	
Tom Dole	Yes
Kelsey Wood	Yes
David Campos	Yes

The motion was passed with a 3/0 vote

To keep the projects on schedule, we would like to proceed with the design for the WWTP solar array at a cost of approximately \$45,000. This will refine the cost estimate and help us meet the CREP maximum 12 month start date requirement.

Deer Creek Siphon Improvements - Project No. 23001

The Contractor, Black Pearl Paving & Excavation, has completed the work included in the contract. The contractor has submitted pay request No. 3 with an amount due for work completed this period of \$61,560. The total retainage for the project is \$12,125.15. The total request is \$73,685.15 for the work completed and release of retainage.

The project engineer, Tyler Molatore with the Dyer Partnership, and staff have reviewed pay request No. 3 and recommend that the Board approve the final payment and release of retainage of \$73,685.15.

Kelsey Wood made a motion to approve payment request No. 3 and retainage in the amount of \$73,685.15.

Tom Dole seconded the motion.

Vote By Roll Call

David Campos requested "Roll Call" for the motion to approve payment request No. 3 in the amount of \$73,685.15.

John Dunn	
Rob Lieberman	
Tom Dole	Yes
Kelsey Wood	Yes

David Campos Yes
The motion was passed with a 3/0 vote

Umpqua Street Improvements - Project, No. 24001

The Contractor, Northcore, is working on punch list items. There is not a pay request this month.

Stephens St. Improvements - Project, No. 24003

The Contractor (Cradar Enterprises Inc.) has installed approximately 400 feet of pipe and a manhole at Mosher and Stephens.

Storage Building - Project No. 24005

The Contractor, H3, has submitted payment request No. 6. The work completed this period is valued at \$104,398, with \$5,248 in retainage for a payment request of \$99,150. The project Engineer, Tom Rogers with Rogers Engineering, and staff have reviewed the request and recommend that the Board approve payment request No. 6 in the amount of \$99,150.

Kelsey Wood made a motion to approve payment request No. 6 in the amount of \$99,150.
Tom Dole seconded the motion.

Vote By Roll Call

David Campos requested "Roll Call" for the motion to approve payment request No. 6 in the amount of \$99,150.

John Dunn
Rob Lieberman
Tom Dole Yes
Kelsey Wood Yes
David Campos Yes
The motion was passed with a 3/0 vote

Bisulfite Building SCADA Improvements - Project No. 24006

The Contractor, Sims Electric, is working on punch list items. There is not a pay request this month.

Budget Recommendations

Rate increase – Although the rate study recommends an annual increase of \$10.00 per year to meet the projected \$80.00 per EDU, I feel that our customers are experiencing rate fatigue and would recommend that for the 2025-2026 FY we raise rates \$2.00 per EDU. This would keep us moving in a positive direction and not lose any of the gain we have been able to achieve. This would be a 4% rate increase with an inflationary rate of 2.4%.

To ensure completion of all tasks the Engineering Department must complete when the construction season is in full swing, it has been determined that the current staffing level in the Engineering Department is understaffed with the size and number of projects.

We have looked at the option of contracting with an outside firm to provide project inspection services. We utilized Western Testing for the Umpqua Street project to establish some idea of the

cost for this service. We estimate that contracting with an outside firm to provide inspection services for six months would be approximately \$127,000.

The cost including salary and benefits to add an additional Engineering Tech II is \$120,000. I would recommend that we include in the 2025 – 2026 budget year an additional Engineering Technician II in the Engineering Department.

Jacobs Plant Operations Report

Dan Prather advised that the treatment facility averaged 97% BOD removal and 96% Total Suspended Solids removal during December. The total Effluent flow was 163.52 million gallons.

Accounts Payable

The Board reviewed the Accounts Payable Report and Addendum for the January 2025 Accounts Payable and addressed questions.

Kelsey Wood made a motion to approve the Accounts Payable Report and Addendum as presented. Tom Dole seconded the motion.

Vote By Roll Call

David Campos requested “Roll Call” for the motion to approve Accounts Payable and the Addendum as presented:

John Dunn	
Rob Lieberman	
Tom Dole	Yes
Kelsey Wood	Yes
David Campos	Yes

The motion was passed with a 3/0 vote

Executive Session

At 4:50 p.m. David Campos called for an Executive Session to discuss the General Manager’s evaluation as stated in ORS 192.660(2)(i). At this time staff left, leaving the General Manager and Board Members remaining to evaluate the General Manager for his work during the year 2024.

At 5:08 p.m. staff were called back in to the meeting and David Campos resumed the regular Board Meeting.

Kelsey Wood moved to approve a 3% Extended Merit Pay bonus for RUSA’s General Manager Jim Baird.

Tom Dole seconded the motion.
The motion passed unanimously.

Other Business

Staff made the Board aware that there is a need for an additional signatory to be authorized to sign checks. Staff asked David Campos if he would be willing to act as an additional signatory, to which he agreed that he would.

Kelsey Wood made a motion to add David Campos to the list of approved signatories along with the current signatories, James Baird, John Dunn and Rob Lieberman for the bank accounts at Banner Bank for Roseburg Urban Sanitary Authority.
Tom Dole seconded the motion.

David Campos requested "Roll Call" for the motion to add David Campos as a signatory:

John Dunn	
Rob Lieberman	
Tom Dole	Yes
Kelsey Wood	Yes
David Campos	Yes

The motion was passed with a 3/0 vote

Attached Additional Items Presented

Accounts Payable Addendum

Respectfully submitted,



Harmony Williams
Office Assistant II

ADDENDUM TO JANUARY 15, 2025 BOARD PACKET

Accounts Payable

Checks by Date - Detail by Check Date

User: christine
 Printed: 1/15/2025 2:00 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	PBPP 27218023	Pitney Bowes Purchase Power Postage machine refill	01/15/2025	150.00
Total for this ACH Check for Vendor PBPP:				150.00
52573	Chytka 169689	Chytka Pest Control LLC Monthly pest control service	01/15/2025	40.00
Total for Check Number 52573:				40.00
52574	WATER Dec 2024 Keady	City of Roseburg Water usage - Keady Ct	01/15/2025	55.46
Total for Check Number 52574:				55.46
52575	Reiner C355OR C355OR frt	Reiner Pump Systems, Inc. ABS Submersible Pump ABS Submersible Pump - Expedited shipping co	01/15/2025	13,889.00 3,900.00
Total for Check Number 52575:				17,789.00
Total for 1/15/2025:				18,034.46
Report Total (4 checks):				18,034.46



ROSEBURG URBAN SANITARY AUTHORITY
ROSEBURG, OREGON

Financial Statements and Supplementary Information
Years Ended June 30, 2024 and 2023

ROSEBURG URBAN SANITARY AUTHORITY

Roseburg, Oregon

**FINANCIAL STATEMENTS AND SUPPLEMENTARY
INFORMATION**

YEARS ENDED JUNE 30, 2024 AND 2023

Prepared by:

RUSA Finance Department

ROSEBURG URBAN SANITARY AUTHORITY

Years ended June 30, 2024 and 2023

Table of Contents

	<u>Page</u>
Introductory Section:	
Board of Directors and Registered Agent	1
Financial Section:	
Independent Auditor's Report	2 - 4
Management's Discussion and Analysis	5 - 8
Basic Financial Statements:	
Balance Sheets	9
Statements of Revenues, Expenses and Changes in Net Position	10
Statements of Cash Flows	11
Notes to Financial Statements	12 - 26
Required Supplementary Information:	
Schedule of the Proportionate Share of the Net Pension Liability	27
Schedule of Pension Contributions	27
Notes to Required Supplementary Information	28
Supplementary Information:	
Combining Balance Sheet - All Funds Used for Budgetary Reporting	29
Combining Schedule of Revenues, Expenditures and Change in Fund Balance - All Funds Used for Budgetary Reporting	30
Schedule of Appropriated Expenditures and Other Budgetary Requirements - Budgetary Basis - General Fund	31
Schedules of Budgeted and Actual Resources and Requirements - Budgetary Basis:	
General Fund	32
Infrastructure Replacement Reserve Fund	33
Asset Acquisition and Replacement Fund	34
Plant Equipment Replacement Fund	35
Treatment Plant Expansion Reserve Fund	36
Collection System Expansion Fund	37
Comments and Disclosures of Independent Auditor Required by State Regulations	38 - 39

INTRODUCTORY SECTION

ROSEBURG URBAN SANITARY AUTHORITY

Board of Directors and Registered Agent

June 30, 2024

CHAIRMAN OF THE BOARD:

Term of Office

John Dunn
1440 SE Brush
Roseburg, OR 97470

7/1/2021 - 6/30/2025

BOARD MEMBERS:

Robert Lieberman
P.O. Box 666
Winchester, OR 97496

7/1/2021 - 6/30/2025

Kelsey Wood
428 NW Garden Valley Blvd.
Roseburg, OR 97470

7/1/2023 - 6/30/2027

Tom Dole
106 River Ridge Avenue
Roseburg, OR 97471

7/1/2023 - 6/30/2027

David Campos
1858 NE Sunset
Roseburg, OR 97471

7/1/2021 - 6/30/2025

REGISTERED AGENT AND OFFICER:

Jim Baird
1297 NE Grandview Drive
Roseburg, OR 97470

FINANCIAL SECTION



1976 Garden Ave.
Eugene, OR 97403
541.342.5161
www.islercpa.com

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Roseburg Urban Sanitary Authority
Roseburg, Oregon

Opinion

We have audited the accompanying financial statements of the Roseburg Urban Sanitary Authority ("Authority" or "RUSA"), as of and for the years ended June 30, 2024 and 2023, and the related notes to the financial statements, which collectively comprise RUSA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RUSA, as of June 30, 2024, and 2023 and the changes in its financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of RUSA, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about RUSA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of RUSA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about RUSA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedule of proportionate shares of the net pension liability, and the schedule of pension contributions, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise RUSA's basic financial statements. The combining schedules and the budgeted and actual schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining schedules and budgeted and actual schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Report on Other Legal and Regulatory Requirements

In accordance with the Minimum Standards of Audits of Oregon Municipal Corporations, we have issued our report dated January 7, 2025 on our consideration of RUSA's compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance.



By Paul Nielson, a member of the firm
for Isler CPA
January 7, 2025

ROSEBURG URBAN SANITARY AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
Years ended June 30, 2024 and 2023

GASB 34 requires Roseburg Urban Sanitary Authority ("RUSA" or "the Authority") to provide this overview and analysis of its financial activities for the fiscal year, and it should be read in conjunction with the accompanying Basic Financial Statements. All amounts, unless otherwise indicated, are expressed in thousands of dollars (\$1,000).

FINANCIAL HIGHLIGHTS

- The assets of RUSA exceeded its liabilities at the close of June 30, 2024 by \$51,898, an increase of \$4,680. Of this amount, \$15,154 (unrestricted net position) may be used to meet ongoing obligations and \$34,597 is invested in capital assets net of accumulated depreciation.
- Total Operating revenues were \$10,039, an increase of \$2,771 from the prior year. Operating expenses totaled \$6,512, a increase of \$440 from the prior year. The difference between operating revenues and operating expenses resulted in operating income of \$3,526.
- RUSA has \$34,597 in capital assets, net of accumulated depreciation. This is a increase of \$2,090 from the prior year. RUSA also recognized \$1,686 in depreciation expense in the current fiscal year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to RUSA's Basic Financial Statements. The Basic Financial Statements include the notes to the financial statements. In addition to these statements, this report also contains supplementary information.

RUSA is a self-supporting entity and follows enterprise fund reporting, accordingly, the financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. RUSA's annual report consists of the Balance Sheets, the Statements of Revenues, Expenses and Changes in Net Positions and the Statements of Cash Flows. The Balance Sheets provide information about the financial position of RUSA, including all of its capital assets and long-term liabilities, on the full accrual basis, similar to that used by corporations. The Statements of Revenues, Expenses and Changes in Net Positions present information showing how RUSA's net position has changed as a result of current year operations. Regardless of when cash is affected, all changes in net position are reported when the underlying transactions occur. As a result, there are transactions included that do not affect the cash flow until future fiscal periods. The Statements of Cash Flows present information showing how the Authority's cash balance changed as a result of current year operations. This statement is prepared using the direct method and includes the reconciliation of operating income to net cash provided by operating activities (indirect method).

The notes to the financial statements provide additional information that is essential to a complete understanding of the data provided in the financial statements.

ROSEBURG URBAN SANITARY AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
Years ended June 30, 2024 and 2023

FINANCIAL ANALYSIS

Total assets, liabilities, deferred inflows/outflows of resources, and net position were as follows:

	<u>2024</u>	<u>2023</u>	<u>2022</u>	Change 2023 - 2024	
				<u>Amount</u>	<u>Percent %</u>
Assets:					
Current assets	\$ 18,518	\$ 15,819	\$ 13,372	\$ 2,699	17.1
Noncurrent receivables	493	566	640	(73)	(12.9)
Capital assets (net)	<u>34,597</u>	<u>32,507</u>	<u>33,014</u>	<u>2,090</u>	6.4
Total assets	53,608	48,892	47,026	4,716	9.6
Deferred outflow of resources	<u>741</u>	<u>742</u>	<u>876</u>	<u>(1)</u>	(0.1)
Total assets and deferred outflows of resources	<u>54,349</u>	<u>49,634</u>	<u>47,902</u>	<u>4,715</u>	9.5
Liabilities:					
Current liabilities	364	375	350	(11)	(2.9)
Net pension liability	<u>1,911</u>	<u>1,520</u>	<u>1,191</u>	<u>391</u>	25.7
Total liabilities	<u>2,275</u>	<u>1,895</u>	<u>1,541</u>	<u>380</u>	20.1
Deferred inflow of resources	<u>176</u>	<u>521</u>	<u>1,021</u>	<u>191</u>	36.7
Total liabilities and deferred inflows of resources	<u>2,451</u>	<u>2,416</u>	<u>2,562</u>	<u>571</u>	9.5
Net position:					
Net investment in capital assets	34,597	32,507	33,013	2,090	6.4
Restricted	2,147	1,614	1,263	533	33.0
Unrestricted	<u>15,154</u>	<u>13,097</u>	<u>11,064</u>	<u>2,057</u>	15.7
Total net position	<u>\$ 51,898</u>	<u>\$ 47,218</u>	<u>\$ 45,340</u>	<u>\$ 4,680</u>	9.9

Total assets increased for this fiscal year by \$4,716. Current assets increased by \$2,699 mainly as a result of an increase of \$2,389 in cash.

Total liabilities increased by \$380 from last year. The increases are primarily related to an increase of \$391 to the net pension liability.

Net position may serve as a useful indicator of RUSA's financial position. As of June 30, 2024, assets exceeded liabilities by \$51,898, a 9.9 percent increase over the prior period. Investment in capital assets are considered unavailable for current expenditure and accounts for 66.7 percent of the total net position (68.8 percent of total net position at June 30, 2023). Unrestricted net position accounts for 29.2 percent of the total net position (27.7 percent of the total net position at June 30, 2023). Unrestricted assets are normally the part of net position used to finance day-to-day operations without constraints established by debt covenants or other legal requirements. Restricted net position represents assets set aside for future system development.

ROSEBURG URBAN SANITARY AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
Years ended June 30, 2024 and 2023

FINANCIAL ANALYSIS, continued

The following schedule presents a summary of revenues, expenses and increase in net position for the Authority and the amount and percentage change from 2023 to 2024.

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>Change 2023 - 2024</u>	
				<u>Amount</u>	<u>Percent %</u>
Operating revenues:					
User service fees	\$ 9,970	\$ 7,185	\$ 6,898	\$ 2,785	38.8
Other revenues	<u>69</u>	<u>83</u>	<u>124</u>	<u>(14)</u>	(16.9)
Total operating revenues	10,039	7,268	7,022	2,771	38.1
Nonoperating revenues:					
Grants	21	46	10	(25)	(54.3)
Gain (loss) on sale of assets	17	6	2	11	183.3
Interest income	<u>772</u>	<u>422</u>	<u>88</u>	<u>350</u>	82.9
Total nonoperating revenues	<u>810</u>	<u>474</u>	<u>100</u>	<u>336</u>	70.9
Total revenues	<u>10,849</u>	<u>7,742</u>	<u>7,122</u>	<u>3,107</u>	40.1
Operating expenses:					
Personal services	2,234	1,926	1,826	308	16.0
Materials and services	2,592	2,459	2,443	133	5.4
Depreciation	<u>1,686</u>	<u>1,687</u>	<u>1,691</u>	<u>(1)</u>	(0.1)
Total operating expenses	6,512	6,072	5,960	440	7.2
Change in net position before contributions	4,337	1,670	1,162	2,667	159.7
Capital contributions	<u>343</u>	<u>208</u>	<u>528</u>	<u>135</u>	64.9
Change in net position	4,680	1,878	1,690	2,802	149.2
Net position-beginning	<u>47,218</u>	<u>45,340</u>	<u>43,650</u>	<u>1,878</u>	4.1
Net position-ending	<u>\$ 51,898</u>	<u>\$ 47,218</u>	<u>\$ 45,340</u>	<u>\$ 4,680</u>	9.9

Total operating revenues increased by 38.1 percent as compared to the prior period. This increase was primarily related to increases in user service fees. Other revenues consist of miscellaneous collection service fees, title clearance fees and other miscellaneous income. Operating expenses increased by 7.2 percent as compared to the prior period. Personal services increased by 16.0 percent due a temporary decrease in staff in the collection department due to staffing turnover.

Total nonoperating revenues and expenses increased primarily due to increases in investment earnings.

Capital contributions increased 64.9 percent from the prior period due primarily to more system development charges received during the year.

ROSEBURG URBAN SANITARY AUTHORITY
MANAGEMENT'S DISCUSSION AND ANALYSIS
Years ended June 30, 2024 and 2023

CAPITAL ASSETS

At June 30, 2024, RUSA had \$34,597 invested in a broad range of capital assets, including land, buildings, machinery, pump stations, reservoirs, distribution systems and construction in progress. For the year ended June 30, 2024, RUSA had \$3,776 in additions.

Depreciation expense was \$1,686 and \$1,687 for the years ended June 30, 2024 and 2023, respectively.

RUSA's Capital Assets (net of depreciation)

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Land	\$ 768	\$ 768	\$ 768
Construction in progress	614	760	41
Collection system and pump station	23,978	21,210	21,563
Treatment plants	8,213	8,666	9,367
Office building and rental houses	172	129	154
Equipment	<u>852</u>	<u>974</u>	<u>1,121</u>
Total	<u>\$ 34,597</u>	<u>\$ 32,507</u>	<u>\$ 33,014</u>

Additional information on RUSA's capital assets can be found in the notes to the financial statements in the note titled Capital assets.

REQUEST FOR INFORMATION

Our financial report is designed to provide our ratepayers and creditors with an overview of RUSA's finances. If you have any questions about this report or need any clarification of information please contact the Finance Department at the Roseburg Urban Sanitary Authority. Our address is: 1297 NE Grandview, Roseburg, Oregon 97470.

BASIC FINANCIAL STATEMENTS

ROSEBURG URBAN SANITARY AUTHORITY

Balance Sheets

June 30, 2024 and 2023

	2024	2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 16,930,048	\$ 14,732,895
Receivables:		
Sewer service charges (net of allowance of \$7,500 for 2024 and 2023)	839,316	568,142
Interest	40,839	41,027
SDC	72,762	72,762
Prepaid expenses	207,088	177,448
Due from OMI	152,682	-
Taxes Receivable (net of allowance of \$1,120 for 2023 and 2022)	275,408	226,578
Total current assets	18,518,143	15,818,852
Noncurrent assets:		
SDC receivables	465,250	538,203
Assessments receivable	27,570	27,570
Capital assets - net	34,596,840	32,507,426
Total noncurrent assets	35,089,660	33,073,199
Total assets	53,607,803	48,892,051
DEFERRED OUTFLOW OF RESOURCES		
Deferred outflow of resources related to pensions	741,414	742,401
Total assets and deferred outflow of resources	\$ 54,349,217	\$ 49,634,452
LIABILITIES		
Current liabilities:		
Accounts payable	\$ 237,628	\$ 267,398
Accrued payroll liability	125,927	107,214
Total current liabilities	363,555	374,612
Noncurrent liabilities:		
Net pension liability	1,911,284	1,519,917
Total liabilities	2,274,839	1,894,529
DEFERRED INFLOW OF RESOURCES		
Deferred inflow of resources related to pensions	176,369	521,426
NET POSITION		
Net investment in capital assets	34,596,840	32,507,426
Restricted for future development, collection system	1,327,507	981,563
Restricted for future development, treatment plant	819,944	632,096
Unrestricted	15,153,718	13,097,412
Total net position	51,898,009	47,218,497
Total liabilities, deferred inflow of resources and net position	\$ 54,349,217	\$ 49,634,452

See accompanying notes to financial statements.

ROSEBURG URBAN SANITARY AUTHORITY

Statements of Revenues, Expenses and Changes in Net Position

Years ended June 30, 2024 and 2023

	2024	2023
Operating revenues:		
User service fees	\$ 9,970,419	\$ 7,184,969
Other revenue	68,411	83,391
Total operating revenues	10,038,830	7,268,360
Operating expenses:		
Personal services	2,234,449	1,925,722
Materials and services	2,591,615	2,459,229
Depreciation	1,686,374	1,687,208
Total operating expenses	6,512,438	6,072,159
Operating income (loss)	3,526,392	1,196,201
Nonoperating revenues and expenses		
Investment earnings	772,193	422,666
Gain (loss) on sale of capital assets	16,819	5,658
Grants	20,887	45,732
Total nonoperating revenue and expenses	809,899	474,056
Income (loss) before contributions	4,336,291	1,670,257
Capital contributions:		
System development charges	343,221	207,864
Total capital contributions	343,221	207,864
Change in net position	4,679,512	1,878,121
Net position - beginning of year	47,218,497	45,340,376
Net position - end of year	\$ 51,898,009	\$ 47,218,497

See accompanying notes to financial statements.

ROSEBURG URBAN SANITARY AUTHORITY

Statements of Cash Flows Years ended June 30, 2024 and 2023

	2024	2023
Cash flows from operating activities:		
Receipts from customers and users	\$ 9,719,013	\$ 7,224,795
Payments to suppliers	(2,803,706)	(2,467,691)
Payments to employees	(2,168,439)	(1,943,653)
Net cash provided by operating activities	4,746,868	2,813,451
Cash flows from capital and related financing activities:		
Acquisition and construction of capital assets	(3,775,788)	(1,181,039)
Connection fees and other capital contributions	416,174	282,457
Proceeds from sale of capital assets	16,819	5,658
Proceeds from grants	20,887	45,732
Net cash used by capital and related financing activities	(3,321,908)	(847,192)
Cash flows from investing activities:		
Interest received on investments	772,193	422,666
Net increase (decrease) in cash and cash equivalents	2,197,153	2,388,925
Cash and cash equivalents, July 1	14,732,895	12,343,970
Cash and cash equivalents, June 30	\$ 16,930,048	\$ 14,732,895
Reconciliation of operating income (loss) to net cash provided by operating activities:		
Operating income (loss)	\$ 3,526,392	\$ 1,196,201
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:		
Depreciation	1,686,375	1,687,208
Net change in pension liability and deferrals	47,294	(36,753)
Changes in operating assets and liabilities:		
Change in receivables	(319,815)	(43,565)
Prepaid expenses	(29,639)	(14,410)
Due from OMI	(152,682)	-
Accrued payroll liabilities	18,713	18,822
Accounts payable	(29,770)	5,948
Net cash provided by operating activities	\$ 4,746,868	\$ 2,813,451

See accompanying notes to financial statements.

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

I. Summary of significant accounting policies

A. Reporting entity

The Roseburg Urban Sanitary Authority ("Authority" or "RUSA") was formed pursuant to ORS Chapter 198 and ORS Chapter 450. It is a sanitary authority created by popular vote on March 29, 1983. At this same election, a Board of Directors was elected to serve as the governing body for two and four year terms, to be determined by lot. On April 13, 1983, the Board of Commissioners of Douglas County ordered the formation of the Authority and directed certification of the Board of Directors.

The facilities, systems, and equipment of the North Umpqua Sanitary District and the North Roseburg Sanitary District were transferred to the Authority as were the City of Roseburg's sewage collection and treatment system.

RUSA became functional July 1, 1983, under a budget adopted for the fiscal year 1983-1984. The Authority assumed the operation and maintenance of the entire collection systems and treatment plants formerly operated and maintained by the City of Roseburg, the North Umpqua Sanitary District, and the North Roseburg Sanitary District and now performs sewer collection and treatment of waste for those customers located within their boundaries.

B. Basis of accounting

The Authority maintains its accounting records in accordance with generally accepted accounting standards for proprietary funds. Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing or delivering goods in connection with a proprietary fund's ongoing operations. The principal operating revenues of the Authority are monthly user service fees. User service fees are recorded as revenue when earned. Operating expenses include costs that are directly related to the operation and maintenance of the collection systems as well as administrative expenses and depreciation on capital assets. Revenues and expenses related to financing systems development and other activities are reflected as nonoperating.

The Authority's accounting records are maintained on a fund accounting basis required for budgetary reporting by the State of Oregon, but for financial reporting purposes the financial statements are presented as a single consolidated operating utility enterprise. The nature and purpose of these funds are as follows:

The General fund is the operating fund of the Authority. It is used to account for all financial resources except those required to be accounted for in another fund. The primary source of revenue is sewer fees. The primary expenses are personal services and other operating costs.

The Infrastructure Replacement Reserve fund is used to fund major infrastructure replacement projects as identified by the master plan and authorized by the Board of Directors. Revenue consists of sewer fees and transfers from the General fund.

The Asset Acquisition and Replacement fund is used to provide a place to build a reserve for future major asset acquisition and/or asset replacement which are projected. The intent is to transfer, in the future, from this fund to the appropriate fund where an asset is to be budgeted and acquired. The primary source of revenue is sewer fees.

The Plant Equipment Replacement fund is used to account for wastewater treatment plant equipment replacement. Revenue consists of transfers from the General fund and interest earned.

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

I. Summary of significant accounting policies (continued)

B. Basis of accounting (continued)

The Treatment Plant Expansion Reserve fund was established to account for money that is used for treatment plant expansion. The primary sources of revenue are system development charges and interest earned.

The Collection System Expansion fund is used for the deposit of collection system development funds. These monies are restricted to expansion of capacity in the collection system. The primary sources of revenue are system development charges and interest earned.

C. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of revenues, expenses, and ending net position during the reporting period. Actual results could differ from those estimates.

D. Assets, deferred outflows, liabilities, deferred inflows and net position

1. Cash and cash equivalents

The Authority's cash and cash equivalents are considered to be cash on hand, demand deposits and all amounts in the State of Oregon Local Government Investment Pool (LGIP).

The Authority is legally authorized to invest in the types of investments listed in Oregon Revised Statutes section 294.035. RUSA's investments consist of certificates of deposit and balances in the LGIP, all of which are authorized by Oregon Revised Statutes and are considered cash equivalents by the Authority.

2. Receivables

Sewer service charges receivable includes all monthly charges due for services provided through June 30. An allowance of \$7,500 has been established for estimated vacancy credits. On July 1 of each year, the Authority turns over delinquent accounts to the Douglas County Assessor for certification on the property tax rolls. The Douglas County Assessor, in turn, collects and remits them back to the Authority. The Authority estimates that \$ 1,120 of the amount certified will be uncollectible. The balance of delinquent accounts turned over to the Assessor but not yet collected was \$275,408 and \$226,578 at June 30, 2024 and 2023 respectively.

Assessments and SDC receivables represent the uncollected amounts levied against benefited property for the cost of local improvements. Assessments and SDCs are recorded as a receivable and nonoperating revenue at the time the property owners are assessed for the improvement. Because the assessments are liens against the benefited property, an allowance for uncollectible amounts is not deemed necessary. Assessments are payable over twenty years and currently bear interest of 5.3%. Terms of SDCs agreements vary. SDC receivables for the year ended June 30, 2024 are payable over ten years and currently bear interest of 4.4%.

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

I. Summary of significant accounting policies (continued)

D. Assets, deferred outflows, liabilities, deferred inflows and net position (continued)

3. Capital assets

Capital assets are defined by the Authority as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets purchased or constructed by the Authority are recorded at cost. The facilities, systems, and equipment of the North Umpqua Sanitary District and the North Roseburg Sanitary District, and the facilities, system, and equipment used in operating a sewage collection and treatment system by the City of Roseburg were contributed to the Authority by the respective entities. These contributed assets were recorded at estimated historical cost on the date of the transfer. Subsequent donated capital assets are recorded at their acquisition value on the date contributed.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Capital assets are depreciated using the straight line method over the following estimated useful lives:

Assets	Years
Buildings - administrative office	40
Sewer system - collection and treatment facilities	40 - 50
Equipment	5
Regional wastewater treatment facility:	
Buildings	30 - 50
Equipment	5 - 30
Computer equipment	5

4. Prepaid expenses

These balances arise from paying invoices in the current fiscal year that are included in the budget of the next fiscal year at which time the expenditure/expense will be recognized as consumed.

5. Compensated absences

It is the Authority's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. There is no liability for unpaid accumulated sick leave since the Authority does not have a policy to pay any amounts when employees separate from service. All vacation pay is accrued when incurred.

6. Subscription Based IT Arrangements (SBITA)

The Authority recognizes a subscription asset and liability at the inception of the agreement. Future payments are discounted to present value using an appropriate interest rate determined by Authority management. The subscription asset is amortized over the life of the contract using a systematic and rational approach. The subscription liability is reduced by payments made with a portion being allocated to principal and interest. The Authority has analyzed all contracts potentially meeting the definition of a SBITA and determined no contracts are required to be reported as SBITAs for the period ending June 30, 2024.

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

I. Summary of significant accounting policies (continued)

D. Assets, deferred outflows, liabilities, deferred inflows and net position (continued)

7. Deferred Outflows/Inflows of Resources

In addition to assets, the balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense) until then. The Authority has one item that qualifies for reporting in this category. It is the deferred amounts relating to pensions. This amount is deferred and recognized as an outflow of resources in the period when the Authority recognizes pension expense.

In addition to liabilities, the balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to future periods and so will not be recognized as an inflow of resources (revenue) until that time. The Authority has one item that qualifies for reporting in this category, the deferred amounts related to pensions. This amount is deferred and recognized as an inflow of resources in the period when the Authority recognizes pension income.

A detailed description of these accounts and how they are calculated are discussed in note IV.C.

8. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Oregon Public Employees Retirement System (OPERS) and additions to/deductions from OPERS's fiduciary net position have been determined on the same basis as they are reported by OPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

9. Net Position

Net position is defined as the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources in the Authority's financial statements.

Proprietary fund net position comprises the various net earnings from operations, non-operating revenues, expenses and contributions of capital. Net position is classified in the following three categories:

Net Investment in capital assets - all capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted net position - assets with external constraints placed on their use by creditors, grantors, contributors, or laws and regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position- all other net position.

When both restricted and unrestricted resources are available for use in proprietary funds, it is the Authority's policy to use restricted resources first, then unrestricted resources as they are needed.

For the years ended June 30, 2024 and June 30, 2023, \$2,147,451 and \$1,613,659 was reported as restricted net position due to restrictions placed on use of system development charges (SDC) through Oregon Law.

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

II. Stewardship, compliance, and accountability

A. Budget information

The Authority adopts a budget for all funds. The resolution authorizing appropriations for each fund sets the level by which expenditures cannot legally exceed appropriations. The Authority made appropriations in the following categories:

- Administration and engineering, treatment, collection, finance, contingency and fund transfers in the General fund.
- Capital outlay and transfers to other funds in the Infrastructure Replacement Reserve, Plant Equipment Replacement, Treatment Plant Expansion, Collection System Expansion, and Administrative Building funds.

The budget document is required to contain more specific, detailed information for the above mentioned expenditure categories. Unexpended additional resources may be added to the budget through use of a supplemental budget. A supplemental budget requires hearings before the public, publication in newspapers, and approval by the Board of Directors. Original and supplemental budgets may be modified by the use of appropriation transfers between levels of control. Such transfers require approval by the Board. No supplemental budget was prepared and approved in the two fiscal years ended June 30, 2024 and 2023. Appropriations lapse as of year-end.

A budget is prepared and legally adopted for all the funds on the modified accrual basis of accounting.

III. Detailed notes

A. Cash and cash equivalents

Cash and cash equivalents at June 30 are comprised of:

	<u>2024</u>	<u>2023</u>
Cash on hand	\$ 500	\$ 500
Deposits with Financial Institutions	618,221	326,619
Local Government Investment Pool	<u>16,311,327</u>	<u>14,405,776</u>
Total cash and cash equivalents	<u>\$ 16,930,048</u>	<u>\$ 14,732,895</u>

State statutes govern the Authority's cash management policies, because the Authority does not have an official investment policy. State statutes authorize the Authority to invest in the Oregon State Treasurer's Local Government Investment Pool, time certificates of deposit, U.S. Government Treasury Obligations, and obligations of the United States and its agencies and instrumentalities.

The Oregon State Treasurer maintains the Oregon Short Term Fund (OSTF), of which the Local Government Investment Pool (LGIP) is a part. Participation by local governments is voluntary. The State of Oregon investment policies are governed by statute and the Oregon Investment Council. In accordance with Oregon Statutes, funds are invested as a prudent investor would do, exercising reasonable care, skill and caution. LGIP was created to offer a short-term investment alternative to Oregon local governments and it is not registered with the U.S. Securities and Exchange Commission. The investments are regulated by the OSTF and approved by the Oregon Investment Council (ORS 294.805 to 294.895). The OSTF financial statements are available at <http://www.ost.state.or.us/>.

Credit risk: The LGIP is not rated by any national rating service.

Interest rate risk: The weighted-average maturity of LGIP is less than one year.

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

III. Detailed notes (continued)

A. Cash and cash equivalents (continued)

Custodial credit risk. Custodial credit risk is the risk that in the event of a bank failure, the Authority's deposits may not be returned to it. Deposits with financial institutions include bank demand deposits. Cash, except for cash held at the Authority, is covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool called the Public Funds Collateralization Program (PFCP) administered by the Office of the State Treasurer for the State of Oregon. As of June 30, 2024 and 2023, none of the Authority's bank balances were exposed to credit risk.

B. Capital assets

Capital asset activity for the year ended June 30, 2024 was as follows:

	2023	Additions	Transfers and Retirements	2024
Capital assets not being depreciated:				
Land	\$ 767,601	\$ -	\$ -	\$ 767,601
Construction in progress	760,176	558,861	(704,711)	614,326
Total capital assets not being depreciated	1,527,777	558,861	(704,711)	1,381,927
Capital assets being depreciated:				
Collection system and pump station	39,523,044	3,025,794	403,922	42,952,760
Treatment plants	28,969,225	39,137	295,930	29,304,292
Office building and rental houses	862,793	59,278	4,859	926,930
Equipment	3,078,472	92,719	(32,858)	3,138,333
Total capital assets being depreciated	72,433,534	3,216,928	671,853	76,322,315
Less accumulated depreciation for:				
Collection system and pump station	(18,312,775)	(662,575)	-	(18,975,350)
Treatment plants	(20,303,397)	(787,611)	-	(21,091,008)
Office building and rental houses	(733,567)	(21,411)	-	(754,978)
Equipment	(2,104,146)	(214,778)	32,858	(2,286,066)
Total accumulated depreciation	(41,453,885)	(1,686,375)	32,858	(43,107,402)
Total capital assets, being depreciated, net	30,979,649	1,530,553	704,711	33,214,913
Total capital assets, net	\$ 32,507,426	\$ 2,089,414	\$ -	\$ 34,596,840

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

III. Detailed notes (continued)

B. Capital assets, (continued)

Capital asset activity for the year ended June 30, 2023 was as follows:

	<u>2022</u>	<u>Additions</u>	<u>Transfers and Retirements</u>	<u>2023</u>
Capital assets not being depreciated:				
Land	\$ 767,601	\$ -	\$ -	\$ 767,601
Construction in progress	<u>41,258</u>	<u>723,418</u>	<u>(4,500)</u>	<u>760,176</u>
Total capital assets not being depreciated	<u>808,859</u>	<u>723,418</u>	<u>(4,500)</u>	<u>1,527,777</u>
Capital assets being depreciated:				
Collection system and pump station	39,254,130	268,914	-	39,523,044
Treatment plants	28,884,927	79,798	4,500	28,969,225
Office building and rental houses	862,793	-	-	862,793
Equipment	<u>2,969,564</u>	<u>108,908</u>	<u>-</u>	<u>3,078,472</u>
Total capital assets being depreciated	<u>71,971,414</u>	<u>457,620</u>	<u>4,500</u>	<u>72,433,534</u>
Less accumulated depreciation for:				
Collection system and pump station	(17,691,253)	(621,522)	-	(18,312,775)
Treatment plants	(19,517,895)	(785,502)	-	(20,303,397)
Office building and rental houses	(708,909)	(24,658)	-	(733,567)
Equipment	<u>(1,848,620)</u>	<u>(255,526)</u>	<u>-</u>	<u>(2,104,146)</u>
Total accumulated depreciation	<u>(39,766,677)</u>	<u>(1,687,208)</u>	<u>-</u>	<u>(41,453,885)</u>
Total capital assets, being depreciated, net	<u>32,204,737</u>	<u>(1,229,588)</u>	<u>4,500</u>	<u>30,979,649</u>
Total capital assets, net	<u>\$ 33,013,596</u>	<u>\$ (506,170)</u>	<u>\$ -</u>	<u>\$ 32,507,426</u>

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

III. Detailed notes (continued)

C. Long-term liabilities

A summary of the changes in long-term liabilities for the year ended June 30, 2024 follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Compensated absences	\$ 101,593	\$ 152,565	\$ (134,710)	\$ 119,448	\$ 119,448 *
Pension liability	<u>1,519,917</u>	<u>391,366</u>	<u>-</u>	<u>1,911,283</u>	<u>-</u>
Total long-term liabilities	<u>\$ 1,621,510</u>	<u>\$ 543,931</u>	<u>\$ (134,710)</u>	<u>\$ 2,030,731</u>	<u>\$ 119,448</u>

*The current portion of compensated absences is reported in Accrued payroll liability on the balance sheet.

A summary of the changes in long-term liabilities for the year ended June 30, 2023 follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Compensated absences	\$ 84,828	\$ 146,474	\$ (129,709)	\$ 101,593	\$ 101,593
Pension Liability	<u>1,190,944</u>	<u>328,973</u>	<u>-</u>	<u>1,519,917</u>	<u>-</u>
Total long-term liabilities	<u>\$ 1,275,772</u>	<u>\$ 475,447</u>	<u>\$ (129,709)</u>	<u>\$ 1,621,510</u>	<u>\$ 101,593</u>

IV. Other information

A. Risk management

The Authority is exposed to various risks of loss during the ordinary course of business. To mitigate the risk of loss, various commercial insurance policies have been purchased and are reviewed for adequacy by management annually. There have been no significant changes in coverage nor have any settlements exceeded insurance coverage in the past three years.

B. Concentrations

Operations Management International, Inc. (OMI) manages, operates, and maintains the regional waste water treatment plant so that the effluent discharged from the project meets the requirements specified in the National Pollutant Discharge Elimination System ("NPDES") permit. The extended agreement ends July 1, 2031. Amounts paid to OMI for the contracted services were \$1,513,794 and \$1,603,156 for the years ended June 30, 2024 and 2023, respectively.

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

IV. Other information (continued)

C. Pension Plan

Plan Description

Employees of the Authority are provided with pensions through the Oregon Public Employees Retirement System ("OPERS"), a cost-sharing multiple employer defined benefit pension plan. The Oregon Legislature has delegated authority to the Public Employees Retirement Board to administer and manage the system. All benefits of the System are established by the legislature pursuant to ORS Chapters 238 and 238A. Tier One/Tier Two Retirement Benefit plan, established by ORS Chapter 238, is closed to new members hired on or after August 29, 2003. The Pension Program, established by ORS Chapter 238A, provides benefits to members hired on or after August 29, 2003. OPERS issues a publicly available Comprehensive Annual Financial Report and Actuarial Valuation that can be obtained at http://www.oregon.gov/pers/Pages/section/financial_reports/financials.aspx

Benefits Provided

1. Tier One/Tier Two Retirement Benefit (ORS Chapter 238)

Pension Benefits

The PERS retirement allowance is payable monthly for life. It may be selected from 13 retirement benefit options. These options include survivorship benefits and lump-sum refunds. The basic benefit is based on years of service and final average salary. A percentage (1.67 percent for general service employees) is multiplied by the number of years of service and the final average salary. Benefits may also be calculated under either a formula plus annuity (for members who were contributing before August 21, 1981) or a money match computation if a greater benefit results.

A member is considered vested and will be eligible at minimum retirement age for a service retirement allowance if he or she has had a contribution in each of five calendar years or has reached at least 50 years of age before ceasing employment with a participating employer. General service employees may retire after reaching age 55. Tier One general service employee benefits are reduced if retirement occurs prior to age 58 with fewer than 30 years of service. Tier Two members are eligible for full benefits at age 60. The ORS Chapter 238 Defined Benefit Pension Plan is closed to new members hired on or after August 29, 2003.

Death Benefits

Upon the death of a non-retired member, the beneficiary receives a lump-sum refund of the member's account balance (accumulated contributions and interest). In addition, the beneficiary will receive a lump-sum payment from employer funds equal to the account balance, provided one or more of the following conditions are met:

- the member was employed by a PERS employer at the time of death,
- the member died within 120 days after termination of PERS-covered employment,
- the member died as a result of injury sustained while employed in a PERS-covered job, or
- the member was on an official leave of absence from a PERS-covered job at the time of death.

Disability Benefits

A member with 10 or more years of creditable service who becomes disabled from other than duty-connected causes may receive a non-duty disability benefit. A disability resulting from a job-incurred injury or illness qualifies a member for disability benefits regardless of the length of PERS-covered service. Upon qualifying for either a non-duty or duty disability, service time is computed to age 58 when determining the monthly benefit.

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

IV. Other information (continued)

C. Pension Plan (continued)

Benefit Changes

After retirement members may choose to continue participation in a variable equities investment account after retiring and may experience annual benefit fluctuations due to changes in the market value of equity investments. Under ORS 238.360 monthly benefits are adjusted annually through cost-of-living changes (COLA). Under current law, the cap on the COLA for creditable service earned before October 2013 is 2.0 percent. The COLA for creditable service after October 2013 is calculated at 1.25 percent on the first \$60,000 of annual benefit and 0.15 percent on annual benefits above \$60,000.

2. OPSRP Pension Program (OPSRP DB)

Pension Benefits

The Pension Program (ORS Chapter 238A) provides benefits to members hired on or after August 29, 2003. This portion of OPSRP provides a life pension funded by employer contributions. Benefits are calculated with the following formula for members who attain normal retirement age:

General service: 1.5 percent is multiplied by the number of years of service and the final average salary. Normal retirement age for general service members is age 65, or age 58 with 30 years of retirement credit.

A member of the OPSRP Pension Program becomes vested on the earliest of the following dates: the date the member completes 600 hours of service in each of five calendar years, the date the member reaches normal retirement age, and, if the pension program is terminated, the date on which termination becomes effective.

Death Benefits

Upon the death of a non-retired member, the spouse or other person who is constitutionally required to be treated in the same manner as the spouse, receives for life 50 percent of the pension that would otherwise have been paid to the deceased member.

Disability Benefits

A member with 10 or more years of creditable service who becomes disabled from other than duty-connected causes may receive a non-duty disability benefit. A disability resulting from a job-incurred injury or illness qualifies a member for disability benefits regardless of the length of PERS-covered service. Upon qualifying for either a non-duty or duty disability, service time is computed to age 58 when determining the monthly benefit.

Benefit Changes After Retirement

Under ORS 238A.210 monthly benefits are adjusted annually through cost-of-living changes. Under current law, the cap on the COLA for creditable service earned before October 2013 is 2.0 percent. The COLA for creditable service after October 2013 is calculated at 1.25 percent on the first \$60,000 of annual benefit and 0.15 percent on annual benefits above \$60,000.

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

IV. Other information (continued)

C. Pension Plan (continued)

3. OPSRP Individual Account Program (OPSRP IAP)

Pension Benefits

An IAP member becomes vested on the date the employee account is established or on the date the rollover account was established. If the employer makes optional employer contributions for a member, the member becomes vested on the earliest of the following dates: the date the member completes 600 hours of service in each of five calendar years, the date the member reaches normal retirement age, the date the IAP is terminated, the date the active member becomes disabled, or the date the active member dies.

Upon retirement, a member of the OPSRP Individual Account Program (IAP) may receive the amounts in his or her employee account, rollover account, and vested employer account as a lump-sum payment or in equal installments over a 5-, 10-, 15-, 20-year period or an anticipated life span option. Each distribution option has a \$200 minimum distribution limit.

Death Benefits

Upon the death of a non-retired member, the beneficiary receives in a lump sum the member's account balance, rollover account balance, and vested employer optional contribution account balance. If a retired member dies before the installment payments are completed, the beneficiary may receive the remaining installment payments or choose a lump-sum payment.

Recordkeeping

OPERS contracts with VOYA Financial to maintain IAP participant records.

Contributions

PERS funding policy provides for monthly employer contributions at actuarially determined rates. These contributions, expressed as a percentage of covered payroll, are intended to accumulate sufficient assets to pay benefits when due. This funding policy applies to the PERS Defined Benefit Plan and the Other Postemployment Benefit Plans. Employer contribution rates during the period were based on the December 31, 2021 actuarial valuation. The rates, based on a percentage of payroll, first became effective July 1, 2023. Employer contributions for the year ended June 30, 2024 were \$338,539. The rates in effect for the fiscal year ended June 30, 2024 were 22.95 percent for Tier One/Tier Two General Services and 18.84 percent for OPSRP Pension Program General Services. Covered employees are required to contribute 6% of their salary to the Plan, but the employer is allowed to pay any or all of the employees' contribution in addition to the required employers' contribution. Per employee agreement with the General Manager, the Authority is picking up the General Managers 6 percent "pick-up" contribution. The Authority has elected not to make the payments on behalf of all other employees for the Individual Account Program.

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

IV. Other information (continued)

C. Pension Plan (continued)

Pension Assets, Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2024 the Authority reported a liability of \$1,911,283 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by actuarial valuation as of December 31, 2021. The Authority's proportion of the net pension liability was based on a projection of the Authority's contribution effort as compared to the total projected contribution effort of all employers. At June 30, 2024, the Authority's proportion was 0.01020402 percent, which was changed from its proportion measure as of June 30, 2023 of 0.00992631 percent.

The Authority recognized pension expense of \$338,539 and \$211,470 for the years ended June 30, 2024 and June 30, 2023, respectively. The Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources at June 30:

	2024		2023	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 93,468	\$ 7,578	\$ 73,780	\$ 9,478
Change in assumptions	169,787	1,266	238,483	2,179
Net difference between projected and actual earnings on pension plan investments	34,354	-	-	271,732
Changes in proportionate share	172,828	27,480	196,688	61,994
Changes in proportion and differences between contributions and proportionate share of contributions	<u>-</u>	<u>140,045</u>	<u>32</u>	<u>176,043</u>
Total (prior to post-MD contributions)	470,437	176,369	508,983	521,426
Contributions subsequent to the measurement date	<u>270,977</u>	<u>-</u>	<u>233,418</u>	<u>-</u>
Total	<u>\$ 741,414</u>	<u>\$ 176,369</u>	<u>\$ 742,401</u>	<u>\$ 521,426</u>

Deferred outflows of resources related to pensions of \$270,977 resulting from the Authority's contributions subsequent to the measurement date will be recognized as either a reduction of the net pension liability or an increase in the net pension asset in the year ended June 30, 2024. Other amounts reported as deferred outflows/inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended June 30:	Deferred Outflows/(Inflows)
2025	\$ 51,674
2026	(22,321)
2027	196,995
2028	60,448
2029	<u>7,272</u>
Total	<u>\$ 294,068</u>

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

IV. Other information (continued)

C. Pension Plan (continued)

Actuarial Methods and Assumptions Used in Developing Total Pension Liability:

Valuation Date	December 31, 2021
Measurement Date	June 30, 2023
Experience Study Report	2020, published July 2021
Asset Valuation Method	Market value of assets
Actuarial Cost Method	Entry Age normal
Actuarial Assumptions:	
Inflation Rate	2.40 percent
Investment Rate of return	6.90 percent
Discount Rate	6.90 percent
Projected Salary Increases	3.40 percent
Mortality	<p>Healthy retirees and beneficiaries: Pub-2010 Healthy Retiree, sex-distinct, generational with Unisex, Social Security Date Scale, with job category adjustments and set-backs as described in the valuation.</p> <p>Active Members: Pub-2010 Employees, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation.</p> <p>Disabled retirees: Pub-2010 Disabled Retiree, sex distinct, generational with Unisex, Social Security Data Scale, with job category adjustments and set-backs as described in the valuation.</p>

Actuarial valuations of an ongoing plan involve estimates of the value of projected benefits and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. Experience studies are performed as of December 31 of even numbered years. The methods and assumptions shown above are based on the 2020 Experience Study which reviewed experience for the four-year period ending on December 31, 2020.

Long-term Expected Rate of Return

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in June 2021 the PERS Board reviewed long-term assumptions developed by both Milliman's capital market assumptions team and the Oregon Investment Council's (OIC) investment advisors. Each asset class assumption is based on a consistent set of underlying assumptions, and includes adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model. For more information on the Plan's portfolio, assumed asset allocation, and the long-term expected rate of return for each major asset class, calculated using both arithmetic and geometric means, see PERS' audited financial statements at: <https://www.oregon.gov/pers/Documents/Financials/ACFR/2023-ACFR.pdf>

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

IV. Other information (continued)

C. Pension Plan (continued)

Depletion Date Projection

GASB 68 generally requires that a blended discount rate be used to measure the Total Pension Liability (the Actuarial Accrued Liability calculated using the Individual Entry Age Normal Cost Method). The long-term expected return on plan investments may be used to discount liabilities to the extent that the plan's Fiduciary Net Position is projected to cover benefit payments and administrative expenses. A 20-year high quality (AA/Aa or higher) municipal bond rate must be used for periods where the Fiduciary Net Position is not projected to cover benefit payments and administrative expenses. Determining the discount rate under GASB 68 will often require that the actuary perform complex projections of future benefit payments and pension plan investments. GASB 68 (paragraph 67) does allow for alternative evaluations of projected solvency, if such evaluation can reliably be made. GASB does not contemplate a specific method for making an alternative evaluation of sufficiency; it is left to professional judgment.

The following circumstances justify an alternative evaluation of sufficiency for PERS:

- PERS has a formal written policy to calculate an Actuarially Determined Contribution (ADC), which is articulated in the actuarial valuation report.
- The ADC is based on a closed, layered amortization period, which means that payment of the full ADC each year will bring the plan to a 100% funded position by the end of the amortization period if future experience follows assumption.
- GASB 68 specifies that the projections regarding future solvency assume that plan assets earn the assumed rate return and there are no future changes in the plan provisions or actuarial methods and assumptions, which means that the projections would not reflect any adverse future experience which might impact the plan's funded position.

Based on these circumstances, it is our independent actuary's opinion that the detailed depletion date projections outlined in GASB 68 would clearly indicate that the Fiduciary Net Position is always projected to be sufficient to cover benefit payments and administrative expenses.

Discount Rate

The discount rate used to measure the total pension liability was 6.9 percent for the Defined Benefit Pension Plan. The projection of cash flows used to determine the discount rate assumed that contributions from plan members and those of the contributing employers are made at the contractually required rates, as actuarially determined. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments for the Defined Benefit Pension Plan was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.9 percent, as well as what RUSA's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.9 percent) or 1-percentage-point higher (7.9 percent) than the current rate:

	1% Decrease (5.9%)	Discount Rate (6.9%)	1% Increase (7.9%)
Proportionate share of net pension liability (asset)	\$ 3,157,080	\$ 1,911,283	\$ 868,683

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Financial Statements

June 30, 2024 and 2023

IV. Other information (continued)

D. Deferred compensation plan

RUSA offers its employees a deferred compensation plan in accordance with Internal Revenue Code Section 457. The plan, available to all full-time employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death, or unforeseen emergency.

All amounts of compensation deferred under the plans are held in trust by the plan administrator for the sole benefit of the participants, and accordingly, are not an asset or liability of RUSA.

REQUIRED SUPPLEMENTARY INFORMATION

ROSEBURG URBAN SANITARY AUTHORITY

Required Supplementary Information

Year Ended June 30, 2024

Schedule of the Proportionate Share of the Net Pension Liability

Oregon Public Employees Retirement System

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Proportion of the net pension liability (asset)	0.010204 %	0.009926 %	0.009952 %	0.008133 %	0.008747 %	0.009385 %	0.010014 %	0.011207 %	0.011800 %	0.010909 %
Proportionate share of the net pension liability (asset)	\$ 1,911,283	\$ 1,519,917	\$ 1,190,944	\$ 1,774,811	\$ 1,512,930	\$ 1,421,649	\$ 1,349,941	\$ 1,682,405	\$ 679,209	\$(247,277)
Covered payroll	\$ 1,218,949	\$ 1,120,103	\$ 1,092,695	\$ 1,087,023	\$ 965,414	\$ 926,258	\$ 1,004,346	\$ 944,835	\$ 962,964	\$ 911,820
Proportionate share of the pension liability (asset) as a percentage of its covered employee payroll	156.80 %	135.69 %	108.99 %	163.27 %	156.71 %	153.48 %	145.74 %	167.51 %	70.53 %	(27.12)%
Plan net position as a percentage of the total pension liability	81.70 %	84.50 %	87.60 %	75.80 %	80.20 %	82.10 %	83.10 %	80.53 %	91.90 %	103.59 %

Schedule of Pension Contributions

Oregon Public Employees Retirement System

	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required contribution	\$ 338,539	\$ 211,470	\$ 226,154	\$ 199,694	\$ 201,661	\$ 146,727	\$ 139,539	\$ 119,582	\$ 119,582	\$ 84,204
Contributions in relation to the contractually required contribution	<u>338,539</u>	<u>211,470</u>	<u>226,154</u>	<u>199,694</u>	<u>201,661</u>	<u>146,727</u>	<u>119,582</u>	<u>119,582</u>	<u>119,582</u>	<u>119,582</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered employee payroll	\$ 1,330,699	\$ 1,218,949	\$ 1,120,103	\$ 1,092,695	\$ 1,087,023	\$ 965,414	\$ 926,258	\$ 1,004,346	\$ 944,835	\$ 962,964
Contributions as a percentage of covered employee payroll	25.44 %	17.35 %	20.19 %	18.28 %	18.55 %	15.20 %	15.06 %	11.91 %	12.66 %	8.74 %

ROSEBURG URBAN SANITARY AUTHORITY

Notes to Pension Required Supplementary Information

Year Ended June 30, 2024

Notes to Required Supplementary Information

Note I - Measurement Period

Amounts presented are for the measurement period, which for FY 2024 is July 1, 2022 - June 30, 2023.

Note II - Changes in Benefit Terms

The 2013 Oregon Legislature made a series of changes to PERS that lowered projected future benefit payments from the System. These changes included reductions to future Cost of Living Adjustments (COLA) made through Senate Bills 822 and 861. Senate Bill 822 also required contribution rates schedule to be in effect from July 2013 to June 2015 be reduced. The Oregon Supreme Court decision in *Moro V State of Oregon*, issued on April 30, 2015, reversed a significant portion of the reductions the 2013 Oregon Legislature made to future System Cost of Living Adjustments (COLA) through Senate Bills 822 and 861. This reversal increased the total pension liability as of June 30, 2015 compared to June 30, 2014 total pension liability.

Note III - Changes in Assumptions

The PERS Board adopted assumption changes that were used to measure the June 30, 2016 total pension liability and June 30, 2018 total pension liability. For June 30, 2016, the changes included lowering the long-term expected rate of return to 7.50 percent and lowering of the assumed inflation to 2.50 percent. For June 30, 2018, the long-term expected rate of return was lowered to 7.20 percent. For June 30, 2021 the long-term expected rate of return was lowered to 6.90 percent, and the inflation rate was lowered from 2.50 to 2.40 percent. In addition, the healthy mortality assumption was changed to reflect an updated mortality improvement scale for all groups, and assumptions were updated for merit increases, unused sick leave, and vacation pay were updated.

SUPPLEMENTARY INFORMATION

ROSEBURG URBAN SANITARY AUTHORITY
Combining Balance Sheet - All Funds Used for Budgetary Reporting
June 30, 2024

	General Fund	Infrastructure Replacement Reserve Fund	Asset Acquisition and Replacement Fund	Plant Equipment Replacement Fund	Treatment Plant Expansion Reserve Fund	Collection System Expansion Fund	Total
ASSETS							
Cash and cash equivalents	\$ 5,973,745	\$ 494,288	\$ 6,749,296	\$ 1,565,269	\$ 819,944	\$ 1,327,507	\$ 16,930,049
Receivables:							
Sewer service charges, net	1,114,724	-	-	-	-	-	1,114,724
SDC	-	-	-	-	185,500	352,512	538,012
Due from OMI	152,682	-	-	-	-	-	152,682
Assessments receivable	27,570	-	-	-	-	-	27,570
Accrued interest receivable	27,062	-	-	-	4,750	9,026	40,838
Prepaid expenses	207,088	-	-	-	-	-	207,088
Total assets	<u>\$ 7,502,871</u>	<u>\$ 494,288</u>	<u>\$ 6,749,296</u>	<u>\$ 1,565,269</u>	<u>\$ 1,010,194</u>	<u>\$ 1,689,045</u>	<u>\$ 19,010,963</u>
LIABILITIES							
Accounts payable	\$ 205,877	\$ 8,944	\$ -	\$ 22,810	\$ -	\$ -	\$ 237,631
Accrued payroll liabilities	125,927	-	-	-	-	-	125,927
Total liabilities	<u>331,804</u>	<u>8,944</u>	<u>-</u>	<u>22,810</u>	<u>-</u>	<u>-</u>	<u>363,558</u>
DEFERRED INFLOWS of RESOURCES							
Unavailable revenue	54,632	-	-	-	190,250	361,538	606,420
FUND BALANCES							
Restricted for:							
System development charges	-	-	-	-	819,944	1,327,507	2,147,451
Unassigned	7,116,435	485,344	6,749,296	1,542,459	-	-	15,893,534
Total fund balances	<u>7,116,435</u>	<u>485,344</u>	<u>6,749,296</u>	<u>1,542,459</u>	<u>819,944</u>	<u>1,327,507</u>	<u>18,040,985</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 7,502,871</u>	<u>\$ 494,288</u>	<u>\$ 6,749,296</u>	<u>\$ 1,565,269</u>	<u>\$ 1,010,194</u>	<u>\$ 1,689,045</u>	<u>\$ 19,010,963</u>

Reconciliation to GAAP basis balance sheet:	
Unappropriated fund balance	\$ 18,040,985
Capital assets, net	34,596,840
Unavailable revenue	606,420
Net pension liability	(1,911,281)
Deferred outflows related to pensions	741,414
Deferred inflows related to pensions	<u>(176,369)</u>
Ending net position	<u>\$ 51,898,009</u>

ROSEBURG URBAN SANITARY AUTHORITY

Combining Schedule of Revenues, Expenditures, and Changes in Fund Balance - All Funds Used for Budgetary Reporting

For the Year Ended June 30, 2024

	General Fund	Infrastructure Replacement Reserve Fund	Asset Acquisition and Replacement Fund	Plant Equipment Replacement Fund	Treatment Plant Expansion Reserve Fund	Collection System Expansion Fund	Total
Revenues:							
User service fees	\$ 8,618,983	\$ 270,289	\$ 1,081,147	\$ -	\$ -	\$ -	\$ 9,970,419
Other revenue	68,411	-	-	-	-	-	68,411
System development charges	-	-	-	-	143,492	272,682	416,174
Investment earnings	279,855	71,470	208,254	69,704	44,356	73,262	746,901
Sale of capital assets	16,819	-	-	-	-	-	16,819
Grants	20,887	-	-	-	-	-	20,887
Total revenues	9,004,955	341,759	1,289,401	69,704	187,848	345,944	11,239,611
Expenditures:							
Personal services	2,187,153	-	-	-	-	-	2,187,153
Materials and services	2,759,486	-	-	-	-	-	2,759,486
Capital Outlay	719,944	2,609,211	-	278,763	-	-	3,607,918
Total expenditures	5,666,583	2,609,211	-	278,763	-	-	8,554,557
Excess (deficiency) of revenues over (under) expenditures	3,338,372	(2,267,452)	1,289,401	(209,059)	187,848	345,944	2,685,054
Other financing sources (uses):							
Transfers in	-	128,000	2,200,000	300,000	-	-	2,628,000
Transfers out	(2,628,000)	-	-	-	-	-	(2,628,000)
Total other financing sources (uses):	(2,628,000)	128,000	2,200,000	300,000	-	-	-
Change in fund balance	710,372	(2,139,452)	3,489,401	90,941	187,848	345,944	2,685,054
Beginning fund balance	6,406,063	2,624,796	3,259,895	1,451,518	632,096	981,563	15,355,931
Ending fund balance	\$ 7,116,435	\$ 485,344	\$ 6,749,296	\$ 1,542,459	\$ 819,944	\$ 1,327,507	\$ 18,040,985

Reconciliation to Statement of Revenues, Expenses, and Changes in Net Position:

Change in fund balance	\$ 2,685,054
Amounts reported in the statement of activities are different because:	
Unavailable income	27,062
Expenditures for capital assets	3,775,788
Depreciation	(1,686,374)
Change in assets, liabilities, deferred inflow and outflows related to pensions	(47,296)
Capital contributions and related accrued interest	(74,722)
Change in net position	\$ 4,679,512

ROSEBURG URBAN SANITARY AUTHORITY

Schedule of Appropriated Expenditures and Other Budgetary Requirements - Budgetary Basis

General Fund

For the Year Ended June 30, 2024

	Original and Final Budget	Actual	Variance With Final Budget
APPROPRIATIONS			
Expenditures:			
Administration and engineering	\$ 1,984,920	\$ 1,660,884	\$ 324,036
Treatment	3,287,600	2,113,300	1,174,300
Collection	2,320,660	1,205,250	1,115,410
Finance	918,640	687,149	231,491
Total appropriated expenditures	8,511,820	5,666,583	2,845,237
Transfers and Contingency:			
Transfers out	2,628,000	2,628,000	-
Operating contingency	550,000	-	550,000
Total appropriated expenditures and other requirements	11,689,820	8,294,583	3,395,237
Unappropriated ending working capital	3,946,890	7,143,497	(3,196,607)
Total requirements	\$ 15,636,710	\$ 15,438,080	\$ 198,630

ROSEBURG URBAN SANITARY AUTHORITY

Schedule of Budgeted and Actual Resources and Requirements - Budgetary Basis

General Fund

For the Year Ended June 30, 2024

	Original and Final Budget	Actual	Variance With Final Budget
RESOURCES			
Revenues:			
User service fees	\$ 8,035,500	\$ 8,618,983	\$ 583,483
Other fees	246,500	68,411	(178,089)
Interest income	110,000	306,917	196,917
Sale of assets	5,000	16,819	11,819
Grants	1,006,110	20,887	(985,223)
Total revenues	9,403,110	9,032,017	(371,093)
Beginning fund balance	6,233,600	6,406,063	172,463
Total resources	\$ 15,636,710	\$ 15,438,080	\$ (198,630)
REQUIREMENTS			
Expenditures:			
Personal services:			
Administration and engineering	943,820	889,633	54,187
Collections	922,460	776,095	146,365
Finance	549,740	521,425	28,315
Total personal services	2,416,020	2,187,153	228,867
Materials and services:			
Administration and engineering	508,600	411,676	96,924
Treatment	2,637,600	2,090,575	547,025
Collections	192,700	120,463	72,237
Finance	320,900	136,772	184,128
Total materials and services	3,659,800	2,759,486	900,314
Capital outlay:			
Administration and engineering	532,500	359,576	172,924
Treatment	650,000	22,725	627,275
Collections	1,205,500	308,692	896,808
Finance	48,000	28,951	19,049
Total capital outlay	2,436,000	719,944	1,716,056
Total expenditures	8,511,820	5,666,583	2,845,237
Transfers out	2,628,000	2,628,000	-
Operating contingency	550,000	-	550,000
Ending fund balance	3,946,890	7,143,497	(3,196,607)
Total requirements	\$ 15,636,710	\$ 15,438,080	\$ 198,630

ROSEBURG URBAN SANITARY AUTHORITY

Schedule of Budgeted and Actual Resources and Requirements - Budgetary Basis
 Infrastructure Replacement Reserve Fund
 For the Year Ended June 30, 2024

	Original and Final Budget	Actual	Variance With Final Budget
RESOURCES			
Revenues:			
Investment earnings	\$ 40,000	\$ 71,470	\$ 31,470
User service fees	267,000	270,289	3,289
Total revenues	307,000	341,759	34,759
Transfers in	128,000	128,000	-
Beginning fund balance	2,565,000	2,624,796	59,796
Total resources	<u>\$ 3,000,000</u>	<u>\$ 3,094,555</u>	<u>\$ 94,555</u>
REQUIREMENTS			
Expenditures:			
Capital Outlay	\$ 3,000,000	\$ 2,609,211	\$ 390,789
Ending fund balance	-	485,344	(485,344)
Total requirements	<u>\$ 3,000,000</u>	<u>\$ 3,094,555</u>	<u>\$ (94,555)</u>

ROSEBURG URBAN SANITARY AUTHORITY

Schedule of Budgeted and Actual Resources and Requirements - Budgetary Basis

Asset Acquisition and Replacement Fund

For the Year Ended June 30, 2024

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance With Final Budget</u>
RESOURCES			
Revenues:			
Investment earnings	\$ 66,000	\$ 208,254	\$ 142,254
User service fees	<u>1,066,200</u>	<u>1,081,147</u>	<u>14,947</u>
Total revenues	1,132,200	1,289,401	157,201
Transfers in	2,200,000	2,200,000	-
Beginning fund balance	<u>3,246,300</u>	<u>3,259,895</u>	<u>13,595</u>
Total resources	<u>\$ 6,578,500</u>	<u>\$ 6,749,296</u>	<u>\$ 170,796</u>
REQUIREMENTS			
Ending fund balance	<u>6,578,500</u>	<u>6,749,296</u>	<u>(170,796)</u>
Total requirements	<u>\$ 6,578,500</u>	<u>\$ 6,749,296</u>	<u>\$ (170,796)</u>

ROSEBURG URBAN SANITARY AUTHORITY

Schedule of Budgeted and Actual Resources and Requirements - Budgetary Basis
 Plant Equipment Replacement Fund
 For the Year Ended June 30, 2024

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance With Final Budget</u>
RESOURCES			
Revenues:			
Investment earnings	\$ 29,000	\$ 69,704	\$ 40,704
Grants	<u>190,000</u>	<u>-</u>	<u>(190,000)</u>
Total revenues	219,000	69,704	(149,296)
Transfers in	300,000	300,000	-
Beginning fund balance	<u>1,474,000</u>	<u>1,451,518</u>	<u>(22,482)</u>
Total resources	<u>\$ 1,993,000</u>	<u>\$ 1,821,222</u>	<u>\$ (171,778)</u>
REQUIREMENTS			
Expenditures:			
Capital outlay	\$ 1,993,000	\$ 278,763	\$ 1,714,237
Ending fund balance	<u>-</u>	<u>1,542,459</u>	<u>(1,542,459)</u>
Total requirements	<u>\$ 1,993,000</u>	<u>\$ 1,821,222</u>	<u>\$ 171,778</u>

ROSEBURG URBAN SANITARY AUTHORITY

Schedule of Budgeted and Actual Resources and Requirements - Budgetary Basis

Treatment Plant Expansion Reserve Fund

For the Year Ended June 30, 2024

	Original and Final Budget	Actual	Variance With Final Budget
RESOURCES			
Revenues:			
System development charges	\$ 75,100	\$ 143,492	\$ 68,392
Investment earnings	22,300	44,356	22,056
Total revenues	97,400	187,848	90,448
Beginning fund balance	644,300	632,096	(12,204)
Total resources	\$ 741,700	\$ 819,944	\$ 78,244
REQUIREMENTS			
Expenditures:			
Capital Outlay	\$ 741,700	\$ -	\$ 741,700
Ending fund balance	-	819,944	(819,944)
Total requirements	\$ 741,700	\$ 819,944	\$ (78,244)

ROSEBURG URBAN SANITARY AUTHORITY

Schedule of Budgeted and Actual Resources and Requirements - Budgetary Basis
 Collection System Expansion Fund
 For the Year Ended June 30, 2024

	<u>Original and Final Budget</u>	<u>Actual</u>	<u>Variance With Final Budget</u>
RESOURCES			
Revenues:			
System development charges	\$ 138,000	\$ 272,682	\$ 134,682
Investment earnings	<u>36,410</u>	<u>73,262</u>	<u>36,852</u>
Total revenues	174,410	345,944	171,534
Beginning fund balance	<u>1,004,000</u>	<u>981,563</u>	<u>(22,437)</u>
Total resources	<u>\$ 1,178,410</u>	<u>\$ 1,327,507</u>	<u>\$ 149,097</u>
REQUIREMENTS			
Expenditures:			
Capital Outlay	\$ 1,178,410	\$ -	\$ 1,178,410
Ending fund balance	<u>-</u>	<u>1,327,507</u>	<u>(1,327,507)</u>
Total requirements	<u>\$ 1,178,410</u>	<u>\$ 1,327,507</u>	<u>\$ (149,097)</u>

COMMENTS AND DISCLOSURES OF INDEPENDENT AUDITOR
REQUIRED BY STATE REGULATIONS



COMMENTS AND DISCLOSURES OF INDEPENDENT AUDITOR
REQUIRED BY STATE REGULATIONS

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Eugene, OR 97403
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To the Board of Directors
Roseburg Urban Sanitary Authority
Roseburg, Oregon

We have audited the basic financial statements of Roseburg Urban Sanitary Authority ("Authority" or "RUSA"), as of and for the year ended June 30, 2024, and have issued our report thereon dated January 7, 2025. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the provisions of the Minimum Standards for Audits of Oregon Municipal Corporations, prescribed by the Secretary of State. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Compliance

Compliance with laws, regulations, contracts and grants applicable to RUSA is the responsibility of the Authority's management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we performed tests of the Authority's compliance with certain provisions of laws, regulations, contracts and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

We performed procedures to the extent we considered necessary to address the required comments and disclosures which included, but were not limited to the following:

- Deposit of public funds with financial institutions (ORS Chapter 295).
- Indebtedness limitations, restrictions and repayment.
- Budgets legally required (ORS Chapter 294).
- Insurance and fidelity bonds in force or required by law.
- Programs funded from outside sources.
- Authorized investment of surplus funds (ORS Chapter 294).
- Public contracts and purchasing (ORS Chapters 279A, 279B, 279C).

In connection with our testing nothing came to our attention that caused us to believe the Authority was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations.

OAR 162-10-0230 Internal Control

In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and do not provide an opinion on the effectiveness of the Authority's internal control or compliance. This report is intended for the information of Roseburg Urban Sanitary Authority's board of directors and the Secretary of State, Division of Audits, of the State of Oregon. However, this report is a matter of public record and its distribution is not limited.



By Paul Nielson, a member of the firm
for Isler CPA
January 7, 2025

INTEROFFICE MEMORANDUM

TO: ROSEBURG URBAN SANITARY AUTHORITY BOARD
FROM: JIM BAIRD, GENERAL MANAGER
SUBJECT: APPOINTMENT OF A BUDGET COMMITTEE MEMBERS

DATE: WEDNESDAY, JANUARY 29, 2025

CC:

The Board appoints budget committee members for a three-year term. Position one on the committee is currently vacant.

Steve Loosley has agreed to serve on the RUSA Budget Committee.

I would recommend that the Board appoint Steve Loosley to Position one on the RUSA Budget Committee for the remainder of a three-year term ending June 30th, 2026.

INTEROFFICE MEMORANDUM

TO: ROSEBURG URBAN SANITARY AUTHORITY BOARD
FROM: JIM BAIRD, GENERAL MANAGER
SUBJECT: APPOINTMENT OF A BUDGET OFFICER
DATE: WEDNESDAY, JANUARY 29, 2025
CC:

Annually the Board must appoint a budget officer (as per. ORS 294.331). The budget officer shall prepare or supervise the preparation of the budget document. The budget officer shall act under the direction of the RUSA Board.

Historically the Board has appointed the general manager as the budget officer.

Staff would recommend that the Board appoint Jim Baird, RUSA General Manager, as the budget officer for the 2025-2026 Budget preparation.

INTEROFFICE MEMORANDUM

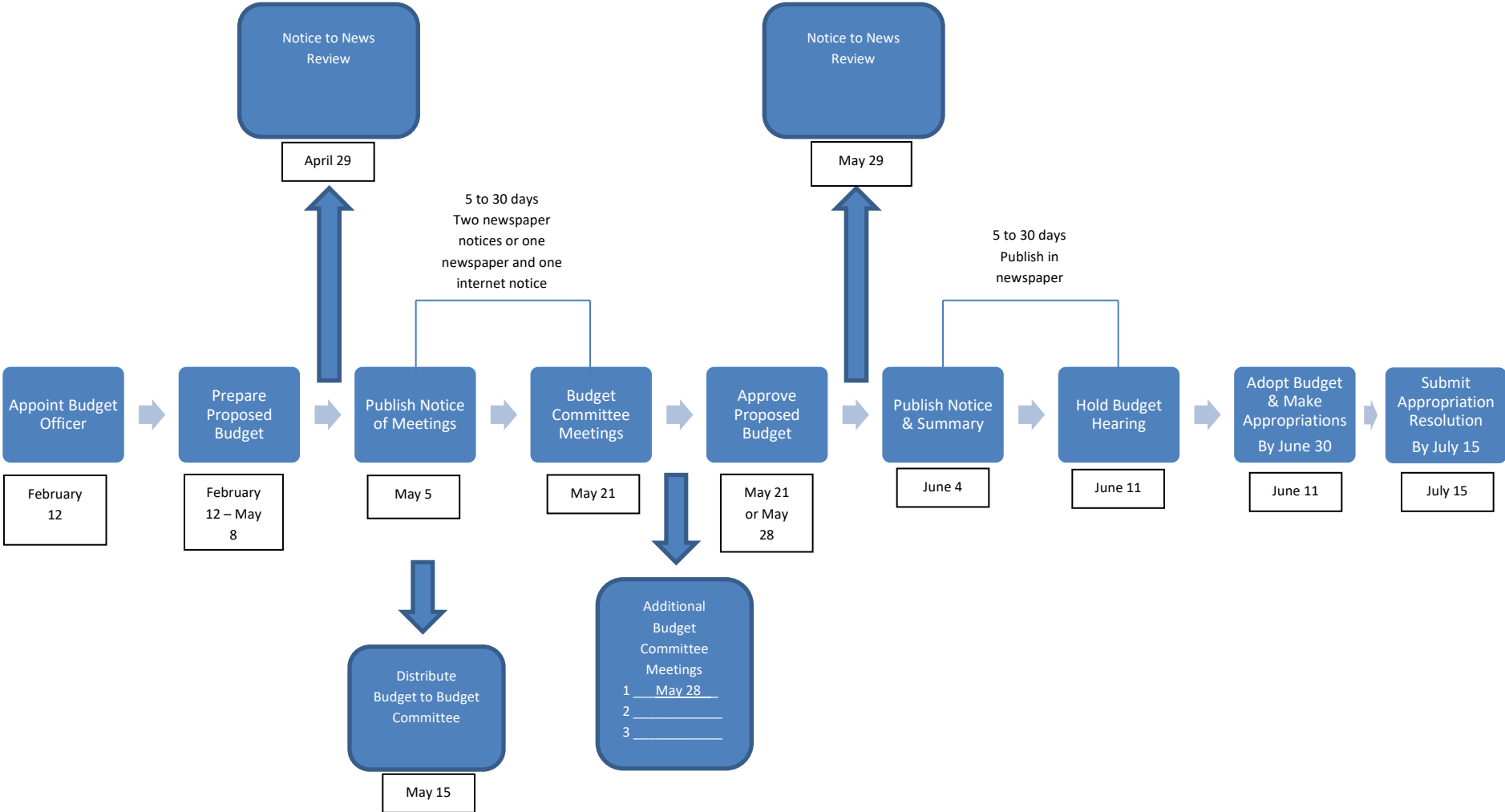
TO: ROSEBURG URBAN SANITARY AUTHORITY BOARD OF DIRECTORS
FROM: JIM BAIRD, GENERAL MANAGER
SUBJECT: BUDGET PROCESS CALENDAR
DATE: WEDNESDAY, JANUARY 29, 2025
CC:

The staff has developed the draft 2025-2026 Budget Process calendar. The process is anticipated to begin today February 12th and end on July 15th with the adoption of the Appropriation Resolution.

Staff would ask the Board to review the budget calendar.

Staff would recommend that the Board adopt the Budget Calendar if there are no changes.

2025 – 2026 BUDGET PROCESS



GENERAL MANAGERS REPORT

Date: 2/04/25
To: Roseburg Urban Sanitary Authority, Board of Directors
From: James V. Baird, General Manager
Re: General Managers Informational Report to the Board

Ameresco - Energy Service Company

The project team has been working with the DEQ project team for the Clean Water State Revolving Fund to utilize ESCO (Ameresco) to fulfill these projects as approved by OAR 137-049-0680, ORS 279C.335 and several other state statutes. The DEQ is meeting this month to review our request to utilize the State of Oregon approved alternative procurement method using an ESCO for these projects.

Ameresco has prepared the contract for planning, design, construction and grant administration. The total contract price is \$911,997. RUSA has received a grant from the Oregon Department of Energy in the amount of \$870,870. The team is working on other funding sources to cover the \$41,127 that is not currently covered by the ODOE grant.

Staff would recommend that the Board approve entering into a contract with Ameresco in the amount of \$911,997 to complete the solar array with battery storage at the administrative offices.

Umpqua Street Improvements - Project, No. 24001

The Contractor, Northcore, is working on punch list items. There is not a pay request this month.

Stephens St. Improvements - Project, No. 24003

The Contractor (Cradar Enterprises Inc.) continues to install the sanitary sewer as part of the city project.

Storage Building - Project No. 24005

The Contractor, H3, has submitted payment request No. 7. The work completed this period is valued at \$85,337, with \$4,267 in retainage for a payment request of \$81,070. The project Engineer, Tom Rogers with Rogers Engineering, and staff have reviewed the request and recommend that the Board approve payment request No. 7 in the amount of \$81,070.

The Contractor has requested full release of the retainage withheld on the project. The Contractor has a few items remaining on the punch list to complete. We have offered two options to release the retainage. Complete the punch list before February 12th or request a partial release of retainage that would keep \$2,000 in retainage to ensure the completion of the punch list. At the time of this report the contractor has not responded to our proposal. If the contractor completes the work or amends the release of retainage invoice, staff will provide the documentation for your approval. Should the contractor not respond staff will work with the contractor to complete the unfinished work and submit the request to release retainage later.

Bisulfite Building SCADA Improvements - Project No. 24006

The Contractor, Sims Electric, is working on punch list items. There is not a pay request this month.



MAIN OFFICE – SOLAR AND BATTERY PH1 PROJECT DEVELOPMENT PLAN

01/29/2025

SCHEDULE 1 to PDP

EQUIPMENT TO BE INSTALLED BY ESCO

The provisions of the Schedules to the PDP, including this Schedule 1, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

This Schedule 1 sets forth a description of existing equipment and the Energy Conservation Measures (ECM) and related equipment to be installed by ESCO at the Facilities. Installation of the ECM(s) and the included equipment is subject to change if ESCO discovers unforeseen conditions at the Facilities that render its preliminary analysis of the Facilities inaccurate, or significantly affect achievement of the Annual Guaranteed Savings Amount. Any changes to the installation of the ECM(s) and the included equipment are subject to approval of Owner, which approval shall not be unreasonably withheld, conditioned or delayed.

List of Energy Efficiency Measures

The ECMs described below are included in the Scope of Services.

ECM #	Conservation Measure
	<i>RUSA Main Office</i>
MO-R1	Installation of a 39.4 kW solar PV array system with a 50kW / 186kWh battery storage system to serve the main office.*

*The spec./size may vary a little based on the final design

Table 1 - List of Energy Efficiency Measures

List of Facilities

The following is a list of the buildings, facilities, and areas that will be impacted by the list of Energy Efficiency Measures listed above.

Building Name	Building Address
RUSA Main Office	1297 NE Grandview Dr, Roseburg, OR 97470

Table 2 - List of Buildings, Facilities and Areas

List of All Energy Efficiency Measures Studied and Selected Measures for the Project

The following tables detail the energy efficiency measures studied and the energy efficiency measures that were selected to be included in the Design and Construction Contract. The first table, “All Measures Studied”, comes from the TEA report. The second table, “Selected Measures”, excludes all measures that are not going forward and shows the cost and savings with remaining measure interactions included. The savings has been cascaded as to avoid double counting benefits from the selected ECMs. Also, some pricing has been updated based on additional information collected since publishing the TEA.

ECM #	Conservation Measure	Baseline			Proposed			Savings Electric Consume (kWh)	Annual Resource Savings (\$)
		Annual Use Electrical	Current Electric Cost	Current Total Cost	Total Annual Use	Future Electric Cost	Future Total Cost		
		Consume (kWh)	(\$)	(\$)	Consume (kWh)	(\$)	(\$)		
SA Main Office P	<u><i>RUSA Main Office Ph1 PV+BESS</i></u>								
	<i>General Conservation Measures</i>								
MO-R1	Install a 39.4 kW solar PV array with a 50kW/186kWh Battery Energy Storage System (BESS)	50,628	\$ 6,354	\$ 6,354	-	\$ -	\$ -	50,628	\$ 6,354

Table 3 – All Measures Studied

ECM #	Conservation Measure	Current Annual Use	Current Electric Cost	Current Total Cost	Future Total Annual Use	Future Electric Cost	Future Total Cost	Annual Savings	Annual Resource Savings
		Consume kWh	\$	\$	Consume kWh	\$	\$	Consume kWh	\$
	<u><i>RUSA Main Office Ph1 PV+BESS</i></u>								
	<i>General Conservation Measures</i>								
MO-R1	Install a 39.4 kW solar PV array with a 50kW/186kWh Battery Energy Storage System (BESS)	50,628	\$6,354	\$6,354				50,628	\$6,354

Table 4 – Selected Measures

Equipment to be Installed by ESCO

General Scope of Work

Descriptions of work in this section are provided for a general description of scope and are not inclusive to all work required to be performed for a working system. Design documentation and specifications generated during the project may add or delete scope in order to provide a working, safe and code-compliant system. The owner will be notified if additional work is discovered due to unseen, unknown, or undisclosed conditions and it will be the owner's discretion to approve scope changes for additional work, to self-perform the work, or to abandon the measure.

Equipment and materials provided on this project will be new, and will be free of faults and defects. Owner equipment that is removed during demolition activities will be returned to the owner at the owner's discretion. Equipment will be installed level and true and per manufacturer's installation instructions. Equipment will be installed to maintain manufacturer's recommended clearances, and to provide convenient access. Equipment and utility shutdowns will be clearly coordinated with the owner, city, utility and facility staff as required.

Work will be performed to avoid interruption of facility function including swing shift as required. Saw-cutting, drilling, or other noise generating activities will be scheduled to minimize disruption to occupants. As much as possible, functional areas of the facility where after-hours work is done will be returned to the state existing prior to the start of work including relocating furniture, vacuuming floors and cleaning surfaces. Existing surfaces impacted by installation of new equipment including floors, ceilings, paint, tile, and paving, will be restored as well as possible to match the existing finished surface. It may be required to install oversized escutcheon plates or other devices to cover finished surfaces rather than repair them.

General Work Scope Comments:

- Permitting through AHJ is included with scope of work.
- Start-up, training, and commissioning of new equipment only is included.
- Retrocommissioning measures do not include new equipment or equipment repairs. Repairs or replacement of failed equipment identified during the discovery phase will be budgeted and presented to the owner for approval.
- Some amount of delay is unavoidable. There will be provisions for continuation of work if a work area becomes unavailable due to owner circumstances or a security event. Unusual or excessive owner delays will be handled according to the contract.
- Unless specifically noted in the scope of work – abatement of ACM and other hazardous materials is excluded.
- As final engineering is not started and equipment is not ordered until Ameresco has a signed contract / notice to proceed - Ameresco cannot guarantee delivery dates / system start-up

and is not responsible for costs associated with additional mobilizations, temporary equipment, etc. if long lead times affect construction schedule.

- Ameresco is not responsible for the cost impact of tariffs that are levied after the date of execution of this Agreement. If a tariff is established that impacts the cost of equipment purchased, Ameresco may request a change order to recover the additional cost of the tariff.
- Material ordering and final scheduling will not occur until a signed agreement is received.
- Unless specifically noted in the scope of work – paint / patch is excluded. If noted in the work scope – only the affected areas will be addressed (not the entire area / wall). Paint will match existing adjacent as close as possible but an exact match cannot be guaranteed.
- Piping / conduit / wire mold may be run exposed in occupied spaces (as applicable). Wiring in secure places will not use surface mount conduit or plug mold.
- Unless specifically noted in the scope of work – conduit / wire mold is un-painted.
- Some existing equipment may be left abandoned in place.
- Unless specifically noted in the scope of work – no piping covers have been included.
- If applicable - tile and carpet in-fill strips will match adjacent existing as close as possible but an exact match cannot be guaranteed.
- If applicable - existing ceiling tiles will be removed and reinstalled. New ceiling / grid is not included in the work scope unless specifically noted.

Warranty:

Materials and labor provided in the scope of work will be warrantied for a period of 1 year from substantial completion.

Project scope associated with each facility is as follows:

MO-R1: Solar PV System and BESS

This measure includes the design and installation of a new approximately 39.4 kW solar PV array with 50kW 208V Inverter, and 68 Jinko 580W Panels, or equivalent. All electrical gear needed for interconnection will be provided and installed.

The measure also includes the design and installation of a new 50kW/186kWh Battery Energy Storage System (BESS) at the main office as it will allow for the main office to ride through power outages and continue to support the community.

Managing the utility interconnection process is included. Ameresco will assist RUSA with meeting the reporting requirements for the Oregon Community Renewable Energy Program (C-REP) grant and provide necessary information for pursuing the Federal Solar Investment Tax Credits (ITC) as needed.

SCHEDULE 2 to PDP

CALCULATION OF ENERGY SAVINGS GUARANTEE

The provisions of the Schedules to the PDP, including this Schedule 2, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

ESCO guarantees that the Annual Savings to be achieved as a result of installation and operation of the ECMs shall equal or exceed the Annual Guaranteed Savings Amount for each Guarantee Year during the Guarantee Period, subject to and as more particularly set forth in the Guaranteed Savings Contract Provisions set forth in “Schedule 6 – Measurement and Verification Plan and Guaranteed Savings Contract Provisions”. Annual Savings, as such term is defined in Schedule 6, shall be determined as provided in the M&V Plan set forth in “Schedule 6 - Measurement and Verification Plan and Guaranteed Savings Contract Provisions”, and the savings calculation methodologies and adjustments to baseline set forth in “Schedule 5 - Savings Calculation Formulae; Methodology to Adjust Baseline”.

Utility	Estimated Annual Energy Savings	Guaranteed Annual Energy Savings
Electricity (kWh)	50,628	45,565

Table 1- Guaranteed Annual Savings

The unit prices to be used to calculate the Annual Savings for the purposes of the Guarantee of Energy Savings are described in Schedule 4 – Baseline Energy Use.

Year	Annual Value of Guaranteed Savings at Baseline Rates
1	\$5,718

SCHEDULE 3 to PDP

COMPENSATION TO ESCO

The provisions of the Schedules to the PDP, including this Schedule 3, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

- A) **ESCO Compensation for the Construction Work.** In consideration of ESCO’s performance of the work necessary for the procurement, construction and installation of the equipment (Schedule 1 Equipment to be Installed by ESCO), ESCO shall be paid a sum of **Nine Hundred and Eleven Thousand and Nine Hundred and Ninety-Seven dollars (\$911,997)** herein the “Contract Price”, as a Guaranteed Maximum Price (GMP), subject, however, to adjustment as set forth in the Contract, including, without limitation, Section 7.1.3 of Division 3 Phase 1 of the Contract, Division 3 Phase 2, and in this Schedule 3.

Items Included in Guaranteed Maximum Price (GMP) are listed below:

PROJECT COSTS	Mech, Water, General	Total Project Costs
Engineering Audit	\$ 29,960	\$ 29,960
Guaranteed Maximum Price for Construction Work		
Cost of Work	\$ 595,949	\$ 595,949
Bonding @ 2.0% of Cost of Work	\$ 11,919	\$ 11,919
Construction Contingency @ 5.0% of Cost of Work	\$ 29,797	\$ 29,797
Guaranteed Maximum Price for Construction Work (GMP):		\$ 637,665
Fixed Project Fees		
M,W,G Design @ 10.0% of Cost of Work	\$ 59,595	\$ 59,595
Construction Mgt @ 10.0% of Cost of Work	\$ 59,595	\$ 59,595
ESCO Overhead and Profit @ 18.0% of Cost of Work	\$ 107,271	\$ 107,271
System Start-Up and Commissioning Fee @ 2.0% of Cost of Work	\$ 11,919	\$ 11,919
Training of Owner's O&M Personnel Fee @ 0.5% of Cost of Work	\$ 2,980	\$ 2,980
1st Year of Ameresco M&V		\$ 3,013
Fixed Fees Subtotal:		\$ 244,372
Project Cost Summary		
Contract Price		\$ 911,997
Client Initial Cash Payment		
Estimated Utility Incentive and Grant		\$ 882,037
Net Amount After Incentives upon Project Completion		\$ 29,960
Federal Investment Tax Credit 30% (of total eligible project cost)		\$ 29,960
Net Amount After Investment Tax Credit		\$ -

Table 1 - Project Costs

1. Contract Price of **\$911,997** includes the following:
 - a. Technical Energy Audit (TEA) and Project Development Plan (PDP). This is a fixed cost of **\$29,960**.

- b. Engineering Design Services. This is a fixed fee, based on estimated labor & material cost, of **\$59,595**.
- c. Construction management services. This is a fixed fee, based on estimated labor & material cost, of **\$59,595**.
- d. Performance and payment bond. This is an estimated cost, based on estimated labor and material cost, of **\$11,919**.
- e. Estimated labor and material costs for installation of the ESCO equipment. This is an estimated cost of work of **\$595,949**, and a contingency of **\$29,797**, to cover the following:
 - i. All costs paid by the ESCO for the installation of the ESCO equipment. This includes costs paid to subcontractors or directly to ESCO personnel, when related to installation or system verification of the ESCO equipment.
 - ii. The portion of reasonable travel, lodging & meals expenses of the ESCO or of its officers or employees incurred while traveling in discharge of duties connected with the Work.
 - iii. Cost of all equipment, materials, supplies and equipment incorporated in the Work, including costs of transportation thereof.
 - iv. Cost or rental charges, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less salvage value on such items used but not consumed which remain the property of the ESCO.
 - v. Cost of premiums for all insurance which the ESCO is required to purchase and maintain.
 - vi. Sales, use or similar taxes related to the Work and for which the ESCO is liable imposed by a governmental authority.
 - vii. Permit fees, royalties, and deposits lost for causes other than the ESCO's negligence.
 - viii. Losses and expenses not compensated by insurance or otherwise, sustained by the ESCO in connection with the Work, provided they have resulted from causes other than the fault or neglect of the ESCO. Such losses shall include settlements made with the written consent and approval of the Owner. If, however, such loss requires reconstruction and the ESCO is placed in charge thereof, the ESCO shall be paid for their services a fee.
 - ix. Minor expenses such as copies, long distance telephone calls, telephone service at the site, express mail services, and similar petty cash items.

- x. Demolition cost and cost of removal of all debris.
 - xi. Costs incurred due to an emergency affecting the safety of persons and property.
 - xii. Metering equipment costs for any permanent metering or monitoring equipment left on site to the extent included in the Scope of Services set forth in Schedule 1.
- f. ESCO overhead and profit. This is a fixed fee, based on estimated labor & material cost, of **\$107,271**, and will be subject to adjustment as a result of any Change Orders. This includes the ESCO's remuneration for compensation of personnel, expenses, risks related to the project, and profit.
 - g. One year of the Measurement & Verification Services. This is a fixed cost of **\$3,013**, detailed in Schedule 6 – Measurement and Verification Plan and Guaranteed Saving Contract Provision.
 - h. System Start-Up and Commissioning Fee. Cost of equipment startup, training, system commissioning and balancing performed by the ESCO in accordance with “Schedule 7 - Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment”. This is a fixed cost of **\$11,919**.
 - i. Training of Owner's Operations and Maintenance Personnel Fee. This is a fixed cost of **\$2,980**.
2. The ESCO shall provide a revised Schedule of Values at the end of construction. The schedule of values will include all costs related to the installation of the ESCO equipment including fixed fee items.
 3. The Cost Summary shows an estimated \$29,960 remaining after incentives upon project completion. However, this amount is eligible for the Investment Tax Credit (ITC), which public entities can now access through direct pay (elective payment). After project completion, RUSA can file with the IRS to receive a reimbursement equivalent to the eligible ITC amount, effectively reducing the final project cost.
 4. Pricing Validity & Adjustments Due to Delays

The pricing provided in this contract shall remain valid for 30 days from the date of issuance. If the contract is not executed within this period, Ameresco reserves the right to review and adjust pricing to reflect current market conditions.

In the event of a stop-work order, funding delay, or other unforeseen circumstances that significantly impact the project timeline, Ameresco may reassess pricing based on material costs, labor availability, and other relevant factors at the time work resumes. Any required adjustments will be reviewed in good faith with RUSA prior to proceeding with construction.

- B) **ESCO Compensation for Technical Energy Audit and Project Development Plan Analysis of the Premises.** The Owner has agreed to pay the ESCO for work performed on the Technical Energy Audit and Project Development Plan in a separate contract.
- C) **Monthly Progress Payments.** During the performance of the Construction Work ESCO shall submit invoices to the Owner for monthly progress payments to ESCO based upon the percentage of the Equipment construction and procurement completed at the end of each month (the “Monthly Completion Percentage”), so that ESCO is paid the percentage of the Contract Price (less the Audit Fee), that is commensurate with the Monthly Completion Percentage (less retainage in the amount of 5.0%, if required by (D) below). The Owner shall make payment to ESCO, within thirty (30) days after the submission of each such invoice. The Owner shall not unreasonably withhold, condition or delay the payment of any invoice.
- D) **Retainage.** Until such time as the Monthly Completion Percentage is equal to or exceeds ninety-five percent (95%) (“95% Completion”) each disbursement of a monthly progress payment pursuant to (C) above shall be subject to retainage in the amount of 5.0 percent (5.0%) of such disbursement. Retainage shall be released and paid to ESCO on Substantial Completion less one and one half times the anticipated value of remaining punch list items. Notwithstanding the forgoing, the Owner may elect, in its sole discretion, to release and pay some or all of the retainage at or prior to Substantial Completion.
- E) **Late Payment.** All amounts not paid to ESCO on or before the due dates specified in Subsections 4(b) and (d), shall accrue interest at the Prime Rate of interest as published in the Wall Street Journal for major banks, or such lower rate as is prescribed by applicable law.
- F) **Measurement and Verification Fees.** The fee for Measurement and Verification Services for the first Year of the Guarantee Period, as listed in the GMP above, is **\$3,013** and is included in the Contract Price. The Energy Savings Guarantee Contract Fee associated with the Measurement and Verification Services has been waived for this project.
- G) In the event Owner elects, by written notice to ESCO at least 90 days prior to the end of the current M&V year, to continue M&V Services, which may be for consecutive years only, beyond the first Guarantee Year, the M&V Services Fee for the following Year shall be **\$3,164** and, in each subsequent Year, the M&V Services Fee shall increase by 5%. The Owner shall pay the ESCO the M&V Services Fee within thirty (30) days following the first day of each Year for which the Owner has elected to continue the M&V Services following Year 1.
- H) The following table outlines the cost of Measurement and Verification over a 15 year term.

Year 1	Year 2	Year 3	Year 4	Year 5
\$3,013	\$3,164	\$3,322	\$3,488	\$3,662
Year 6	Year 7	Year 8	Year 9	Year 10
\$3,845	\$4,038	\$4,240	\$4,452	\$4,674
Year 11	Year 12	Year 13	Year 14	Year 15

\$4,908	\$5,153	\$5,411	\$5,681	\$5,966
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Table 2- Measurement and Verification Fee Schedule

PROJECT SAVINGS BASED ON ESTIMATED ENERGY SAVINGS (100%)

Year ending Reference year	2025 0	2026 1	2027 2	2028 3	2029 4	2030 5	2031 6	2032 7	2033 8	2034 9	2035 10	2036 11	2037 12	2038 13	2039 14	2040 15	2041 16	2042 17	2043 18	2044 19	2045 20
Mechanical, General, and Water savings	\$ -	\$ 6,354	\$ 6,449	\$ 6,546	\$ 6,644	\$ 6,744	\$ 6,845	\$ 6,947	\$ 7,052	\$ 7,157	\$ 7,265	\$ 7,374	\$ 7,484	\$ 7,597	\$ 7,711	\$ 7,826	\$ 7,944	\$ 8,063	\$ 8,184	\$ 8,307	\$ 8,431
Lighting Savings:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation Tax Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings:	\$ -	\$ 6,354	\$ 6,449	\$ 6,546	\$ 6,644	\$ 6,744	\$ 6,845	\$ 6,947	\$ 7,052	\$ 7,157	\$ 7,265	\$ 7,374	\$ 7,484	\$ 7,597	\$ 7,711	\$ 7,826	\$ 7,944	\$ 8,063	\$ 8,184	\$ 8,307	\$ 8,431
Cumulative Savings:	\$ -	\$ 6,354	\$ 12,803	\$ 19,349	\$ 25,993	\$ 32,736	\$ 39,581	\$ 46,529	\$ 53,580	\$ 60,738	\$ 68,003	\$ 75,376	\$ 82,861	\$ 90,457	\$ 98,168	\$ 105,994	\$ 113,938	\$ 122,001	\$ 130,185	\$ 138,491	\$ 146,922

PROJECT SAVINGS BASED ON GUARANTEED ENERGY SAVINGS (90%)

Year ending	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Mechanical, General, and Water savings	\$ -	\$ 5,718	\$ 5,804.16	\$ 5,891	\$ 5,980	\$ 6,069	\$ 6,160	\$ 6,253	\$ 6,347	\$ 6,442	\$ 6,538	\$ 6,636	\$ 6,736	\$ 6,837	\$ 6,940	\$ 7,044	\$ 7,149	\$ 7,257	\$ 7,365	\$ 7,476	\$ 7,588
Lighting Savings:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lighting Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Maintenance Savings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Depreciation Tax Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Savings:	\$ -	\$ 5,718	\$ 5,804	\$ 5,891	\$ 5,980	\$ 6,069	\$ 6,160	\$ 6,253	\$ 6,347	\$ 6,442	\$ 6,538	\$ 6,636	\$ 6,736	\$ 6,837	\$ 6,940	\$ 7,044	\$ 7,149	\$ 7,257	\$ 7,365	\$ 7,476	\$ 7,588
Cumulative Savings:	\$ -	\$ 5,718	\$ 11,523	\$ 17,414	\$ 23,393	\$ 29,463	\$ 35,623	\$ 41,876	\$ 48,222	\$ 54,664	\$ 61,202	\$ 67,839	\$ 74,575	\$ 81,412	\$ 88,351	\$ 95,395	\$ 102,544	\$ 109,801	\$ 117,166	\$ 124,642	\$ 132,230

ANNUAL PROJECT COSTS

Amount Financed: \$ -
Cash Payment: \$ 29,960

Year ending	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Annual Financing Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ameresco Measurement and Verification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Costs to Client	\$ 29,960	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

NET ANNUAL CASH FLOW WHEN FINANCING PROJECT:

Year ending	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Cash Flow from Estimated Energy Savings (with inflation)	\$ (29,960)	\$ 6,354	\$ 6,449	\$ 6,546	\$ 6,644	\$ 6,744	\$ 6,845	\$ 6,947	\$ 7,052	\$ 7,157	\$ 7,265	\$ 7,374	\$ 7,484	\$ 7,597	\$ 7,711	\$ 7,826	\$ 7,944	\$ 8,063	\$ 8,184	\$ 8,307	\$ 8,431
Cumulative	\$ (29,960)	\$ (23,606)	\$ (17,157)	\$ (10,611)	\$ (3,967)	\$ 2,776	\$ 9,621	\$ 16,569	\$ 23,620	\$ 30,778	\$ 38,043	\$ 45,416	\$ 52,901	\$ 60,497	\$ 68,208	\$ 76,034	\$ 83,978	\$ 92,041	\$ 100,225	\$ 108,531	\$ 116,962
Cash Flow from Guaranteed Energy Savings (with inflation)	\$ (29,960)	\$ 5,718	\$ 5,804	\$ 5,891	\$ 5,980	\$ 6,069	\$ 6,160	\$ 6,253	\$ 6,347	\$ 6,442	\$ 6,538	\$ 6,636	\$ 6,736	\$ 6,837	\$ 6,940	\$ 7,044	\$ 7,149	\$ 7,257	\$ 7,365	\$ 7,476	\$ 7,588
Cumulative	\$ (29,960)	\$ (24,242)	\$ (18,437)	\$ (12,546)	\$ (6,567)	\$ (497)	\$ 5,663	\$ 11,916	\$ 18,262	\$ 24,704	\$ 31,242	\$ 37,879	\$ 44,615	\$ 51,452	\$ 58,391	\$ 65,435	\$ 72,584	\$ 79,841	\$ 87,206	\$ 94,682	\$ 102,270

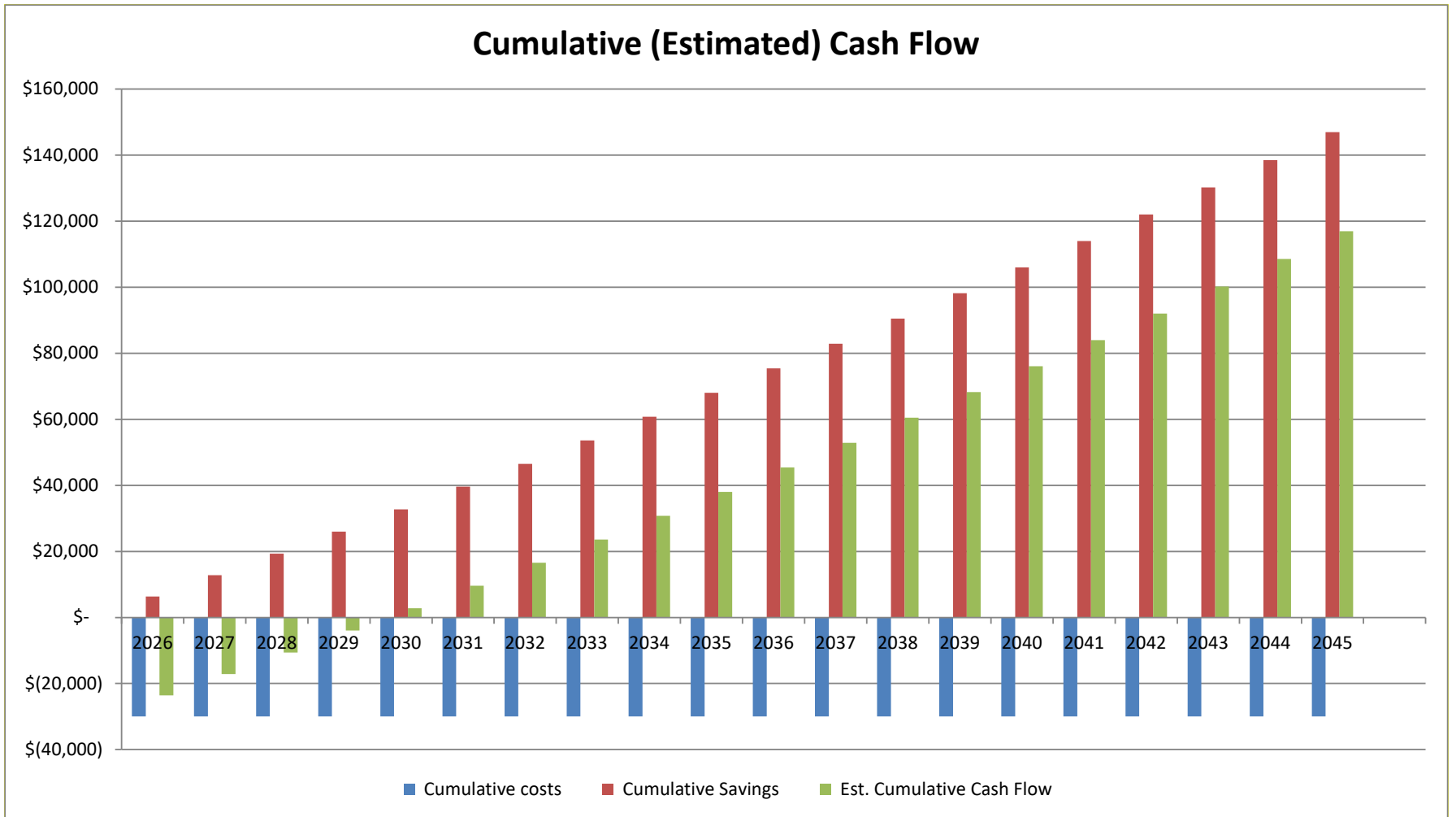


Figure 1 – Cumulative Cash Flow

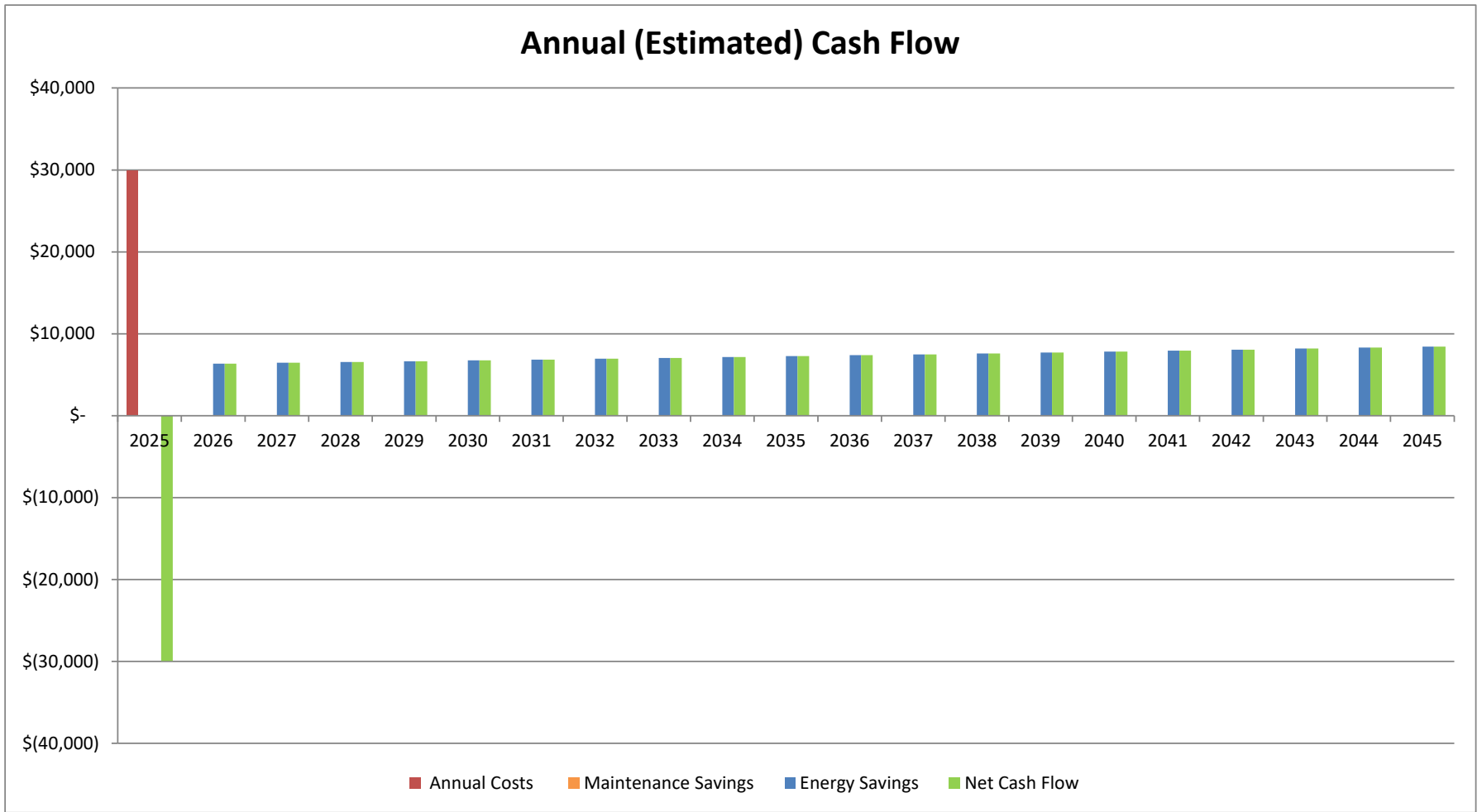


Figure 2 – Annual Cash Flow

SCHEDULE 4 TO PDP

BASELINE ENERGY USE

The provisions of the Schedules to the PDP, including this Schedule 4, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

Utility Rates

“Table 1 – Utility Rates” summarizes the baseline utility rates for each building based on the baseline data received by ESCO from Owner. The rates are based on the current rates as of December 2024. These rates were used in establishing the Baseline Energy Use and Energy Savings Calculations. The Owner acknowledges and accepts the utility rates set forth in “Table 1 – Utility Rates” as reasonable.

Facility	Electric
	\$/kWh
RUSA Main Office	\$0.1255/kWh

Table 1 - Utility Rates

Existing Utility Information

The baseline annual energy usage including electrical usage (kWh), demand (kW), and gas usage (Therms) for each building is presented below. The period analyzed was from Nov. 2022 through Oct. 2023.

	Annual Electricity Usage (kWh)	Annual Electricity Demand (kW)	Annual Gas Usage (therms)
RUSA Main Office	55,280	167	0
Total	55,280	167	0

Table 2 - Total Baseline Energy Use and Cost

SCHEDULE 5 TO PDP

SAVINGS CALCULATION FORMULAE; METHODOLOGY TO ADJUST BASELINE

The provisions of the Schedules to the PDP, including this Schedule 5, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

I. Methodology Used to Calculate Project Savings

Measurement and Verification (M&V) involves two components: (1) verifying the ability of the project to generate all the projected savings; and (2) measuring actual performance of the project against the established baseline(s). These baselines are developed from a rigorously derived data logging, end-use analysis, and historical energy consumption data.

There are a variety of ways to accomplish the two primary M&V tasks, but a critical prerequisite is the establishment of the aforementioned baseline(s). Techniques range from stipulating all factors affecting Energy Conservation Measure (ECM) performance to installing extensive, highly accurate metering systems. When deciding the appropriate level of sophistication for a particular plan, factors such as complexity of the measure, expected magnitude of savings from the measure, and the customer’s aversion to risk all weigh upon the decision. In an effort to aid agencies in gaining an understanding of measurement and verification, an international guideline was established.

ESCO bases all of its site-specific measurement and verification plans on the International Performance Measurement and Verification Protocol (IPMVP). The general approach to determining energy savings in these plans involves comparing the energy use associated with a facility, or certain energy consuming systems within a facility, before installation of the ECM (baseline) and after installation of the ECM (post-installation). In general:

$$\text{Energy Savings} = (\text{Baseline Energy Use}) - (\text{Post Installation Energy Use}) \pm \text{Adjustment}$$

ECM #	Conservation Measure	Annual Production		Annual
		Consump.	Demand	Resource
		kWh	kW	\$
MO-R1	Installation of a 39.4 kW solar PV array system with a 50kW / 186kWh battery storage system.	50,628	0	\$6,354
	Total:	50,628	0	\$6,354

Table 1- Summary of Annual Savings

The energy savings calculations are included in the Helioscope model provided to the customer. These savings calculations have been reviewed and accepted by the Owner and the ESCO.

The following details the savings calculation methodology associated with each Energy Conservation Measure (ECM) included in Table 1 – Summary of Annual Savings.

Multiple Measures Calculation Formulas

General Conservation Measures

The mechanical energy conservation measures were calculated on the system design of a solar PV array and estimated output of the system through modeling software.

II. Methodology to Adjust Baseline

ESCO has developed the M&V plan and calculated the estimated energy savings based on the assumption that the buildings and systems will continue to operate under the same conditions as observed during the Technical Energy Audit. The savings calculations, baseline and/or M&V methodologies are subject to adjustment as set forth in Schedule 6, in the Contract and herein. In addition, in the event that changes are made to the buildings, systems, operations, or utilization of the buildings other than those made by ESCO during the performance of the Scope of Services, ESCO may, at its discretion, make reasonable adjustments to the savings calculations and/or the M&V methodologies to account for such changes. Any adjustments will be included in the M&V Report.

Baseline adjustments for routine and non-routine adjustments are discussed below:

Routine Adjustments

Routine adjustments are changes to the baseline energy consumption due to factors which are both significant to the energy consumption and vary predictably. Factors resulting in routine adjustments include, but are not limited to, weather, building temperature setpoint, hours of operation, and number of occupants. Routine adjustments, if required according to the respective measurement and verification plan, will be performed annually and will affect the performance period in which the adjustment occurs only, and will not be continued into later performance periods. If routine adjustments result in a reduction of energy savings and are beyond the control of ESCO, the value of the savings guarantee will be reduced by the magnitude of the routine adjustment.

Non-Routine Adjustments

Non-routine adjustments are changes to the baseline energy consumption due to factors that are significant to the energy consumption but do not vary predictably. Factors resulting in non-routine adjustments include, but are not limited to, additions or reductions to the area of a building, changes to the use of a building, installation, modification, or replacement of equipment, and changes to the building envelope. Non-routine adjustments, if required according to the respective measurement and verification plan, will be performed once and will be affective for the remainder of the performance period. If non-routine adjustments result in a reduction of energy savings and are beyond the control of ESCO, the value of the savings guarantee will be reduced by the magnitude of the routine adjustment.

Reporting of Routine and Non-Routine Adjustments

Both ESCO and Owner share responsibility in identifying routine and non-routine adjustments. ESCO will monitor key parameters and perform site visits as required per the measurement and verification plan. If, during the course of these actions, ESCO identifies operations or changes to

the buildings or systems that would result in a baseline adjustment, ESCO will notify Owner accordingly as outlined in the measurement and verification plan. Owner is obligated to notify ESCO when material changes occur within the facilities and provide additional information, if required, to perform baseline adjustments, including, but not limited to, equipment submittals, building plans, and dates that such changes occurred. ESCO will calculate baseline adjustments, when required, and submit the results to Owner and its agents.

The energy savings guarantee is based on the proper performance of the conservation measures as indicated in “Schedule 2 – Calculation of Energy Cost Savings Guarantee”. Should the performance of the conservation measures be adversely impacted by changes in weather, occupancy patterns, building modifications, or inadequate maintenance, the baseline may require an adjustment.

SCHEDULE 6 TO PDP

MEASUREMENT AND VERIFICATION PLAN; GUARANTEED SAVINGS CONTRACT PROVISIONS

The provisions of the Schedules to the PDP, including this Schedule 6, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

I. MEASUREMENT AND VERIFICATION PLAN

Schedule & Reporting of M&V Services

Table 6-1: Schedule of Reports

Item	Schedule
First Year Annual M&V Report	60 days after the end of the first Guarantee Year
Subsequent Annual M&V Reports, if any	60 days after the end of each subsequent Guarantee Year

Measurement & Verification Overview

Ameresco shall perform the M&V Services as set forth in this Schedule 6 in order to determine and document the Annual Savings under this Agreement. As used herein, the term “Guarantee Year” refers to a “Savings Year.”

The approach to M&V is based on the International Performance Measurement and Verification Protocol (IPMVP) Volume 1 2012 (January 2012). IPMVP Volume 1 is a guidance document describing common practice in measuring, computing, and reporting savings achieved by energy or water efficiency projects at end user facilities. The IPMVP presents a framework and the four M&V methods. For purposes of this Agreement, the Parties have also included an additional M&V Method – “Agreed Upon” savings. “Agreed Upon” savings are not subject to measurement or verification and do not include M&V activities. This method is utilized on ECMs with savings that are too low to justify the costs associated with verification.

Method A: Partially Measured with Stipulated Values
Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the ECM’s affected system(s). Estimates of the non-key parameter are used for the savings calculations.
Method B: Fully Measured
Savings are determined by field measurement of the energy use of the ECM-affected system.
Method C: Whole Facility Meter Analysis
Savings are determined by measuring energy use at the whole facility or sub-facility level.

Method D: Calibrated Simulation
Savings are determined through simulation of the energy use of the whole facility or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the facility. The model is closely calibrated with data collected for each ECM.
Agreed Upon Savings: No M&V, Operational Verification
Used when savings are not enough to justify the cost of accurately calculating and/or measuring the savings.

Table 6-2 below sets forth the M&V methods to be used for the various ECMs and the details of the plan execution.

ECM	MO-R1 - Solar PV Array & BESS
Conservation Measure	Installation of a 39.4 kW solar PV array system with a 50kW / 186kWh battery storage system to serve the main office.
IPMVP Option	Option B – Solar PV
Work to be Performed	<ul style="list-style-type: none"> • Array DC power, AC power, plane of array irradiance, and ambient temperature will be measured. • Actual kWh production will be monitored over the performance period and compared to guaranteed amounts. • Adjustments will be made for variations in insolation and availability conditions • Inverter level analysis will be performed to ensure adequate production across the array
Key Performance Indicators	<ul style="list-style-type: none"> • Solar Array kWhs produced • Actual POA insolation
Stipulated Variables	All Non-Key Performance Indicators
Years to be Done	1
Work To Be Performed By	Ameresco
Owner Responsibilities	Provide all required maintenance and ensure system is allowed to operate

Operating Parameters/Stipulated Variables and Owner Responsibilities

In addition to any of its other obligations under this Agreement, the Owner agrees to operate and maintain all ECMs to the standards set forth in Table 6-2 of this Schedule 6 and in the O&M Manuals delivered to the Owner at Substantial Completion and/or Final Completion, as appropriate. Deviation from these standards may result in adjustments to the Baseline, the Annual Guaranteed Savings, or the determination of Annual Savings.

II. GUARANTEED SAVINGS CONTRACT PROVISIONS

The “Annual Guaranteed Savings” are:

Utility	Guaranteed Annual Energy Savings
Electricity (kWh)	45,565

The Guarantee Term (also known as the Savings Term or Energy Savings Term) shall be the consecutive twelve (12) month period (“Guarantee Year”) beginning with the date of Notice of Commencement of Energy Savings of the ECMs, (the “M&V Commencement Date”), as set forth in the Notice of Commencement of Energy Savings letter provided by ESCO. ESCO guarantees that the Annual Savings (as such term is defined below) to be achieved as a result of installation and operation of the ECMs shall equal or exceed the Annual Guaranteed Savings for the Guarantee Term, determined as provided in Schedules 1, 2, 4, 5 and Section I of this Schedule 6.

ESCO guarantees that the Annual Guaranteed Savings will be achieved by operation and beneficial use of all ECMs taken in the aggregate, but does not guarantee the savings amount achieved by each ECM individually.

ESCO’s obligations in respect of this Savings Guarantee are subject to the Owner performing all of its maintenance, repair, service, and other obligations under this Agreement, including, without limitation, the Owner’s maintenance responsibilities set forth in Schedule 9 , maintenance of the Standards of Service and Comfort set forth in Schedule 10, and the Owner’s obligations with respect to the Premises as set forth in the Contract Documents, that may affect achievement of the Annual Guaranteed Savings. If the Owner fails to perform its obligations under the Contract Documents, including the PDP, and related Schedules and Exhibits, or interferes with or permits any third party to take any action which, in the reasonable opinion of ESCO, may prevent the achievement of the Annual Guaranteed Savings under this Agreement, ESCO may adjust the Annual Guaranteed Savings during the period in which such savings were affected to reflect the impact such actions had on same. ESCO’s rights set forth in this Schedule 6A shall not be in limitation of any other rights it is entitled to by law and under this Agreement.

OWNER REVIEW

The Owner has reviewed and accepted the Annual Guaranteed Savings, calculations, assumptions, and methodologies contained in the M&V Plan set forth in Schedule 6, the Calculation Methodology set forth in Schedule 2, the Baseline set forth in Schedule 4, and the Stipulations and Operating Parameters set forth in Schedules 6 and 7, as well as the assumptions set forth in Schedule 1.

MEASUREMENT AND VERIFICATION PLAN

The “Measurement and Verification Plan” consists of the measurement and verification plan and the savings calculation methodologies set forth in Schedules 1, 2, 4, 5, and 6. The total savings achieved

by the combined ECMs, determined as provided in the M&V Plan, including any “Agreed upon Savings,” as such term is defined in the M&V Plan, shall be deemed the total “Annual Savings.” Agreed Upon Savings amounts shall be deemed achieved upon Substantial Completion of installation of the related ECMs.

For each Guarantee Year for which measurement and verification services are to be performed, measurements shall be completed and Annual Savings determined as described in the M&V Plan, and ESCO will submit to the Owner a report documenting the guarantee reconciliation (the “Annual M&V Report”) within 60 days following the end of such Guarantee Year (collectively, the “M&V Services”). The Annual M&V Report will include a calculation of the Annual Savings achieved.

If, for the Guarantee Year during the Guarantee Period/Savings Term, the Annual Guaranteed Savings is not achieved, as evidenced by the fact that the Annual Savings as detailed in the Annual M&V Report is less than the Annual Guaranteed Savings for the Guarantee Year being reconciled, ESCO shall pay or provide in-kind services to the Owner the amount (“Savings Shortfall”) by which the Annual Guaranteed Savings Amount exceeds the Annual Savings, or, by mutual written agreement of the Parties, in lieu of making a payment of the Savings Shortfall, ESCO may rectify the Savings Shortfall through installation of additional ECM(s) or modifications. Such payment, installation, or modification shall be the sole and exclusive remedy of Owner in the event of a Savings Shortfall.

In addition, in the event of a Savings Shortfall, ESCO shall have the right but not the obligation, at Ameresco’s sole discretion and expense, to install additional ECM(s) or modifications to mitigate any future Savings Shortfall with the approval of Owner, such approval not to be unreasonably withheld, conditioned, or delayed. If, in any Guarantee Year, the Annual Savings exceed the Annual Guaranteed Savings Amount for such Guarantee Year, the excess savings will be used first to reimburse ESCO for any Savings Shortfall payments made in previous years, whether such payment was made in cash or through installation of additional ECMs.

M&V SERVICES

The M&V Services will be performed, the Annual M&V Report delivered for the Guarantee Year which comprises the Guarantee Period, and the M&V Service Fees shall be due and payable for each year in which an Annual M&V Report is delivered, as provided in Section 9.5 of the Design and Construction Contract, and in Schedule 3 PDP.

In the event of early termination of this Agreement or of the M&V Services, unless termination is effective on the last day of the Guarantee Year, no Annual M&V Report will be produced for the Guarantee Year then in effect and the Annual Guaranteed Savings shall be deemed achieved for the Guarantee Year then in effect, i.e. for the balance of the Savings Term.

ADJUSTMENTS TO SAVINGS CALCULATIONS OR M&V PLAN

ESCO has developed the M&V Plan and calculated the Annual Guaranteed Savings based on the assumption that the buildings and systems will continue to operate under the baseline conditions as observed during performance of the Technical Energy Audit and development of the Project Development Plan. The savings calculations, baseline, and/or M&V methodologies are subject to adjustment as set forth in the Schedules to the PDP. In addition, in the event that changes are made to the buildings, systems, operations, or utilization of the buildings other than those made by ESCO during the performance of the Scope of Services, ESCO may, at its discretion, make reasonable adjustments to the savings calculations and/or the M&V methodologies to account for such changes. Any adjustments will be included in the M&V Report.

DISPUTE RESOLUTION PLAN

Notwithstanding anything else to the contrary in the Agreement, any dispute, claim, or disagreement of any kind or nature between the Parties (a "Dispute") arising out of or in connection with this M&V Plan, Adjustment to the Baseline, or the Energy Savings Guarantee shall be subject to a meeting of senior management and, if necessary, mediation as a condition precedent to any and all remedies at law or in equity and shall be resolved in accordance with this Dispute Resolution Plan.

Any Dispute arising concerning the M&V Plan, Adjustment to the Baseline, or the Energy Savings Guarantee, if not amicably settled by the Parties within thirty (30) days following notice of dispute, shall be referred to senior management of the Parties for resolution. A representative from management of both Parties shall meet in person or by phone within ten (10) business days after either Party gives the other Party written notice of the Dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the Dispute. In the event the Dispute has not been resolved within forty-five (45) days following referral to senior management, or such longer period as the Parties may mutually agree, then a request for mediation shall be made in writing and delivered to the other Party. The request may be made concurrently with the filing of any and all remedies at law or in equity but, in such event, mediation shall proceed in advance of any proceedings filed in a judicial forum, which shall be stayed pending mediation for a period of 60 days from the date of filing unless stayed for a longer period of time by agreement of the parties or court order.

The Parties shall share the fees of the mediation equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve the Dispute through informal dispute resolution or mediation, either Party may then pursue available remedies at law in the state or federal courts of the State of Oregon.

SCHEDULE 7 TO PDP

SYSTEMS START-UP AND COMMISSIONING; OPERATING PARAMETERS OF INSTALLED EQUIPMENT

The provisions of the Schedules to the PDP, including this Schedule 7, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

I. Systems Start-Up and Commissioning

Create Master List of Commissioned Equipment: Based on the final design, addendum and submittal information, a master list of equipment and systems is created. This list identifies each piece of equipment and system to be commissioned. It further identifies all modes of operation and any integrated system relationships. This list is integrated into the final commissioning plan and is used to track equipment and systems as they move through the commissioning process.

Create Final Commissioning Plan: The final commissioning plan outlines the entire commissioning process including roles and responsibilities, scheduling, installation verification forms and functional test forms. Depending on the overall project schedule, the installation verification and functional test forms may be “sample” versions only at this time.

Develop Installation Verification Documents: Based on the master equipment list, a pre-functional installation verification checklist is created for every piece of equipment and system scheduled to be commissioned. These checklists are used to help assure that equipment and systems are installed correctly and ready for functional testing.

Develop Functional Performance Documents: Based on the master equipment list, a functional performance test is created for every piece of equipment and system that is to be commissioned. These tests are designed to simulate as many potential modes of operation as is within the commissioning scope of work.

Conduct Installation Verification: Using the installation verification sheets, the facility is reviewed to verify that equipment and systems are properly installed and ready for functional testing. Issues are noted on a “Commissioning Issues” list. This list becomes a working and regularly revised document that records the eventual resolution of all issues.

Conduct Functional Performance Tests: Once the installation verification is complete, functional performance testing may commence. Ameresco completes the functional testing with the help of the Controls Contractor. Issues are noted on the Commissioning Issues list.

Conduct Acceptance Tests: Once the functional performance tests are completed, acceptance testing may commence. Ameresco completes the acceptance testing with the help of the Controls Contractor by focusing on system performance measured via trend-logging and with testing equipment.

Re-Testing and Issue Resolution: All issues reported as corrected by the responsible contractors are verified by Ameresco prior to being considered as fully resolved. In some cases this may involve a

repeat of the initial functional testing procedures. Issue resolution may also involve working with the members of the Design Team to develop and implement appropriate changes or retrofits to design.

Final Report: At the close of the project, a final report based on the commissioning plan is created. This report will contain all previously generated commissioning documentation and a project summary that identifies any unresolved issues and makes further recommendations.

Training: Once commissioning is complete the Commissioning Agent will participate in the formal training presented by the system installers and supplier. The Commissioning Agent's role in the training is to share specific input regarding the system function in the owner's facility.

Start Up: ESCO will ensure that all major equipment is started up by a factory authorized technician and that all start up documents are registered as required to start the warranty process. The start-up is witnessed by the Commissioning Agent and the owner's staff is also encouraged to participate in the start-up process.

The following is a sample of a Variable Frequency Drive Commissioning Report for a K-12 project. It is representative of the start-up and commissioning reports that are completed for all of the installed measures that are part of an Energy Savings Performance Contract.

The final Start-Up and Commissioning report will be developed during project implementation and will be delivered at the close-out of the ESPC project and will be part of the final Operations & Maintenance Manuals.

System Testing Manual

Variable Pump Speed Control

I. VFD INSTALLATION VERIFICATION

Provide and install two VFD's with bypass, one 7.5hp, one 10hp. VFD's to have Bacnet/lonworks communication to building controls for general point's supervision. Hardwire enable, speed and status points.

Equipment:	CP-2	Mark:	CP-2
Location:	Mech. Rm. Attic above Custodial Rm.	Serves:	Hydronic Loop

II. INSTALLATION VERIFICATION

Validation Description	Yes	No	N/A	Comments
Unit/ Casing/ Maintenance Access				
Permanent labels affixed		X		
Unit condition good: no dents, no leaks	X			
Maintenance access acceptable for unit and components	X			
Drive location not subject to excessive temperatures, moisture, or dirt	X			
Drive size matches motor size	X			
Provide and install new VFDs with factory-installed bypass contactors and switching.	X			
Electrical				
Power disconnects in place and labeled	X			
Controls				
Internal setting designating the model is correct	X			
Input of motor FLA represents 100% to 105% of motor FLA rating	X			
Appropriate Volts vs Hz curve is being used	X			
Accel. And decel. Times are around 10-60 seconds, except for special applications. Record actual for each unit.	X			Set for 120 seconds
VFD interlocked to control system	X			
VFD minimum speed setting set >15.0Hz	X			
Controlling DP sensors calibrated and properly located and per drawings	X			

System Testing Manual

Variable Pump Speed Control

I. VFD INSTALLATION VERIFICATION

Provide and install two VFD's with bypass, one 7.5hp, one 10hp. VFD's to have Bacnet/lonworks communication to building controls for general point's supervision. Hardwire enable, speed and status points.

Equipment:	CP-3	Mark:	CP-3
Location:	Mech. Rm. Attic above Custodial Rm.	Serves:	Hydronic Loop

II. INSTALLATION VERIFICATION

Validation Description	Yes	No	N/A	Comments
Unit/ Casing/ Maintenance Access				
Permanent labels affixed		X		
Unit condition good: no dents, no leaks	X			
Maintenance access acceptable for unit and components	X			
Drive location not subject to excessive temperatures, moisture, or dirt	X			
Drive size matches motor size	X			
Provide and install new <i>ABB VFDs</i> with factory-installed bypass contactors and switching.	X			
Electrical				
Power disconnects in place and labeled	X			
Controls				
Internal setting designating the model is correct	X			
Input of motor FLA represents 100% to 105% of motor FLA rating	X			
Appropriate Volts vs Hz curve is being used	X			
Accel. and decel. times are around 10-60 seconds, except for special applications. Record actual for each unit.	X			Set for 120 seconds
VFD interlocked to control system	X			
VFD minimum speed setting set >15.0Hz	X			
Controlling DP sensors calibrated and properly located and per drawings	X			

III. OPERATION VERIFICATION

Provide and install two loop differential pressure sensors located toward end of loop in East and West Attic. From drawings this would be near HP-6 and HP-53, respectively. Location for sensors to be chosen by Controls Contractor.

Verify the following sensors have been calibrated. Physically measure each device with an independent meter and compare to readings on DDC. Differential pressure transducer shall have an accuracy of +/- 2%

Sensor Calibration	DDC	Field	Offset	Comments
Loop DP Sensor #1 (HP-6)	16.0	Pass	-----	
Loop DP Sensor #2 (HP-53)	18.0	Pass	-----	

Analog Output Verification	DDC	Field	Comments
P-1 VFD Speed Command	Pass	Pass	
P-2 VFD Speed Command	Pass	Pass	

Digital Output Verification	DDC	Field	Comments
P-1 Enable / Disable	Pass	Pass	
P-2 Enable / Disable	Pass	Pass	

Digital Input Verification	DDC	Field	Comments
P-1 Status	Pass	Pass	
P-2 Status	Pass	Pass	

Set Points	Design	Actual	Comments
Loop Static Pressure Set point	na	15.0	

IV. SEQUENCE OF OPERATION

Variable Pump Speed Control

- A. The VFD shall vary loop pump speed to maintain 5 psi differential pressure (adjustable) when any heat pump compressor is running.
- B. Pumps to modulate and stage to maintain the lower of the two differential pressure sensors to the loop differential set point (adj.). Pumps to be engaged with a call for compressor from any one heat pump, do not schedule the pumps. If pump is commanded on and status from vfd does not indicate it's enabled, than generate alarm and enable back-up pump.
- C. If no heat pumps are calling for compressor then shut down loop pump.
- D. Two pumps are to be sequenced in a lead / lag configuration, with the lead pump rotating every two weeks (adj.).

Show all applicable status points and all alarm points on graphics.

II. Operating Parameters for ECMs / Standards of Comfort and Service

In addition to any of its other obligations under this Contract, the Owner agrees to operate and maintain all ECMs to the standards set forth in this Schedule 7, in Schedule 9 and in the O&M Manuals delivered to the Owner at beneficial use, Substantial Completion and/or Final Acceptance, as appropriate. Deviation from these standards may result in adjustments to the Baseline, the Annual Guaranteed Savings, and/or the determination of Annual Savings.

SCHEDULE 8 TO PDP

ESCO'S TRAINING RESPONSIBILITIES

The provisions of the Schedules to the PDP, including this Schedule 8, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

- ESCO will implement a comprehensive training program that involves classroom and hands-on/field training. Training sessions will include a review of the overall installation and performance characteristics of installed Energy Efficiency Measures. Documentation will include review of O&M manuals, drawings, and equipment specification literature. Facilities personnel, and select building occupants, will receive comprehensive manuals for reference. The primary goal of Ameresco's training program will be to educate designated operations, maintenance, and building staff in the key areas that relate to the ECMs installed throughout the project. ESCO has identified three (3) levels of training which may be required depending on the specific ECMs which are installed. Refer to the Training Matrix on the next page for applications of Training Levels.
 - Level 1: For systems and equipment which are essentially direct replacements of existing equipment, such that no additional skills will be required to perform operations and maintenance functions, the training will be limited to a general overview of the equipment installed, a review of the manufacturer's O&M manuals, and an explanation of equipment warranties. This level of training will provide operations and maintenance staff the familiarity with the equipment that is installed, manufacturer's recommended maintenance procedures, and all warranty information. This training will be conducted one time and will include up to 8 hours of classroom instruction for all ECMs designated for Level 1 training.
 - Level 2: For systems and equipment which are new to the site, and require some general understanding as to their function and operation, training will include a minimum amount of classroom instruction that will provide an overview of the specific technology selected, specific equipment installed, review of the manufacturer's O&M manuals, and an explanation of equipment warranties. Following the classroom training session, a site tour will be scheduled to view the specific installation and operation of the equipment. This level of training will provide operations and maintenance staff with additional equipment details (including equipment cut sheets), familiarity with the equipment that is installed, manufacturer's recommended maintenance procedures, and all warranty information. This training will be conducted one time and will include up to 12 hours of combined classroom and field instruction for all ECMs designated for Level 2 training.
 - Level 3: For systems and equipment which are new to the site, and are more complex in nature - training will be directed to facilities engineering and the operations and maintenance staff. Level 3 training will require more extensive classroom training to discuss design intent, specific system design, energy efficiency considerations, seasonal

modes of operations, comfort conditions, operation of individual components, emergency conditions, sequences of operations, alarms, diagnostics, and any additional ECM specific information as required. This training will be conducted up to two (2) sessions and will include up to 12 hours per session of combined classroom and field instruction for all ECMs designated for Level 3 training.

- Level 3 classroom training will also include a review of the manufacturer’s operation and maintenance manuals, and an explanation of equipment warranties. Following the classroom training session, a site tour will be scheduled to view the specific installation, operation of the equipment, and hands on maintenance instructions by qualified personnel and manufacturers’ representatives. This level of training will provide staff with a comprehensive understanding of all equipment details as well as hands on familiarity with the equipment that is installed and a detailed review of manufacture’s recommended maintenance procedures and warranty information.
 - Note: “Classroom” refers to a setting where information is presented to Agency personnel and may occur on-site in a meeting room, office, boiler room, etc.).

The Agency shall provide suitable space and make personnel available, as reasonably required for ESCO to conduct training under this Schedule 8.

Training Matrix					
ECM #	Conservation Measure	Level 1	Level 2	Level 3	Not Applicable
MO-R1	Installation of a 39.4 kW solar PV array system with a 50kW / 186 kWh battery storage system.			X	

SCHEDULE 9 TO PDP

OWNER'S MAINTENANCE RESPONSIBILITIES

The provisions of the Schedules to the PDP, including this Schedule 9, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

Owner, at its own expense, will keep and maintain, or cause to be kept and maintained, the ECMs and all equipment in as good operating condition as when delivered to the Owner hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide maintenance and service and make all repairs necessary for such purpose. Responsibility for the proper maintenance, service, repair and adjustments to each ECM, ECM system and related ancillary systems and equipment, including related expenses, shall transfer to the Owner on an ECM by ECM basis on the date of **“Substantial Completion”** of each ECM as such date is determined in accordance with Section 2 and Section 18.2 of the “Phase II – Design and Construction Contract”. The Owner will be responsible for such maintenance, service, repair and adjustments for the remainder of the Term. Operation and Maintenance Manuals (O&M Manuals) will be provided to the Owner, by the ESCO. Included with the O&M manuals will be a list of maintenance responsibilities and tasks for the Owner, as well as the final “Schedule 10 – Facility Maintenance Checklist”.

Start-up and Shutdown: The Owner’s responsibilities include all system start-ups and shut-downs. System start-up (beginning of season) and shut-down (end of season) refers to specific manufacturer recommendations with respect to “proper” system start-up, operation, maintenance, and shut-down as defined in the manufacturer’s installation / operation / maintenance (O&M) manuals which will be provided to the Owner upon Beneficial Use, Substantial Completion and / or Final Completion, as appropriate.

Operations: The Owner shall operate the equipment installed hereunder in accordance with parameters noted in the manufacturers’ recommendations, and any supplemental procedures supplied to the Owner by ESCO, including those set forth in the O&M manuals. The Owner shall also operate the equipment and systems (including ancillary related systems) in accordance with Table 6.2 in “Schedule 6, M&V Plan; Guaranteed Savings Contract Provisions” and “Schedule 7, System Start-Up and Commissioning, Operating Parameters of Installed Equipment”.

Maintenance: The Owner’s maintenance responsibilities include the proper operation and prompt repair and maintenance of each ECM, ECM system and related ancillary systems and equipment such that they are maintained in good working order during the Term. The Owner shall repair and maintain (i) the equipment and all other components which comprise the ECM and (ii) all other equipment which is attached thereto and/or is integral to the proper functioning of the ECM, including performance of the maintenance tasks, manufacturer’s recommendations and supplemental procedures included in the O&M Manuals. Maintenance also refers to performing required maintenance of ancillary systems.

SCHEDULE 10 to PDP

FACILITY MAINTENANCE CHECKLIST

The provisions of the Schedules to the PDP, including this Schedule 10, shall govern in the event of any inconsistencies between the provisions of the other Contract Documents and the Schedules.

The following is a draft Facility Maintenance Checklist for the ECMs that require maintenance. A final Facility Maintenance Checklist will be delivered at the close-out of the ESPC project and will be part of the final Operations & Maintenance Manuals.

Solar PV Array

Tasks	Frequency
Ensure panels are relatively clean and free from debris. Rainfall should be adequate to maintain the required cleanliness level most of the time, but during dusty or heavy forest fire conditions, they may need to be washed off.	As-Needed
Visual inspection of inverters and electrical infrastructure to confirm operation.	Monthly
Review of web-based production information and utility bills to confirm net metering operation and production.	Monthly
Monitor the solar data system for alarms and faults and respond as appropriate.	As-Needed

Battery Energy Storage System

Tasks	Frequency
Environmental Inspection: Check monthly average ambient temperatures and humidity inside BESS container. Average temperature should be between 25C +\ - 5C. Average relative humidity should be less than 80%.	Monthly
Battery Visual Inspection: Check if the form or the color of the communication & power cable has changed. Check if the contact areas and battery exterior have rusted. Check if the battery room environment is well-managed (dust). Check if you smell chemicals.	Monthly
DC Protection Inspection: SPD normal status check. (check LED at the front of the SPD, Normal: grey, Replacement required: red)	Monthly
Visually inspect container for noticeable intrusion of dust, rodents & pests, and water. Remove dust from all surfaces.	Every 6 Months
Ensure door latches are not loose.	Every 6 Months
Check fire suppression gauge to ensure system is nominal. Perform fire suppression visual inspection per the operation manual. Inspect fire suppression pressure gauges to make sure they are still being maintained in the green zone of the gauge. Contact the manufacturer if the pressure is no longer in the green zone.	Every 6 Months

Inspect and re-torque any loose connections inside of container.	Every 6 Months
Clean HVAC air filter and reinstall. Inspect all heat exchanger coolant lines, fittings, and seals. Retighten or replace any lines that are visibly damaged.	Every 6 Months
Annual inspection and cleaning. Perform all monthly and 6 month inspections.	Every 12 Months
Battery Function: Perform a discharge capacity measurement and State of Health update. Perform a DC contactor operation inspection. Verify 48 V and 24 V auxiliary voltage is within +/-5%V. Perform an insulation resistance check. Perform a FAN operation check.	Every 12 Months
Perform replacement of UPS battery.	Every 5 Years

**ENERGY SAVINGS PERFORMANCE CONTRACT
EXHIBIT A
PHASE 2: DESIGN AND CONSTRUCTION CONTRACT**

THIS **PHASE 2 DESIGN AND CONSTRUCTION CONTRACT** is between Roseburg Urban Sanitary Authority (RUSA the "Owner"), and:

Company	<u>Ameresco, Inc</u>	Contract #	<u>1007787</u>
Address	<u>9700 SW Capitol Hwy, Suite 110</u>	PCA Project/Phase	<u>Ph. 1</u>
City, State Zip	<u>Portland, OR 97219</u>	Tax ID #	<u>04-3512838</u>
Phone	<u>503.290.1285</u>	Date	<u>02/14/2025</u>

(the "ESCO" or "Consultant") (collectively Owner and Consultant are referred to as the "Parties"). This Contract is for all Services related to completion of the project more particularly described as follows (the "Project"):

The scope of work for this project will include a solar array with a battery energy storage system to serve the RUSA main office as described in the PDP, located at 1297 NE Grandview Dr, Roseburg, OR 97470.

The work to be performed under this contract shall commence as soon as the ESCO has been officially notified to proceed (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on **11/1/2028**. The expiration or termination of the Contract shall not extinguish, prejudice, or limit either Party's right to enforce this Contract with respect to any default or defect in performance that has not been cured.

1. RESERVED.
2. SUBSTANTIAL COMPLETION DATE: **12/31/2025** See requirements in Sections 18.2 and 18.3 of this Design and Construction Contract.
3. DEFINITIONS. The key, defined terms used in this Design and Construction Contract, are set forth at Section 1 of Division 1 of the Energy Savings Performance Contract between Owner and ESCO, with an Effective Date of **02/14/25** (the "ESPC" or the "Contract") and Section A, RUSA General Conditions, Exhibit 1A to this Contract (the "General Conditions"), unless defined in the body of this Contract, and in this Section 3 as follows:
 - 3.1. "Construction Work" means the providing of all work, services, construction management services, materials, equipment, transportation, tools, labor and incidentals necessary to complete the construction work described in and reasonably inferred from this Contract and the other Contract Documents, including but not limited to the services and work set forth in Sections 5.5 and 5.6 of this Design and Construction Contract.
 - 3.2. "Contract Time" means any incremental period of time allowed under the Design and Construction Contract to complete any portion of the Work as reflected in the project schedule.
 - 3.3. "Design Services" means all the design services and construction administration services to be performed by ESCO under this Design and Construction Contract and the other Contract Documents, including but not limited to Sections 5.3 and 5.4 of this Design and Construction Contract.

- 3.4. "Project Management Services" means the project management services that ESCO shall perform throughout the period of performance of this Design and Construction Contract, as more particularly described in Section 5.2 of this Design and Construction Contract.
 - 3.5. "Work" means all Project Management Services, Design Services and Construction Work to be performed by ESCO under this Design and Construction Contract and the other Contract Documents for the Project.
4. CONTRACT DOCUMENTS. The Contract Documents listed at Section 4.1 below are intended to reflect the Parties' understanding of their respective rights and responsibilities concerning completion of the Work under the Design and Construction Contract.
- 4.1. Interpretation. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the following order:
 - 4.1.1. All written modifications, amendments and change orders to this Design and Construction Contract that have been executed by Owner following any required Owner approvals;
 - 4.1.2. This Design and Construction Contract, and all Exhibits, Schedules and Attachments to this Contract, including Exhibit 2A, Supplemental General Conditions to the State of Oregon General Conditions;
 - 4.1.3. The State of Oregon General Conditions (Exhibit 1A hereto);
 - 4.1.4. All design and construction drawings, Plans, Specifications and documents prepared and approved for the Project;
 - 4.1.5. The Contract;
 - 4.1.6. The RFP;
 - 4.1.7. ESCO's Proposal submitted in response to the RFP.
 - 4.2. Ownership of Work Product. All drawings, Plans, Specifications, audits, reports, and other work product required to be delivered by ESCO under this Contract ("Work Product") shall be the exclusive property of Owner. Owner and ESCO intend that such Work Product be deemed "work made for hire." If for any reason the Work Product is not deemed "work made for hire," ESCO hereby irrevocably assigns to Owner all of its right, title and interest in and to any and all of the Work Product, whether arising from copyright, or any state or federal intellectual property law or doctrine. ESCO shall execute such further documents and instruments as Owner may reasonably request in order to fully vest such rights in Owner. ESCO forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
 - 4.2.1. ESCO, notwithstanding other conditions in this Section 4.2, shall have, with Owner's written permission, the right to utilize such Work Product on its brochures or other literature that it may utilize for marketing and sales, and in addition, ESCO may use standard line drawings, specifications and calculations on other unrelated projects.
 - 4.2.2. If Owner reuses or modifies the Work Product without ESCO's involvement or prior written consent, Owner shall to the extent permitted by Article XI, Section 7, of the Oregon Constitution and by the Oregon Tort Claims Act, indemnify ESCO against liability for damage to person or property arising from Owner's reuse or modification of the Work Product, provided Owner shall not be required to indemnify ESCO for any such liability arising out of or related to the wrongful or negligent acts of ESCO or ESCO's employees or agents.

5. ESCO's SERVICES

5.1. General.

- 5.1.1. ESCO agrees that the Project Development Plan package of Energy related items, Non-Energy-related items and water-saving measures, and the Design Development Documents approved by ESCO and Owner shall serve as the basis for the Statement of Work for Phase II (as described in Section 3 of Division 1 of the Contract.)
- 5.1.2. As the Design-Builder for this Project, ESCO shall perform all Project Management Services, Design Services, and Construction Work necessary to complete the Project.
- 5.1.3. ESCO shall obtain at its own expense, and shall maintain in effect for the duration of this Design and Construction Contract, the insurance coverage required both in Section G of the General Conditions and in Section 9.3 of Division 1 of the Contract. Before execution of this Design and Construction Contract, ESCO shall provide to Owner certificates of insurance in compliance with the foregoing insurance provisions that demonstrate the required coverages are in effect and are being maintained for this Design and Construction Contract and the Work and services to be performed hereunder. In addition, before execution of this Design and Construction Contract, ESCO shall provide to Owner a performance bond and a payment bond, as required by Section G.2 of the General Conditions, on the bond forms furnished by Owner (attached hereto as Exhibit 3A). Each bond shall be in the total amount of those elements of the Contract Price for this Design and Construction Contract as provided in Section 9.1.5 below. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of this Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of this Contract. In addition, before beginning work, ESCO and all subcontractors shall file and maintain with the Construction Contractors Board the public works bond required by ORS 279C.836.
- 5.1.4. ESCO shall perform all services in good faith and shall perform all Work as expeditiously as is consistent with the highest professional skill, care and the orderly progress of the Work.
- 5.1.5. Within one week after execution of this Design and Construction Contract, ESCO shall submit for Owner's approval a schedule for the performance of the Work, which shall include allowances for periods of time required for Owner's review and for approval by authorities having jurisdiction over the Project. Time limits established by this schedule and approved by Owner shall not, except for reasonable cause, be exceeded by ESCO or Owner.
- 5.1.6. ESCO shall in good faith provide Owner with the necessary technical documentation for, and assist Owner in the procurement of, any utility rebates or incentives (the "Rebates") and tax credits (the "Tax Credits") that may be available for the Project. ESCO estimates the Rebates to be approximately \$11,167 and the Tax Credits to be approximately \$0. ESCO does not guarantee the specific availability or amount of the Rebates or the Tax Credits.
- 5.1.7. Under Section 6.4.3 of Division 3 of the Contract, ESCO was required to provide drafts of Schedules 7 through 10 as provided in that Section. As part of the services under this Design and Construction Contract, ESCO is required to provide final versions of Schedules 7 through 10. ESCO shall provide proposed final versions of these Schedules for review by Owner, and ESCO shall then revise these Schedules as required by Owner or as negotiated between Owner and ESCO to arrive at final versions of Schedules 7 through 10. More than one

version of one or more of these Schedules may be necessary in arriving at accepted final versions.

5.1.8. Reserved

5.2. Project Management.

5.2.1. ESCO shall appoint an ESCO staff person as ESCO's Project Manager (the "EPM", who is identified in Section 6.3 of this Design and Construction Contract) who shall be reasonably available to Owner and who shall have the expertise and experience required to supervise the Work for the duration of the Project. EPM shall communicate regularly with Owner and shall have the authority to act on behalf of ESCO. EPM shall consult with Owner's Project Manager (the "OPM") on issues affecting design, construction, Contract performance, Project budget and Project schedule. The EPM may be replaced during the Project only with Owner's prior consent, consistent with the provisions of Section 6.3 and 6.5 of this Design and Construction Contract.

5.2.2. The EPM shall provide Owner with a status report every two weeks, in which it shall detail the progress of the Work including the following: 1) whether the Work is proceeding according to schedule; 2) any discrepancies, conflicts, or ambiguities in the Contract Documents that require resolution; 3) any safety issues related to the Work; 4) any other matter that requires resolution to ensure timely and cost-effective completion of the Work. At least four working days prior to the scheduled meeting, ESCO shall submit to Owner a list of identified matters that require resolution; any matters that require Owner approvals, and any proposed deviations from the Project schedule.

5.2.3. The EPM shall be the principal contact between the OPM and all other ESCO representatives, and shall be responsible for all communications, including, but not limited to, conveying concerns, decisions and formal actions.

5.2.4. The EPM shall be responsible for maintaining thorough and complete project records and regular briefings to the OPM. The EPM shall coordinate the flow of information, communications and formal Documents so that Owner has the material required for its timely action on policy, design and budget matters. The EPM shall be responsible for transmission of Documentation required for Owner approval or actions.

5.2.5. Owner's review of, and response to, any of the matters presented above shall not relieve ESCO of its obligation to complete the Work within the Contract Time, and shall not be construed as relieving ESCO of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

5.3. Design.

Based on approved design development documents generated by ESCO and approved by Owner during the Project Development Plan, and any further adjustments in the scope or quality of the Project or in the construction budget authorized by Owner, ESCO shall prepare, for approval by Owner, Construction Documents.

5.3.1. The Construction Documents must meet the following requirements:

5.3.1.1. ESCO shall provide Specifications that comply with the Construction Specifications Institute's 3-part and 16-division format, shall provide drawings and Plans based on the approved preliminary design documents and shall set forth in detail the architectural, structural, mechanical and electrical construction requirements for the Project.

5.3.1.2. ESCO shall provide Owner with catalog cuts of all specified items, if different than design development documents.

- 5.3.1.3. ESCO shall provide Owner with in-progress Construction Documents as needed. At the completion of construction ESCO shall supply record drawings, and a copy of the final Construction Documents on a re-recordable compact disk.
- 5.3.1.4. ESCO shall prepare 95% Construction Documents for review and approval by Owner, and shall continue with preparation of the final Construction Documents, including final Specifications for all authorized Work on the Project, and shall incorporate into those final Construction Documents the comments and any modifications or changes desired by Owner, and any modifications required for compliance with applicable codes, regulations or standards. The resulting final Construction Documents shall be a complete, fully coordinated, integrated package, suitable for use in the construction of the Project, without significant addenda or further clarifications required. All submittals shall be made in accordance with the schedule made pursuant to Section 5.1.5 of this Design and Construction Contract.
- 5.3.1.5. ESCO shall file all documents required for the approval of governmental authorities having jurisdiction over the Project and shall obtain all necessary permits. In the event that Owner files any permits, ESCO shall assist Owner as Owner deems necessary.
- 5.3.2. All specified items shall be standard, cataloged, manufactured items or "off the shelf" items. No custom items are to be designed or specified without prior written authorization of Owner. No proprietary or "sole source" items shall be specified. Brand name products may be specified so long as "or approved equal" is included with their specification.
- 5.3.3. Recycled products shall be used where they are economically feasible. ESCO shall give preference to materials and supplies manufactured from recycled materials under the following conditions:
 - The recycled product is available;
 - The recycled product meets applicable standards;
 - The recycled product can be substituted for a comparable non-recycled product; and
 - Recycled product costs do not exceed the costs of non-recycled products by more than five percent.
- 5.4. Construction Administration Services
 - 5.4.1. GENERAL OFFICE CONSTRUCTION ADMINISTRATION. ESCO shall process submittals, including without limitation, the receipt, review and disposition of shop drawings, product data, and samples. ESCO shall transmit any such submittals to Owner, as required and shall maintain a master file of submittal communications. ESCO shall keep a submittal log on a spreadsheet program and send a copy to Owner on a weekly basis.
 - 5.4.2. INSPECTION COORDINATION. ESCO shall provide all necessary services relating to independent inspection and testing required by applicable regulatory agencies, or relating to other inspection, testing and commissioning of the systems and equipment installed on the Project site as part of the Work, including but not limited to the following: administration and coordination of field testing as required by the Contract Documents; establishing the scope, standards, procedures and frequency of testing and inspections required to complete the Work; arranging for testing and inspections; notifying inspection and testing agencies of status of any portion of the Work requiring testing and inspection; evaluating compliance by testing and inspection agencies with required scope, standards, procedures and frequency; review of reports on inspections and tests; notifying Owner of any observed deficiencies in the Work; and, providing copies of all reports on inspections

- and tests, as well as copies of all correspondence from the testing and inspection agencies, to Owner.
- 5.4.3. SUPPLEMENTAL DOCUMENTS. ESCO shall prepare, reproduce and distribute supplemental drawings, Plans and Specifications and shall issue interpretations in response to requests for clarification by Owner's Project Manager, or subcontractors or as required by construction exigencies. ESCO shall be responsible for notifying the appropriate parties of Owner's instructions and of changed requirements and schedule revisions.
 - 5.4.4. CHANGE REQUESTS/CHANGE ORDERS, requested or approved by Owner: ESCO shall prepare, reproduce and distribute drawings, Plans and Specifications to describe Work to be added, deleted or modified; review proposals from subcontractor(s) for reasonableness of quantities and costs of labor and materials; review and recommend changes in time for substantial completion; assist in preparation of Owner approved modifications to the GMP; coordinate communications, approvals and notifications. ESCO shall keep a log of all change requests on a spreadsheet program and copy Owner bi-weekly.
 - 5.4.5. PAYMENT REVIEW. ESCO shall evaluate and certify applications for payment and shall maintain detailed records supporting approved applications for payment.
 - 5.4.6. PROJECT CLOSEOUT. ESCO shall verify that work is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended. ESCO shall coordinate a detailed inspection with Owner's representative to ensure that the Work conforms to the Contract Documents; to verify the list submitted by the subcontractor(s) of items to be completed or corrected; to determine the amounts to be withheld until final completion; to issue Certificates of Substantial Completion; to perform inspection(s) upon notice by the sub-contractor(s) that the Work is ready for final inspection and acceptance; to notify Owner and subcontractor(s) of deficiencies found in follow-up inspection(s), if any; to perform final inspection with Owner's representative to verify final completion of the Work; receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying Owner against liens; and issuance of Final Certificate(s) for Payment.
 - 5.4.7. RECORD DRAWINGS services consisting of: Preparation of record drawings in electronic format based on information furnished by the subcontractors including significant changes in the work made during construction including modifying the floor plan layouts including partitions, furniture and equipment; transmittal of record drawings and general data, appropriately identified, to Owner and others as directed.
 - 5.4.8. WARRANTY REVIEW: Prior to the expiration of the warranties of any subcontractors and manufacturers, ESCO and Owner's representative shall perform a warranty review, documenting defects or deficiencies in installation, materials, systems and equipment and preparing instructions to the sub-contractors and manufacturers for correction of noted defects. The ESCO shall then follow through to ensure that each defect or deficiency is appropriately addressed and verify that an appropriate remedy has been accomplished. ESCO shall copy Owner on the correspondence related to these warranty issues.
- 5.5. Construction Services/Construction Management Services.
 - 5.5.1. ESCO shall have complete control over and charge of and shall be responsible for construction means, methods, techniques, sequences or procedures, and for safety precautions and programs in connection with the Work on the Project, so that, upon completion of the Work, the Project shall be structurally sound and shall be a complete, fully-functioning facility suitable for the purposes for which it is intended. These roles are solely ESCO's responsibility under this Design and Construction Contract. ESCO shall be fully

responsible for maintaining construction schedules and for any failure to carry out the Work in accordance with the Contract Documents. ESCO shall be deemed to have complete control over or charge of acts or omissions of all ESCO employees, agents, design professionals, and construction managers, as well as subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

- 5.5.2. ESCO's responsibility to provide the Work under this Design and Construction Contract commences with the execution of this Design and Construction Contract and terminates upon ESCO's satisfaction of all obligations set forth in this Design and Construction Contract including those enumerated at Section K of the General Conditions.
- 5.5.3. ESCO shall provide, supervise and administer all Construction Work as set forth in this Design and Construction Contract and in the General Conditions unless otherwise provided in this Design and Construction Contract.
- 5.5.4. ESCO's duties, responsibilities and limitations of authority shall not be modified or extended without the express written agreement of the Parties and any required Owner approvals.
- 5.5.5. Except as may otherwise be provided in the Contract Documents or when direct communications have otherwise been specifically authorized, Owner shall conduct all communications concerning the Work through the EPM.
- 5.5.6. Subject to the right to suspend and terminate as provided in Section J of the General Conditions, in no event shall the existence of any claim, dispute or question constitute a justification for either party to suspend or terminate the progress of the Work, and both parties, in such event, shall continue to prosecute the Work and perform under this Design and Construction Contract diligently, and shall resolve the claim, dispute or question by agreement, mediation or other means.
- 5.5.7. At its own expense, ESCO shall correct Construction Work which does not conform to the Construction Documents.
- 5.5.8. ESCO warrants to Owner that materials and equipment incorporated in the Construction Work shall be new unless otherwise specified, and that the Construction Work shall be of good quality, free from faults and defects, and in conformance with the Contract Documents.
- 5.5.9. ESCO shall pay all sales, consumer, use and similar taxes and shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Construction Work which are either customarily secured or are legally required. Owner shall compensate ESCO for the actual cost of approved changes in the Construction Work including the cost of permits, licenses, inspections or governmental fees and tariffs incurred by ESCO as a direct result of this Project; provided, however, ESCO shall pay all costs of this Project that result from errors or defects in the design of the Project or in the Construction Work.
- 5.5.10. ESCO shall give notices and comply with all laws, ordinances, rules, regulations and lawful orders of public authorities relating to the Project, including but not limited to compliance with energy conservation design measures required under ORS 276.900 to 276.915 and rules adopted pursuant to those statutes.
- 5.5.11. ESCO shall be responsible to Owner for the completion of the Construction Work in accordance with this Design and Construction Contract.
- 5.5.12. ESCO shall keep the premises free from accumulation of waste materials or rubbish caused by ESCO's operations. At the completion of the Construction Work, ESCO shall remove from and about the Project all of ESCO's tools, construction equipment, machinery, surplus materials, waste materials and rubbish.

- 5.5.13. ESCO shall prepare Change Orders for Owner's approval and execution and shall have authority to make minor changes in the design of the Project and Construction Work consistent with the intent of the Project, not involving an adjustment in the contract sum or an extension of the contract time. ESCO shall promptly inform Owner, in writing, of all minor changes in the design of the Project and the Construction Work.
 - 5.5.14. ESCO shall notify Owner when the Construction Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the date of Substantial Completion; state the responsibility for each party for security, maintenance, heat, utilities, and damage to the Construction Work; include a list of items to be completed or corrected; and fix the time within which ESCO shall complete items listed
 - 5.5.15. ESCO shall maintain in good order at the site one true and correct record copy of the drawings, Plans, Specifications, product data, samples, shop drawings, Change Orders, and other modifications, marked currently to record changes made during construction. ESCO shall deliver in-progress construction drawings and Plans to Owner upon completion of the design and construction of the Project, and prior to final payment. The record copy shall be based solely on information obtained by ESCO.
 - 5.5.16. For this Project, the provisions of ORS 279C.800 to 279C.870, relative to prevailing wage rates, shall apply, and ESCO and all subcontractors shall comply with the foregoing requirements and the related requirements as provided in Section C of the General Conditions, including but not limited to the requirement to pay workers at not less than the specified minimum hourly rate of wage. A copy of the Oregon Bureau of Labor and Industries (BOLI) current prevailing wage rate publication applicable to this Project is appended to this Contract as Exhibit 4A and is incorporated herein by this reference. The ESCO's signature on this Design and Construction Contract constitutes a certification that ESCO agrees to be bound by such rates and the foregoing requirements for this Project, and that ESCO agrees to the attachment of a copy of the applicable BOLI publication. (A copy of the then applicable BOLI prevailing wage rates was referenced in the RFP and incorporated into the RFP, together with the BOLI web address where they were available. However, Owner reserves the right to require that the applicable BOLI wage rates current at the time this Design and Construction Contract is executed be attached to, or incorporated into, and apply to this Design and Construction Contract).
 - 5.5.17. Pursuant to ORS 279C.825, the PWR fee shall be paid by Owner according to the administrative rules of the Commissioner of BOLI.
- 5.6. Protection of Persons and Property.
- 5.6.1. ESCO shall be fully responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work.
 - 5.6.2. ESCO shall take reasonable precautions to ensure the safety of and shall provide reasonable protection to prevent damage, injury or loss to: 1) employees of Owner present on the Work site, employees of ESCO, and other persons who may be affected; 2) the Work and materials and equipment to be incorporated therein; and 3) other property at, or adjacent to the Work site.
 - 5.6.3. ESCO shall be liable for damage or loss to property at the site caused by the negligence of ESCO, or anyone directly or indirectly employed by ESCO, or by anyone for whose acts it may be liable, except to the extent that damage or loss is attributable to the acts or omissions of Owner. This subparagraph shall in no way affect the applicability or coverage of the insurance required in Section G of the General Conditions.

5.7. Additional Services. All other services requested by Owner and mutually agreed to in writing by Owner and ESCO, including, among others, changes in the Work exceeding that described in Section 5 of this Design and Construction Contract, shall constitute additional services and shall be paid by Owner as provided in the written agreement applicable thereto.

6. RELATIONSHIP BETWEEN AND ROLES OF THE PARTIES

6.1. Owner Responsibilities.

6.1.1. Owner shall designate a representative authorized to act on Owner's behalf with respect to the Project. Owner or such authorized representative shall examine documents submitted by ESCO and shall promptly render decisions pertain thereto to avoid delay in the orderly progress of the Work. Owner shall render approval of formal submittals on the Schedule of Performance within ten (10) calendar days after receipt of submittals from ESCO.

6.1.2. If Owner observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the design documents or Construction Documents, Owner shall give prompt written notice thereof to ESCO.

6.1.3. Owner shall furnish required information and services and shall promptly render decisions pertaining thereto to avoid delay in the orderly progress of the design and construction.

6.1.4. No approval or acceptance of Construction Documents or changes herein given by or on behalf of Owner shall establish any warranty or representation on the part of Owner that such Construction Documents or changes are technically sound, complete or correct.

6.1.5. Owner shall communicate with the design professionals only through ESCO's Representative except in matters of public safety.

6.2. Independent Contractor. ESCO is an independent contractor and not an officer, employee, or agent of Owner as those terms are used in ORS 30.265.

6.3. ESCO's Key Personnel. ESCO's project staff shall consist of the following personnel. ESCO's personnel identified herein shall be considered unique, key personnel, and shall not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld.

6.3.1. **Ron Haxton** shall be ESCO's Principal-in-Charge.

6.3.2. **Todd Gadawski** shall be the EPM and shall participate in all meetings throughout the Project term.

6.3.3. The design professional identified in Section 4.5 of Division 1 of the Contract, namely **Jianpeng Yang**, shall be ESCO's design professional that shall provide all design services or design services oversight provided for in this Design and Construction Contract.

6.3.4. **Todd Gadawski** shall be ESCO's on-site job superintendent for the Construction Work throughout the Project.

6.4. Design Builder's Consultants/Subcontractors. ESCO shall be assisted by the consultants and/ or subcontractors set forth in Exhibit 5A hereto. The Parties acknowledge and agree that the consultants have been reviewed and approved by Owner, prior to the execution of this Design and Construction Contract.

6.5. Replacement of ESCO's Project Team. If ESCO intends to substitute key personnel, consultants, or subcontractors, a request must be given to Owner at least 10 days prior to the intended time of substitution. When Owner has approved replacements, ESCO shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the

Project concurrently, if feasible. Once a replacement for any key personnel, consultants or sub-contractors is authorized, further replacement shall not occur without the written permission of Owner.

7. PAYMENT OF COMPENSATION

Owner shall make payments to ESCO for those portions of the Contract Price (as defined in Section 9 herein) pertaining to the Construction Work in the manner set forth at Section E "Payments" of the General Conditions. Owner shall compensate ESCO for design, engineering and all other contracted Work pursuant to the terms of Section 9 herein.

8. TERMINATION

8.1. Parties' Right to Terminate by Mutual Agreement. This Design and Construction Contract may be terminated by written agreement of the Parties.

8.2. Owner's Right to Terminate for Convenience. Owner may, in its sole discretion, terminate this Design and Construction Contract by written notice to ESCO specifying the date of termination. If Owner, during Phase II terminates this Design and Construction Contract for convenience by providing 15 days advance written notice thereof to ESCO, Owner shall pay to ESCO that sum equal to the percentage of the Work that is completed and accepted by Owner.

8.3. Owner's Right to Terminate for Cause. Owner may terminate this Design and Construction Contract, in whole or in part, immediately upon notice to ESCO, or such later date as Owner may establish in such notice, upon the occurrence of any of the following events:

8.3.1. Owner fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for ESCO's services;

8.3.2. Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited or Owner is prohibited from paying for such services from the planned funding source;

8.3.3. ESCO no longer holds a license or certificate that is required to perform the services;

8.3.4. ESCO commits any material breach or default of any covenant, warranty, obligation or agreement under this Design and Construction Contract, fails to perform the work under this Design and Construction Contract within the time specified herein or any extension thereof, or so fails to perform as to endanger ESCO's performance under this Design and Construction Contract in accordance with its terms, and such breach, default or failure is not cured within 10 calendar days after delivery of Owner's notice, or such longer period of cure as Owner may specify in such notice.

8.4. Cessation of Work. Upon receiving a notice of termination, and except as otherwise directed in writing by Owner, ESCO shall immediately cease all activities related to this Design and Construction Contract.

8.5. ESCO's Right to Terminate for Cause.

8.5.1. ESCO may terminate this Design and Construction Contract if Owner fails to pay ESCO pursuant to the terms of this Design and Construction Contract, provided that Owner does not cure its failure to make payment to ESCO within 15 calendar days after receiving written notice from ESCO of such failure to make payment.

8.5.2. ESCO may terminate this Design and Construction Contract, for reasons other than non-payment, if Owner commits any other material breach or default of this Contract, and fails

to cure such breach or default within 30 calendar days after delivery of ESCO's notice, or such longer period as ESCO may specify in such notice.

9. CONTRACT PRICE

The "Contract Price" is the maximum, not-to-exceed, total amount payable under this Design and Construction Contract unless it is increased or decreased by the price of approved change orders, is \$911,997, as established by ESCO as part of the Project Development Plan. The execution of this Design and Construction Contract signifies the acceptance of the Contract Price by Owner. The Contract Price is composed of the following component parts:

9.1. Guaranteed Maximum Price For Construction Work. ESCO agrees that the portion of the Contract Price attributable to the Construction Work shall not exceed \$911,997, that amount having been proposed by ESCO as part of the Project Development Plan. The Guaranteed Maximum Price for Construction Work is composed of the following parts and/or includes the following parts:

9.1.1. Cost of the Work. The Guaranteed Maximum Price For Construction Work includes the Cost of the Work, more particularly described in Section 11 herein. The Cost of Work is \$595,949.

9.1.2. Bonding. The Guaranteed Maximum Price For Construction Work includes Bonding in the amount of \$11,919.

9.1.3. Not to Exceed Contingency. The Guaranteed Maximum Price For Construction Work includes a contingency amount of \$29,797 which is available for ESCO's exclusive use for costs that are incurred in performing the Construction Work that are not included in a specific line item of the Cost of the Work, or the basis for a Change Order under the Contract Documents (the "Contingency"). By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, unforeseen conditions, acceleration, costs in correcting damaged Work that are not covered by insurance, or Subcontractor defaults. The Contingency is not available to Owner for any reason, including changes in scope or any other item, which would enable ESCO to increase the GMP under the Contract Documents. ESCO shall provide Owner with notice of all anticipated charges against the Contingency; Owner will notify ESCO, within ten (10) days of Owner's receipt of ESCO's notice of anticipated charges against the Contingency, of any objection of Owner to any ESCO-proposed charges against the Contingency.

9.1.4. GMP Savings. In the event that the actual and final Cost of the Work plus the Contingency is less than the GMP as amended, the difference shall accrue to Owner.

9.1.5. Tariffs. Ameresco is not responsible for additional costs related to the impact of tariffs that are levied after the date of execution of this Agreement. If a tariff is established that impacts the cost of equipment purchased, Ameresco may request a change order to recover the additional cost of the tariff.

9.1.6. RESERVED

9.2. Design Services Fee. This fee shall be a firm fixed price of \$59,595 (\$59,595 for Mechanical, Water and General, and \$0 for Lighting) to provide those services defined in Sections 5.3 and 5.4 of this Design and Construction Contract. A portion of this amount is payable with each application for payment during the design phase, as a percentage of the completed design services.

9.3. Systems Start-up and Commissioning Fee shall be a firm fixed price of \$11,919, to provide those services as agreed upon by ESCO and Owner, based on the Proposal presented by ESCO in the Project

Development Plan. A portion of this amount is payable with each application for payment, as a percentage of the completed systems start-up and commissioning services/work.

- 9.4. Training of Owner's Operations & Maintenance Personnel Fee. This fee shall be a firm fixed price of \$2,980 to provide those services as agreed upon by ESCO and Owner, based on the proposal presented by ESCO in the Project Development Plan. A portion of this amount is payable with each application for payment, as a percentage of the completed training services/work.
- 9.5. Measurement and Verification ("M & V") Services Fee. This fee shall be \$3,013, to be paid upon completion and delivery of the M & V annual report. The annual report shall be based on the prior 12 months beginning with the M & V Commencement Date (as defined in Exhibit 6A). The annual report is due within 60 days after the end of each M&V period. The M & V services shall run parallel with the energy savings guarantee contract provisions (the "Savings Contract") (See Section 9.6 below) and shall terminate when the Savings Contract terminates. Should the M & V services be terminated by Owner, the Savings Contract shall also be terminated.
- 9.6. Energy Savings Guarantee Contract Fee. This fee shall be \$0, to be paid upon completion and delivery of the M & V annual report. The Savings Contract terms and provisions shall be as provided in Exhibit 6A (which is attached hereto and incorporated by this reference). Notwithstanding any term or provision to the contrary in Exhibit 6A, any of the referenced Schedules, or this Design and Construction Contract, the terms of this Section 9.6 shall be controlling for the Savings Contract and ESCO and Owner hereby specifically agree that: (1) The Savings Term (or Energy Savings Term) shall be One (1) Year, beginning on the Notice of Commencement of Energy Savings, defined as the date contracting Agency issues its Notice of Commencement of Energy Savings. (2) Exhibit 6A may contain provisions regarding potential changes to increase savings. Notwithstanding any such provisions to the contrary, any such changes must be made during the eighteen (18) months immediately following the Notice of Commencement of Energy Savings, may be made only with the consent of Owner, and shall be made at sole expense of ESCO unless agreed otherwise in Owner's sole discretion.
 - 9.6.1. If at the end of each twelve (12) month period the guaranteed savings have not been achieved, ESCO shall pay to Owner the difference between the actual amount saved and the guaranteed amount, upon receipt of Owner's written request for payment. Owner also has the option of withholding payments otherwise due ESCO (if any) in the amount of the difference between the actual amount saved and the guaranteed amount.
 - 9.6.2. The Savings Contract term shall commence on the date ESCO issues its Notice of Commencement of Energy Savings for Phase II and shall be one (1) year, unless extended for additional consecutive years up to the project financing term or sooner terminated by Owner before that time. The Owner may terminate the Savings Contract at any time. If cancellation occurs, Owner is responsible for payment to ESCO for the work completed.
- 9.7. ESCO's Overhead and Profit. ESCO's fee shall be included as a firm fixed fee of \$107,271, which is **18%** of the Cost of the Work (as that term is defined in Section 11 herein).
- 9.8. Construction Management. Project Management, Construction Management, and Construction Administration Services shall be a firm fixed fee of \$59,595, which is **10%** of the Cost of Work.
- 9.9. Audit and Development Fee. The Contract Price includes the Audit and Development Fee, which is \$29,960 (Amount contracted in Phase I applied to Phase II at Customer's request).

10. CHANGES IN THE WORK. Adjustments to the GMP required by changes in the Work beyond the stated scope may be determined by any of the methods listed in Section D of the General Conditions, except that the overhead and profit markup for ESCO shall be limited to the Overhead and Profit percentage as noted in Section 9.7 of this Design and Construction Contract and the other firm fixed fees at the same percentage of the Cost of Work as the original scope.
11. COST OF THE WORK. (Covered in the GMP, to be reimbursed) The term "Cost of the Work" shall mean costs necessarily incurred by ESCO in the proper performance of the Construction Work; provided, however, the Cost of the Work shall include only the items specifically identified in this Section 11 and must be directly related to the construction of the Project.
- 11.1. Labor Costs.
- 11.1.1. Wages of construction workers directly employed by ESCO to perform the Construction Work at the site.
- 11.1.2. Wages and salaries of ESCO's supervisory and administrative personnel stationed at the site, and for such personnel off the site when specifically related to the Project and with Owner's agreement after review of any information and Documents required by Owner.
- 11.1.3. Wages and salaries of ESCO's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time directly required for the Construction Work.
- 11.1.4. Fringe benefit costs paid or incurred by ESCO for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 11.1 through 11.3 of this Design and Construction Contract.
- 11.2. Subcontract Costs.
- 11.2.1. Payments made by ESCO to Subcontractors in accordance with the requirements of the subcontracts toward completion of the Construction Work.
- 11.2.2. Costs, including transportation, of materials and equipment incorporated or to be incorporated into the completed Construction Work.
- 11.2.3. Costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by ESCO. Any sale shall be commercially reasonable and ESCO shall provide an accounting for such a sale within 15 days of the transaction. Net amounts realized if any, from such sales shall be credited to Owner as a deduction from the Cost of the Work
- 11.3. Costs of Other Materials and Equipment, and Related Items.
- 11.3.1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by ESCO at the site and fully consumed in the performance of the Construction Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by ESCO. Cost for items previously used by ESCO shall mean fair market value.
- 11.3.2. Rental charges for temporary facilities, machinery, and equipment and hand tools not customarily owned by the construction workers, which are provided by ESCO at the site,

whether rented from ESCO or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed acquisition costs, and for individual items exceeding \$10,000, shall be subject to Owner's prior approval.

11.3.3. Costs of removal of debris from the site.

11.3.4. Cost of telegrams and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office, which are solely for the benefit of the Construction Work.

11.3.5. That portion of the reasonable travel and subsistence expenses of ESCO's personnel, at Owner approved rates, but not in excess of the rates allowed State Employees, incurred while traveling in discharge of duties connected with the Construction Work. Main office staff travel shall not be reimbursed unless approved in advance by Owner.

11.4. Miscellaneous Costs.

11.4.1. That portion of premiums for insurance directly attributable to this Design and Construction Contract, including deductible for builders all/risk insurance (but excluding premiums for comprehensive/commercial general liability, automobile liability, professional liability/errors & omissions, and worker's compensation coverage), and payment and performance bonds as required by Section G of the General Conditions (but excluding premiums for Subcontractor bonds unless authorized by Owner), Section 9.3 of Division 1 of the Contract, and Section 9.1.5 this Design and Construction Contract.

11.4.2. Sales, use or similar excise taxes imposed by a governmental authority which are directly related to the Construction Work and for which ESCO is liable.

11.4.3. Fees and assessments for the building permit and for other permits, licenses and inspections for which ESCO is required by the Contract Documents to pay.

11.4.4. Direct costs associated with ESCO's job site safety program.

11.4.5. ESCO deposits lost for causes other than ESCO's fault or negligence.

11.5. Other Costs.

11.5.1. Costs of drawings, Plans, Specifications and other Documents required to complete the Construction Work, except as provided by Owner.

11.5.2. Other costs incurred in the performance of the Construction Work if and to the extent approved in advance in writing by Owner.

11.6. Repairs to Damaged, Defective or Nonconforming Construction Work. The Cost of the Work shall also include costs, which are incurred by ESCO in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

12. COSTS INCLUDED IN OVERHEAD AND PROFIT (Not to be reimbursed). The Overhead and Profit shall include all costs that are not directly attributable to the Construction Work as defined in Section 11 of this Design and Construction Contract. Generally, the Overhead and Profit shall include the following:

12.1. Salaries and other compensation of ESCO's personnel stationed at ESCO's principal office or offices other than the site office except as otherwise allowed under the Contract.

12.2. Expenses of ESCO's principal office and offices other than the site office.

12.3. Any overhead and general expenses, except as may be expressly included in Section 11 of this Design and Construction Contract.

- 12.4. ESCO's capital expenses, including interest on ESCO's capital employed for the Construction Work.
 - 12.5. Any cost associated with the Project not specifically and expressly described in Section 11 of this Design and Construction Contract.
 - 12.6. Costs due to the fault or negligence of ESCO, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming Construction Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Construction Work.
 - 12.7. Any costs which would exceed the GMP.
13. DISCOUNTS, REBATES AND REFUNDS
- 13.1. Discounts, Rebates and Refunds. Cash discounts obtained on payments made by ESCO shall accrue to Owner. Trade discounts, rebates, refunds and net amounts received from sales of surplus materials and equipment shall accrue to Owner, and ESCO shall use its best efforts to obtain such discounts, refunds and net amounts.
 - 13.2. Amounts Credited to Owner. Amounts, which accrue to Owner in accordance with the provisions of Section 13.1 of this Design and Construction Contract, shall be credited to Owner as a deduction from the Cost of the Work.
14. ESCO'S OBLIGATIONS UNDER SUBCONTRACTS.
- 14.1. No use of a subcontractor shall relieve ESCO of any of its obligations or liabilities under this Design and Construction Contract. ESCO shall be fully responsible and liable for the acts or omissions of all subcontractors and suppliers including persons directly or indirectly employed by them. ESCO shall have sole responsibility for managing and coordinating the operations of its subcontractors and suppliers, including the settlement of disputes with or between ESCO and any such subcontractor.
 - 14.2. ESCO shall include in each subcontract and require each subcontractor to include in any lower tier subcontract, any provisions necessary to make all of the provisions of the General Conditions fully effective as applied to subcontractors. The ESCO shall provide all necessary Plans, Specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.
15. SUBCONTRACTOR SELECTION.
- 15.1. The selection of all subcontractors shall be the sole responsibility of ESCO.
 - 15.2. RESERVED
16. MISCELLANEOUS LABOR.
- 16.1. ESCO may provide normal layout, clean up, and other "pick-up" work required to complete the Project with its own forces, without the necessity of subcontracting.
 - 16.2. If ESCO desires to perform any other Construction Work through third-party subcontractors or other entities, that Construction Work shall be bid according to the provisions of Section 16 of this Design and Construction Contract.

17. ACCOUNTING; AUDIT ACCESS. ESCO shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Design and Construction Contract; the accounting and control systems shall be satisfactory to Owner. Owner and Owner's representatives, including the Oregon Secretary of State accountants and auditors, shall be afforded reasonable and regular access to ESCO's records, books, correspondence, instructions, drawings, Plans, Specifications, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and ESCO shall preserve these for a period of three years after final payment, or for such longer period as may be required by law. Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. Owner intends to conduct a final audit of reimbursable costs prior to the Agreement closeout. The ESCO shall cooperate fully with Owner in the performance of such audits.
18. CONTRACT TIME
- 18.1. Commencement of Work. The Work shall commence on the date ESCO receives Owner's Notice to Proceed, unless the parties mutually agree otherwise in writing. Owner's Notice to Proceed shall be issued on or after the effective date of this Design and Construction Contract.
- 18.2. Substantial Completion. Substantial Completion for the entire Construction Work shall be achieved no later than **12/31/2025** ("Scheduled Substantial Completion Date"), subject to adjustment as set forth in the Contract Documents.
- 18.3. Acceptance of Work. A prerequisite to Owner's acceptance is that ESCO must first warrant, by written notice to Owner's authorized representative, that ESCO has substantially completed the Statement of Work as follows: Phase II, The Energy Related and Non-Energy related items are substantially complete, commissioning has been performed, and the EEMs are producing savings equal to or greater than the Guaranteed Savings.
- 18.4. Final Completion of the Construction Work. Final Completion of the Construction Work, or identified portions of the Construction Work, shall be achieved as expeditiously as practicable. All of the dates set forth in this Section 18 shall be subject to adjustment in accordance with the General Conditions.
- 18.5. Project Schedule and Work Time Limitations. ESCO shall comply with the "Project Schedule" and "Work Time Limitations" for the Project negotiated by Owner and ESCO as provided in Sections 3.4 and 3.5 of Division 1 of the Contract. Changes, if any, to the Project Schedule and Work Time Limitations, including changes for the Work under this Design and Construction Contract, must be agreed to in writing by Owner and ESCO.
19. LIQUIDATED DAMAGES FOR DELAY. ESCO understands that if it does not attain Substantial Completion by the Scheduled Substantial Completion Date, Owner will suffer damages, which are difficult to determine and accurately specify. ESCO agrees that if it does not attain Substantial Completion by the Scheduled Substantial Completion Date, ESCO shall pay to Owner **\$100 PER DAY** as liquidated damages for each subsequent day until ESCO attains Substantial Completion. The liquidated damages provided herein shall be in lieu of a claim for consequential damages incurred by Owner as a result of delay in achieving Substantial Completion.
20. STANDARD OF CARE; DRAWINGS, PLANS & SPECIFICATIONS. ESCO hereby represents and warrants that all drawings, Plans, Specifications, and other Documents prepared pursuant to this Design and Construction Contract shall be completed in a manner consistent with the highest professional standard of care, and shall

function for the purposes intended, and that the Project, if constructed in accordance with such drawings, Plans, Specifications, and other Documents, shall be structurally sound and a complete and properly functioning and suitable for the purposes for which it is intended.

21. CORRECTION OF DRAWINGS, PLANS & SPECIFICATIONS. ESCO shall be responsible for correcting any inconsistencies, errors or omissions in the drawings, Plans, Specifications, and other documents. ESCO shall correct, at no additional cost to Owner, any and all inconsistencies, errors and omissions in the drawings, Plans and Specifications.
22. FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS. Owner reasonably believes that sufficient funds are anticipated to pay all amounts due hereunder and hereby covenants and agrees that it will use its best efforts to obtain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in the budget submitted for the purpose of obtaining funds and using its best efforts to have such budget approved. It is Owner's intention to make all payments due hereunder if funds are legally available for this Project and in that regard Owner represents and warrants to ESCO that this Design and Construction Contract is important to Owner's efficient and economic operation. If, despite the above, Owner is not allotted sufficient funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funds source lawfully available to it for such purposes to continue the Project and make payments hereunder, Owner may terminate this Agreement, by notice to ESCO, without penalty, effective at the end of the current fiscal period for which funds have been allocated and if not so terminated Owner will remain fully obligated for all amounts owing hereunder. Such termination shall not constitute an event of default under any other provision of the Design and Construction Contract, but Owner shall be obligated to pay all charges incurred through the end of such fiscal period. Owner shall give ESCO notice of such non-availability of funds within thirty (30) days after it received notice of such non-availability.
23. MISCELLANEOUS.
 - 23.1. Governing Law; Jurisdiction; Venue. This Design and Construction Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Owner and ESCO that arises from or relates to this Design and Construction Contract shall be brought and conducted solely and exclusively within the Circuit Court of Douglas County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, the it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon located in Douglas County. In no event shall this Subsection be construed as a waiver by the State of Oregon of any form of defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution or otherwise. ESCO, BY EXECUTION OF THIS DESIGN AND CONSTRUCTION CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
 - 23.2. Foreign Contractor. If ESCO is not domiciled in or registered to do business in the State of Oregon, ESCO shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Design and Construction Contract. ESCO shall demonstrate its legal capacity to perform the work under this Design and Construction Contract in the State of Oregon prior to entering into this Design and Construction Contract.

- 23.3. Notices. Except as otherwise expressly provided in this Design and Construction Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ESCO or Owner at the addresses or numbers as either party may hereafter indicate pursuant to this Section. Any notice so addressed and mailed shall be deemed to be given five (5) calendar days after the date of mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Owner, such facsimile transmission must be confirmed by telephone notice to Owner's Representative for the Project. Any notice by personal delivery shall be deemed to be given when actually delivered.
- 23.4. Disclosure of Tax Identification Number. ESCO must provide its federal tax ID number to Owner. This number is required pursuant to ORS 305.385. The Tax Identification Number provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
- 23.5. Compliance with Applicable Law. ESCO agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Services to be provided under this Design and Construction Contract. ESCO specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. ESCO also shall comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of ESCO to comply with any or all such laws, ordinances, rules, and regulations shall not relieve ESCO of these obligations nor of the requirements of this Design and Construction Contract. ESCO further agrees to make payments promptly when due, to all persons supplying to such ESCO labor or materials for the performance of the Services to be provided under this Design and Construction Contract; pay all contributions or amounts due the Industrial Accident Fund from such ESCO incurred in the performance of this Design and Construction Contract; not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If ESCO fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim. Any payment of a claim in the manner authorized in this Section shall not relieve ESCO from obligation with respect to any unpaid claims.

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Oregon Building Codes require all new construction to be totally accessible to people with physical limitations. Owner expects that all spaces in designs for new facilities and in remodel projects shall be accessible to people with physical limitations.

- 23.6. Tax Compliance Certification. By signature on this Design and Construction Contract, the undersigned hereby swears or affirms under penalty of perjury that the undersigned is authorized to act on behalf of ESCO and has authority and knowledge regarding the payment of taxes, and that ESCO is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4), namely any state tax imposed by ORS chapters 118, 314, 316, 317, 318, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

- 23.7. Severability. If any term or provision of this Design and Construction Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Design and Construction Contract did not contain the particular term or provision held to be invalid.
- 23.8. Waiver. The failure of Owner to enforce any provision of this Design and Construction Contract shall not constitute a waiver by Owner of that provision or any other provision.
- 23.9. Media Contacts; Confidentiality. ESCO shall provide no news release, press release, or any other statement to a member of the news media regarding this Project, without Owner's prior written authorization. Furthermore, except in the case where Owner specifically authorizes disclosure of Owner's confidential information in writing, ESCO shall maintain the confidentiality of Owner's information pertaining to the Project, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent ESCO from establishing a claim or defense in an adjudicatory proceeding. ESCO shall require of its subcontractors similar agreements to maintain the confidentiality of Owner's information.
- 23.10. Conflict of Interest. Except with Owner's prior written consent, ESCO shall not engage in any activity, or accept any employment, interest or contribution that would, or would reasonably appear, to compromise ESCO's professional judgment with respect to this Project, including, without limitation, concurrent employment on any project in direct competition with the Project.

THIS DESIGN AND CONSTRUCTION CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER ADDRESSED HEREIN. THE TERMS OF THIS DESIGN AND CONSTRUCTION CONTRACT CAN NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE PARTIES AND CONTAINING ALL REQUIRED OWNER APPROVALS. ANY SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS DESIGN AND CONSTRUCTION CONTRACT EXCEPT AS CONTAINED, INCORPORATED OR REFERENCED HEREIN. ESCO, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS DESIGN AND CONSTRUCTION CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS DESIGN AND CONSTRUCTION CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL BE AN ORIGINAL, AND ALL OF WHICH SHALL CONSTITUTE THE SAME INSTRUMENT.

IN WITNESS WHEREOF, and intending to be legally bound, the authorized representatives of the parties hereto subscribe their names.

ESCO:	_____	OWNER:	_____
	Signature		Signature
By	Ron Haxton	By	James V. Baird
Title	Vice President, Northwest Region	Title	General Manager
Date	_____	Date	_____
Federal I.D. #:	04-3512838		_____

TABLE OF EXHIBITS TO THE DESIGN AND CONSTRUCTION CONTRACT

Exhibit 1A	<u>State of Oregon Standard General Conditions (January 1, 2012)</u>
Exhibit 2A	<u>Phase II, Supplemental General Conditions</u>
Exhibit 3A	<u>Performance and Payment Bond(s)</u>
Exhibit 4A	<u>Prevailing Wage Rate Schedules</u>
Exhibit 5A	<u>Consultants/Sub-contractors List</u>
Exhibit 6A	<u>Savings Contract Provisions</u>

**ENERGY SAVINGS PERFORMANCE CONTRACT
EXHIBIT 1A
STATE OF OREGON GENERAL CONDITIONS**

<https://www.oregon.gov/das/Procurement/Guiddoc/GenCon4Pl.pdf>

January 1, 2012 Edition

**ENERGY SAVINGS PERFORMANCE CONTRACT
EXHIBIT 2A
SUPPLEMENTAL GENERAL CONDITIONS**

None

**ENERGY SAVINGS PERFORMANCE CONTRACT
EXHIBIT 3A
PERFORMANCE AND PAYMENT BONDS**

To be provided upon contract execution.

**ENERGY SAVINGS PERFORMANCE CONTRACT
EXHIBIT 4A
PREVAILING WAGE RATE SCHEDULES**

<https://www.oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx>

**ENERGY SAVINGS PERFORMANCE CONTRACT
EXHIBIT 5A
SUBCONTRACTOR/ SUB-CONSULTANT LIST**

Welburn Electric, Inc.

**ENERGY SAVINGS PERFORMANCE CONTRACT
EXHIBIT 6A
SAVINGS CONTRACT PROVISIONS**

ROGERS ENGINEERING

Structural Engineering • Building Design • Code Consulting • Inspection Services

*558 S.E. Jackson St.
Roseburg, Oregon 97470
Ph: (541) 672-0315
rogerst@rosenet.net*

February 4, 2025

Roseburg Urban Sanitary Authority
Attn: Jim Baird, Manager
1297 NE Grandview Dr.
Roseburg, OR 97470

RE: WRF Vehicle & Equipment Storage Building

Rogers Engineering has reviewed the Application for Payment from H3 General Contractors for January. Construction at the site was observed Monday, February 3, 2025. The project is not accepted as complete as the overhead doors require some additional work. All other work is completed as specified.

The payment request of \$81,070.00 is recommended for processing.

Should you have questions or need additional information, please contact me at your convenience.



Tom Rogers, P.E.

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER
ADVISER EDITION

PAGE ONE OF 3.1

SUBMITTED TO: RUSA (Roseburg Urban Sanitary Authority)
1297 NE Grandview Drive
Roseburg, OR 97470

PROJECT: WRF Vehicle & Equipment Storage
Building

APPLICATION NO: 07
PERIOD TO: 1/15/25
PROJECT NO: 570
ARCH PROJ NO: 23-057
CONTRACT DATE:
APPLICATION DATE: 1/29/25
INVOICE NO: 07

Distribution To:

- OWNER
- ARCHITECT
- CONTRACTOR
- CONSTR. MNGR.
- ENGINEER

SUBMITTED FROM: H3 General Contractors LLC
241 NE Ivan Street
Roseburg, OR 97470

VIA CM:

CONTRACT FOR: General Construction ENGINEER ARCHITECT: Rogers Engineering

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM	\$	<u>771,444.00</u>
NET CHANGE BY CHANGE ORDERS	\$	<u>3,851.00</u>
CONTRACT SUM TO DATE	\$	<u>775,295.00</u>
TOTAL COMPLETED AND STORED TO DATE	\$	<u>775,295.00</u>

RETAINAGE:

5 % OF COMPLETED WORK \$ 38,793.00
 % OF STORED MATERIAL \$ 0.00

TOTAL RETAINAGE	\$	<u>38,793.00</u>
TOTAL EARNED LESS RETAINAGE	\$	<u>736,502.00</u>
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	\$	<u>0.00</u>
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>655,432.00</u>
CURRENT PAYMENT DUE	\$	<u>81,070.00</u>
BALANCE TO FINISH INCLUDING RETAINAGE	\$	<u>38,793.00</u>

(See Attached Pages for Original Contract and Change Order Breakdown.)

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: H3 General Contractors LLC

By: Tony Hansen
Tony Hansen

Date: January 29, 2025

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 81,070.00

(Attach explanation if amount certified differs from the amount applied for. initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: Rogers Engineering
ENGINEER:

By: Tom Rogers

Date: 2/4/25

ORIGINAL CONTRACT PAGE 2.1

PAGE NO: 2.1 OF: 3.1

SUBMITTED FROM: H3 General Contractors LLC
241 NE Ivan Street
Roseburg, OR 97470

PROJECT: WRF Vehicle & Equipment Storage Building

APPLICATION NUMBER: 07

CONTRACTOR'S PROJECT NO: 570

APPLICATION DATE: 1/29/25

CONTRACT FOR: General Construction

ENGINEER'S ~~ARCHITECT'S~~ PROJECT NO: 23-057

PERIOD FROM: 1/1/25 TO: 1/15/25

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
1	Excavation & Fill	50,875.00	50,875.00			50,875.00	100%	0.00	2,544.00
2	Concrete & Rebar	111,708.00	111,708.00			111,708.00	100%	0.00	5,585.00
3	Steel Bollards and Placement	5,919.00	5,919.00			5,919.00	100%	0.00	296.00
4	Rough Carpentry, Trusses,	143,000.00	143,000.00			143,000.00	100%	0.00	7,150.00
5	Finish Carpentry	6,270.00	6,270.00			6,270.00	100%	0.00	314.00
6	Casework	6,600.00	6,600.00			6,600.00	100%	0.00	330.00
7	Building Insulation	20,609.00	20,609.00			20,609.00	100%	0.00	1,030.00
8	Roof Underlayment	1,870.00	1,870.00			1,870.00	100%	0.00	94.00
9	Weather Barriers	1,437.00	1,437.00			1,437.00	100%	0.00	72.00
10	Metal Siding and Roofing	81,788.00	81,788.00			81,788.00	100%	0.00	4,089.00
11	Overhead Doors	76,702.00		76,702.00		76,702.00	100%	0.00	3,835.00
12	Doors, Frames, Hardware	8,440.00	8,440.00			8,440.00	100%	0.00	422.00
13	Drywall and Steel Stud	73,810.00	73,810.00			73,810.00	100%	0.00	3,691.00
14	Rubber Base	869.00	869.00			869.00	100%	0.00	44.00
15	Painting	41,312.00	41,312.00			41,312.00	100%	0.00	2,086.00
16	Signs/Accessories, Fire Ext.	845.00	845.00			845.00	100%	0.00	42.00
17	Plumbing	17,820.00	17,820.00			17,820.00	100%	0.00	891.00
18	HVAC	13,925.00	13,925.00			13,925.00	100%	0.00	703.00
19	Electrical	49,500.00	44,400.00	5,100.00		49,500.00	100%	0.00	2,475.00
20	Temporary Facilities	7,438.00	7,438.00			7,438.00	100%	0.00	372.00
21	Supervision	11,460.00	10,460.00	1,000.00		11,460.00	100%	0.00	573.00
22	General Labor	8,052.00	7,052.00	1,000.00		8,052.00	100%	0.00	403.00
23	Rubbish Removal	8,957.00	8,500.00	457.00		8,957.00	100%	0.00	448.00
24	Building Cleaning	1,078.00		1,078.00		1,078.00	100%	0.00	54.00
25	Builders Risk	2,640.00	2,640.00			2,640.00	100%	0.00	132.00
26	Mobilization	3,300.00	3,300.00			3,300.00	100%	0.00	165.00
27	Bond Cost	15,220.00	15,220.00			15,220.00	100%	0.00	761.00
28									
29									
30									
31									
32									
33									
Contract Page 2.1 Totals		\$771,444.00	\$686,107.00	\$85,337.00	²⁷	\$771,444.00	100%	\$0.00	\$38,601.00

CHANGE ORDERS PAGE 3.1

SUBMITTED FROM: H3 General Contractors LLC
 241 NE Ivan Street
 Roseburg, OR 97470

PROJECT: WRF Vehicle & Equipment Storage Building

PAGE NO: 3.1 OF: 3.1

APPLICATION NUMBER: 07

CONTRACTOR'S PROJECT NO: 570

APPLICATION DATE: 1/29/25

CONTRACT FOR: General Construction

ENGINEER'S ~~ARCHITECT'S~~ PROJECT NO: 23-057

PERIOD FROM: 1/1/25 TO: 1/15/25

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED			G TOTAL COMPLETE AND STORED TO DATE (D+E+F)	H % G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			D PREVIOUS APPLICATIONS	E THIS APPLICATION					
				E WORK IN PLACE	F STORED MATERIALS				
02R	Split cost for exterior painting	1,408.00	1,408.00			1,408.00	100%	0.00	70.00
03	Delete railing per owner	-1,065.00	-1,065.00			-1,065.00	100%	0.00	-53.00
04	Add plywood to center demising	3,508.00	3,508.00			3,508.00	100%	0.00	175.00
05	Time extension								
Page 3.1 Change Order Totals		\$3,851.00	\$3,851.00			\$3,851.00	100%	\$0.00	\$192.00
Change Order Grand Totals		\$3,851.00	\$3,851.00	\$0.00	\$0.00	\$3,851.00	100%	\$0.00	\$192.00
Original Contract Totals		771,444.00	686,107.00	85,337.00	0.00	771,444.00	100%	0.00	38,601.00
Project Grand Totals		\$775,295.00	\$689,958.00	\$85,337.00²⁸	\$0.00	\$775,295.00	100%	\$0.00	\$38,793.00

ROSEBURG URBAN SANITARY AUTHORITY NEW DEVELOPMENTS AND PROJECTS

DEVELOPMENTS:

- Hanna Heritage Plaza sewer main extension (Elmer's remodel and drive through coffee shop)
- Hanna Heritage Plaza Sewer Main Relocation
- Eddy Street Sewer Main Extension
- Kester Road Sewer Main Extension

PRELIMINARY DESIGN:

- Harvard/Maple Sewer Improvement
- Jail Siphon Creek Crossing Rehab

PROJECTS:

- Deer Creek sewer trunk line rehabilitation project - Now in Warranty
- Umpqua Street Sewer Rehabilitation project – Work Substantially Complete
- Bisulfite Scada Improvement project – Sims Electric Work - Work Substantially Complete
- Deer Creek Sewer Improvement- Awarded to Black Pearl- Now Complete and in Warrantee
- WRF Storage Building-Awarded to H3 General Contractors. Final date has been extended to January 15.
- SE Stephens Sewer Improvement-Joint Project with the City of Roseburg- Cradar has done a portion of the work and is waiting on manhole sealing products.

ROSEBURG URBAN SANITARY AUTHORITY

January 2025 STAFF REPORTS

COLLECTION DEPARTMENT:

- Completed 40 work orders.
- Cleaned and CCTV 8,069 feet or 1.53 miles of mainline.
- Completed lateral launch of 1564 Almond.
- Cleaned 43,050 feet or 8.2 miles of mainline.
- Completed 26 manhole inspections.
- Completed lateral launch for 8 service lines.
- Cleaned and inspected the Pine Street bunker.
- Completed annual inspection of 1 vehicle.
- Completed monthly air release valve inspections and cleaning.
- Completed monthly trouble spot inspections.
- Completed monthly safety training.
- Completed Quarterly safety inspections.

ENGINEERING DEPARTMENT:

- Issued 11 permits and 6 completed inspections.
- North Core USA Umpqua Street Project – substantially complete-Waiting on testing and paving repair
- Bisulfite SCADA Bids- Project is now substantially complete - waiting on close out
- WRF Equipment Storage Building - H-3 – substantially complete working on punch list.
- South Stephens – Cradar - Mobilization has begun - Sewer work is scheduled to begin in December 8th
- FOG Inspections
 1. Los Dose- Pumped

FINANCE DEPARTMENT:

- Vacancy Credits: 3 was processed for a total of \$360.00.
- Credit cards/Echecks/debit cards: 3129 transactions totaling \$273,792.12 or approximately 26.7% of monthly billing was collected.
- Automatic Payments: 2133 customer accounts are signed up. Received \$171,493.24 or approximately 16.7% of monthly billing.



TO: Jim Baird, General Manager-RUSA
FROM: Dan Prather, Project Manager-Jacobs
DATE: February 5, 2025
SUBJECT: January 2025 Monthly Report

OPERATIONAL ACTIVITIES

- All permit parameters were met this month.
- The treatment facility averaged 95% BOD removal and 95% Total Suspended Solids removal during the month with a requirement of no less than 85% removal for each.
- The facility's electrical consumption (based on meter readings) for January 2025, was 224,000 KWHRS with a total Effluent flow of 165.03 million gallons, all of which went to the river at Outfall 001. The January 2024 electrical consumption was 283,000 KWHRS with a total Effluent flow of 252.06 million gallons.
- The #1 hot water boiler had an electrical failure. Simm's Electric was able to locate the parts to do a repair which got the boiler back operating to maintain digester temperature.
- The annual Fire Marshal's report was completed for 2024.

PRETREATMENT ACTIVITIES

- Mailed out 10 Pretreatment surveys to local businesses.
- The annual pretreatment report was submitted to the DEQ for 2024.

The following pretreatment inspections were completed in January:

- Old Soul Pizza: With the push camera, it was noticed that there is some FOG buildup on the sidewalls of a 4" line, will monitor.
- Fred Meyer: Their outside interceptor tank was 10% full using the sludge judge tool.
- Roger Tune up: The observation at the nearest manhole showed no buildup of hydrocarbons or oily water.
- McDonalds on Garden Valley: This was a reinspect following a notification of a tank losing FOG to the sewer. The tank has been pumped.
- Wendy's: This was a reinspect following a notification of their tank being overly full. The tank has been pumped.

NATURAL TREATMENT SYSTEM (NTS)

- Preventive maintenance tasks.

MAINTENANCE ACTIVITIES

- Maintenance Team completed **688** Preventative Maintenance items for the month.
- Maintenance Team completed **35** Corrective Maintenance items for the month.

Call Outs for the Month

- Power Outages - Plant and all Lift Station
- Chlorine Residual @ Mixer Low - CCC Influent

Current Month Lift Station Flows

- **Total Approx.** Flow from all Lift Stations for the month - **86,693,292 Gallons**
- **Average Approx.** Daily Flow from all Lift Stations per day - **2,796,557.8 Gallons**

Current Month Repairs

- Loma Vista - New Pump Install
- Biotower - Installed solar battery tender for auto greaser
- Hot water boiler valve and electrical repairs

LABORATORY ACTIVITIES

- We are in our normal winter testing which requires: BOD's 3 times a week, TSS 3 times a week, pH daily, Chlorine Residual Daily average, Ammonia once a week, E. Coli 3 times a week.
- 108 permit tests were completed during the month.
- Lab water samples were collected and shipped on 1/22/25 to NRC for testing.

BIOSOLIDS

- The annual biosolids reports (DEQ and EPA) were submitted for 2024.
- Peterson Caterpillar serviced the loader for dewatered biosolids
- Continue to dewater solids and store.

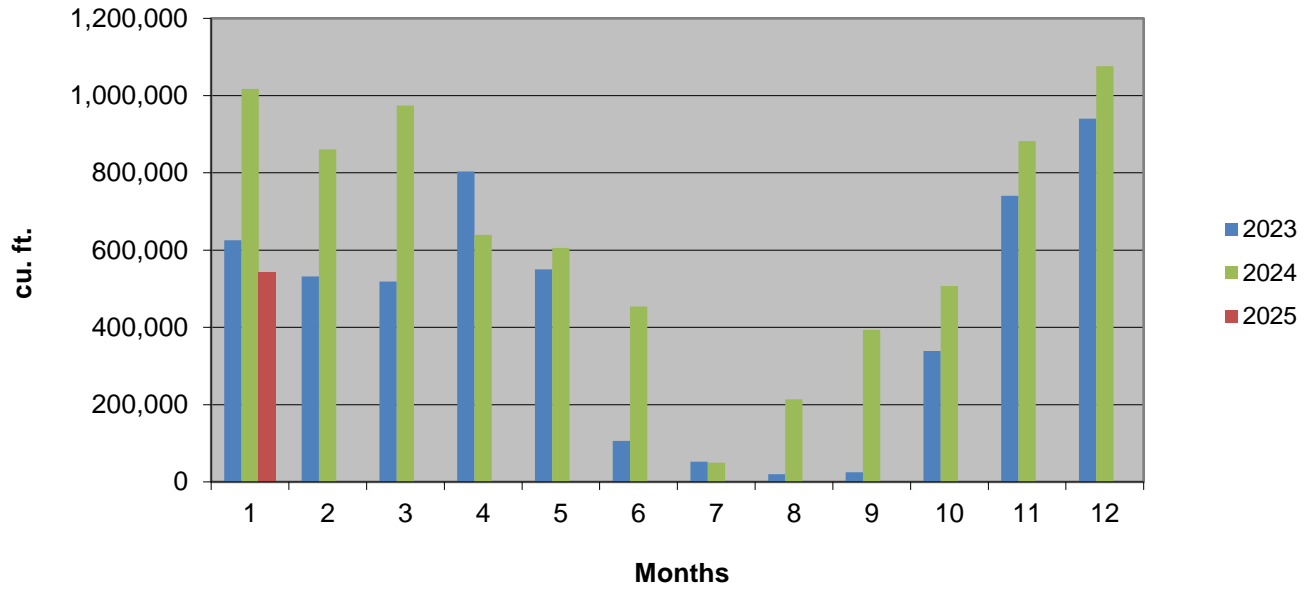
UPCOMING ITEMS

- New chlorine mixer installation
- UTV Annual Services

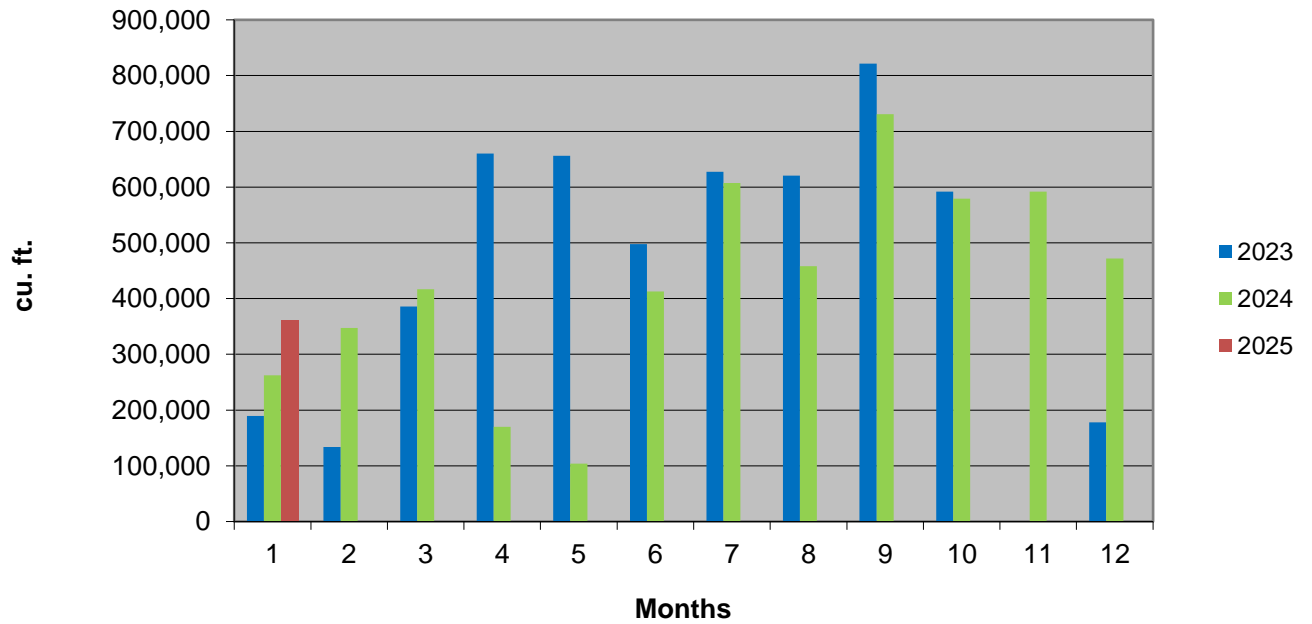
ENCLOSURES

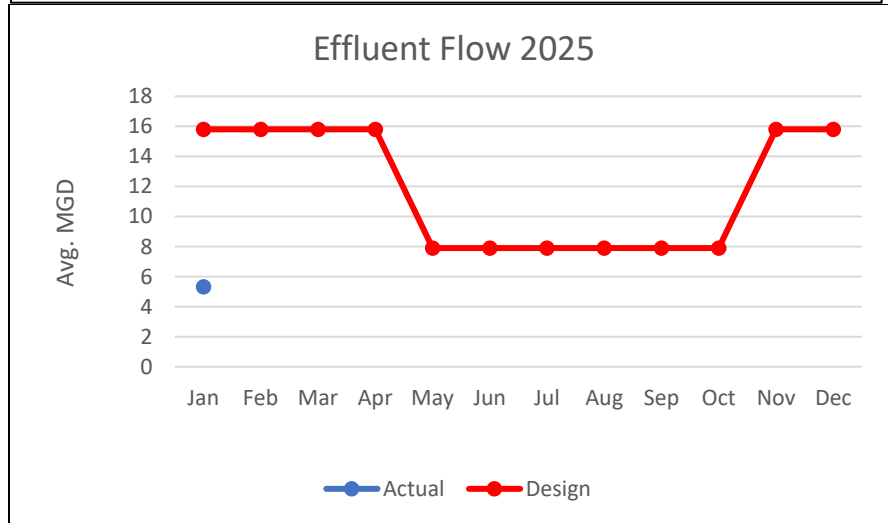
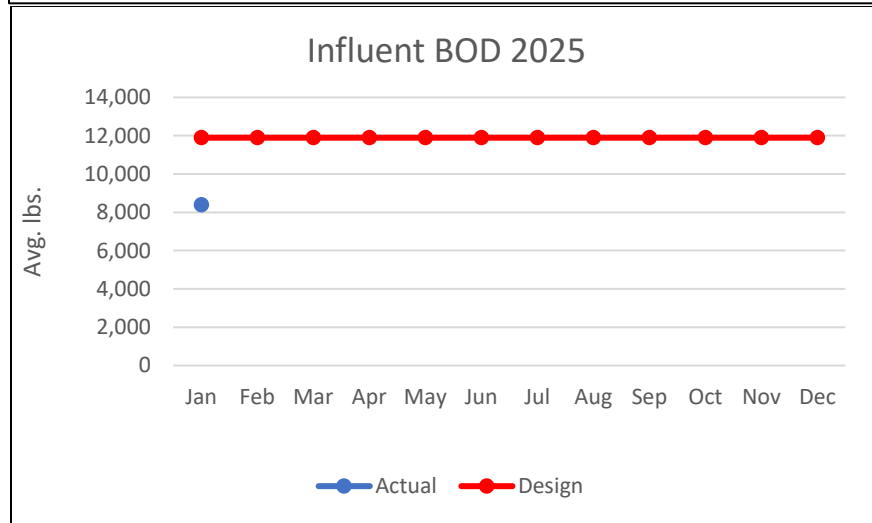
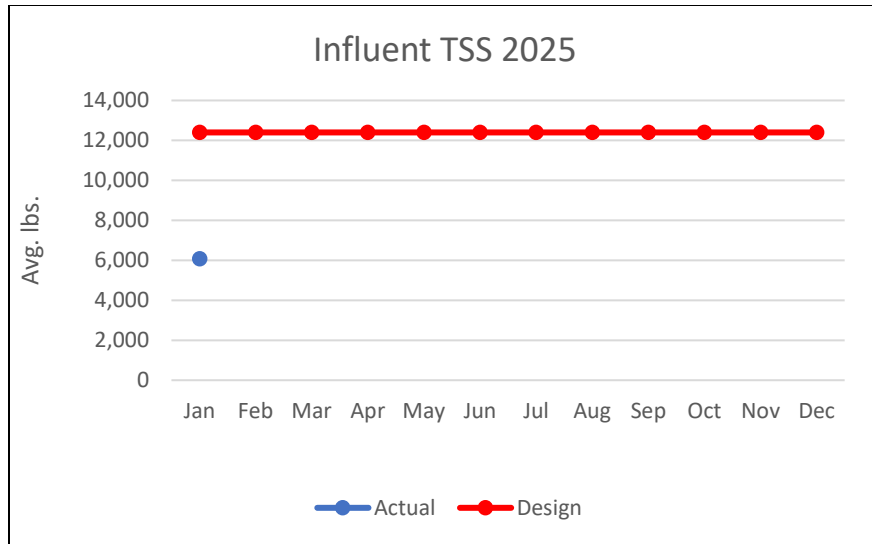
Boiler/Flare Gas Usage graphs
Influent TSS/BOD and Effluent Flow Graphs
12 Month Moving Avg.

BOILER GAS USAGE 2023 - 2025



FLARE GAS USAGE 2023 - 2025





12 MONTH MOVING AVERAGES

Month/Year	Plant Inf Q Average MGD	Plant Inf Average lbs/day CBOD/BOD	Plant Inf Average lbs/day TSS
Feb-24	5.65	7311	6090
Mar-24	7.12	7950	6339
Apr-24	3.54	7320	5358
May-24	3.64	5940	5520
Jun-24	2.85	5488	5518
Jul-24	2.75	5770	4979
Aug-24	2.86	8469	7362
Sep-24	2.69	8305	7332
Oct-24	2.70	7787	6867
Nov-24	6.07	11936	9881
Dec-24	6.07	11960	9861
Jan-25	5.32	8401	6073
SUM	51.26	96637	81180
AVE	4.27	8053	6765
MAX	7.12	11960	9881
MIN	2.69	5488	4979

ROSEBURG URBAN SANITARY AUTHORITY
as of December 31, 2024

	Budget FYE 24-25	Current Year To Date	Prior Year To Date	(OVER) Under Budget	YTD Total as a Percent of Budget
<u>GENERAL FUND</u>					
EXPENDITURES					
Administration & Engineering					
Personal Services	987,320	438,848	438,952	548,472	44.45%
Materials & Services	583,500	182,037	235,914	401,463	31.20%
Capital Outlay	398,500	87,832	145,924	310,668	22.04%
Treatment					
Materials & Services	2,911,000	1,377,448	1,227,548	1,533,552	47.32%
Capital Outlay	42,000	12,485	6,517	29,515	29.73%
Collection					
Personal Services	998,370	457,201	381,289	541,169	45.79%
Materials & Services	214,200	67,886	46,613	146,314	31.69%
Capital Outlay	1,705,000	928,786	196,088	776,214	54.47%
Finance					
Personal Services	575,415	255,076	242,199	320,339	44.33%
Materials & Services	301,900	70,128	80,153	231,772	23.23%
Capital Outlay	15,000	8,160	21,468	6,840	54.40%
Transfers	1,495,000	1,495,000	0	0	100.00%
Contingency	550,000	0	0	550,000	0.00%
Unappropriated Ending Fund Balance	6,607,745	0	0	6,607,745	0.00%
Total Budget	<u>17,384,950</u>	<u>5,380,888</u>	<u>3,022,665</u>	<u>12,004,062</u>	<u>30.95%</u>

RESOURCES					
Sewer Service Fees	9,796,000	6,084,540	4,229,340	3,711,460	62.11%
Miscellaneous Income	272,950	251,997	51,114	20,953	92.32%
Penalties	145,000	57,523	62,195	87,477	39.67%
Interest Income	225,000	134,946	136,213	90,054	59.98%
	<u>10,438,950</u>	<u>6,529,006</u>	<u>4,478,862</u>	<u>3,909,944</u>	<u>62.54%</u>
Beginning Fund Balance	<u>6,946,000</u>				
Total Budget	<u>17,384,950</u>				

COLLECTION SYSTEM EXPANSION

EXPENDITURES					
Construction Projects	1,527,000	0	0	1,527,000	0.00%
Unappropriated Ending Fund Balance	0	0	0	0	0.00%
Total Budget	<u>1,527,000</u>	<u>0</u>	<u>0</u>	<u>1,527,000</u>	<u>0.00%</u>
RESOURCES					
Interest Income	54,100	50,864	41,508	3,236	94.02%
System Development Charges	154,000	99,849	153,788	54,151	64.84%
	<u>208,100</u>	<u>150,713</u>	<u>195,296</u>	<u>57,387</u>	<u>72.42%</u>
Beginning Fund Balance	<u>1,318,900</u>				
Total Budget	<u>1,527,000</u>				

ROSEBURG URBAN SANITARY AUTHORITY
as of December 31, 2024

	Budget FYE 24-25	Current Year To Date	Prior Year To Date	(OVER) Under Budget	YTD Total as a Percent of Budget
<u>INFRASTRUCTURE REPLACEMENT RESERVE FUND</u>					
EXPENDITURES					
Construction Projects	2,000,000	1,282,788	2,377,518	717,212	64.14%
Unappropriated Ending Fund Balance	0	0	0	0	0.00%
Total Budget	<u>2,000,000</u>	<u>1,282,788</u>	<u>2,377,518</u>	<u>717,212</u>	<u>64.14%</u>
RESOURCES					
Interest Income	30,000	33,944	57,527	(3,944)	113.15%
Transfers from Other Funds	1,495,000	1,495,000	0	0	100.00%
Sewer Service Fees	0	0	135,038	0	0.00%
	<u>1,525,000</u>	<u>1,528,944</u>	<u>192,565</u>	<u>(3,944)</u>	<u>100.26%</u>
Beginning Fund Balance	<u>475,000</u>				
Total Budget	<u>2,000,000</u>				
<u>TREATMENT PLANT EXPANSION</u>					
EXPENDITURES					
Construction Projects	928,400	0	0	928,400	0.00%
Unappropriated Ending Fund Balance	0	0	0	0	0.00%
Total Budget	<u>928,400</u>	<u>0</u>	<u>0</u>	<u>928,400</u>	<u>0.00%</u>
RESOURCES					
Interest Income	32,400	29,946	24,563	2,454	92.43%
System Development Charges	81,000	52,543	80,926	28,457	64.87%
	<u>113,400</u>	<u>82,489</u>	<u>105,489</u>	<u>30,911</u>	<u>72.74%</u>
Beginning Fund Balance	<u>815,000</u>				
Total Budget	<u>928,400</u>				
<u>PLANT EQUIPMENT REPLACEMENT</u>					
EXPENDITURES					
Misc Plant Equipment Projects	1,543,800	263,985	189,435	1,279,815	17.10%
Unappropriated Ending Fund Balance	0	0	0	0	0.00%
Total Budget	<u>1,543,800</u>	<u>263,985</u>	<u>189,435</u>	<u>1,279,815</u>	<u>17.10%</u>
RESOURCES					
Transfer from General Fund	0	0	0	0	0.00%
Grants	0	0	0	0	0.00%
Interest Income	52,800	37,850	33,655	14,950	71.68%
	<u>52,800</u>	<u>37,850</u>	<u>33,655</u>	<u>14,950</u>	<u>71.68%</u>
Beginning Fund Balance	<u>1,491,000</u>				
Total Budget	<u>1,543,800</u>				

ROSEBURG URBAN SANITARY AUTHORITY
as of December 31, 2024

	Budget FYE 24-25	Current Year To Date	Prior Year To Date	(OVER) Under Budget	YTD Total as a Percent of Budget
<u>ASSET ACQUISITION & REPLACEMENT FUND</u>					
EXPENDITURES					
Transfers to Other Funds	6,823,012	6,823,012	0	0	100.00%
Unappropriated Ending Fund Balance	0	0	0	0	0.00%
Total Budget	<u>6,823,012</u>	<u>6,823,012</u>	<u>0</u>	<u>0</u>	<u>100.00%</u>

RESOURCES					
Sewer Service Fees	0	0	540,143	0	0.00%
Interest Income	100,500	176,847	82,186	(76,347)	175.97%
Transfer From General Fund	0	0	0	0	0.00%
	<u>100,500</u>	<u>176,847</u>	<u>622,329</u>	<u>(76,347)</u>	<u>175.97%</u>
Beginning Fund Balance	6,722,512				
Total Budget	<u>6,823,012</u>				

CAPITAL PROJECTS FUND

EXPENDITURES					
Capital Outlay					
Construction Projects	6,823,012	400	0	6,822,612	0.01%
Debt Service					
Interest Expense	102,300	0	0	102,300	0.00%
Principle Payments on Loan(s)	6,823,012	0	0	6,823,012	0.00%
Unappropriated Ending Fund Balance	0	0	0	0	0.00%
Total Budget	<u>13,748,324</u>	<u>400</u>	<u>0</u>	<u>13,747,924</u>	<u>0.00%</u>

RESOURCES					
Grants and Loans	6,823,012	0	0	6,823,012	0.00%
Interest Income	102,300	0	0	102,300	0.00%
Transfer From General Fund	6,823,012	6,823,012	0	0	100.00%
	<u>13,748,324</u>	<u>6,823,012</u>	<u>0</u>	<u>6,925,312</u>	<u>49.63%</u>
Beginning Fund Balance	0				
Total Budget	<u>13,748,324</u>				

CASH DISBURSEMENT RECAP BOARD MEETING FEBRUARY 12, 2025

Cash Disbursements Since the Last Board Meeting

All Funds:

Total of Prepaid Checks & ACH Transactions	232,896.96
Total of Regular Checks & ACH Transactions	<u>70,945.51</u>

Total Expenditures (not including Payroll)	<u><u>303,842.47</u></u>
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Payroll:

Net Payroll - January 31, 2025	81,348.89
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All Checks & ACH Transactions since the Board Meeting of January 15, 2025	<u><u>385,191.36</u></u>
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Accounts Payable

Checks by Date - Detail by Check Date

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
52577	BIOMED 1112559	bio-MED Testing Services Inc 7 FMCSA Clearing house records	01/30/2025	56.00
Total for Check Number 52577:				56.00
52578	Jacobs 35128937-08	Jacobs Engineering Group Inc Professional services per agreement	01/30/2025	147,683.00
Total for Check Number 52578:				147,683.00
52579	NORLAB 89484	Norlab, Inc. Dye strips	01/30/2025	355.00
Total for Check Number 52579:				355.00
52580	SHRED-IT 8009580935	Stericycle, Inc. Monthly document shredding services	01/30/2025	109.58
Total for Check Number 52580:				109.58
52581	VERIZON 6103564101	Verizon Wireless Monthly wireless phone services	01/30/2025	516.40
Total for Check Number 52581:				516.40
Total for 1/30/2025:				148,719.98
ACH	ASIFLEX Jan 25 PR Jan 25 PR	ASIFlex PR Batch 00001.01.2025 Flexible Spending Acc PR Batch 00001.01.2025 Dependent Care FSA	01/31/2025 PR Batch 00001.01.2025 Flex PR Batch 00001.01.2025 Flex	1,399.66 416.00
Total for this ACH Check for Vendor ASIFLEX:				1,815.66
ACH	DNB Jan 25 PR Jan 25 PR Jan 25 PR Jan 25 PR Jan 25 PR	Internal Revenue Service PR Batch 00001.01.2025 Medicare - Employee PR Batch 00001.01.2025 Medicare - Employer PR Batch 00001.01.2025 FICA - Employer PR Batch 00001.01.2025 Federal Income Tax PR Batch 00001.01.2025 FICA - Employee	01/31/2025 PR Batch 00001.01.2025 Med PR Batch 00001.01.2025 Med PR Batch 00001.01.2025 FIC. PR Batch 00001.01.2025 Fed PR Batch 00001.01.2025 FIC.	1,771.85 1,771.85 7,576.17 10,555.39 7,576.17
Total for this ACH Check for Vendor DNB:				29,251.43
ACH	OR-REV Jan 25 PR	Oregon Dept. of Revenue PR Batch 00001.01.2025 Oregon W/Held	01/31/2025 PR Batch 00001.01.2025 Ore	7,694.46
Total for this ACH Check for Vendor OR-REV:				7,694.46
ACH	PEBSCO Jan 25 PR Jan 25 PR	Nationwide Retirement Solutions PR Batch 00001.01.2025 Roth Contribution PR Batch 00001.01.2025 Nationwide-Deferred C	01/31/2025 PR Batch 00001.01.2025 Rotf PR Batch 00001.01.2025 Nati	200.00 4,150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor PEBSCO:				4,350.00
52576	CIS INS	CIS Trust	01/31/2025	
	Jan 25 PR	PR Batch 00001.01.2025 Identity Protection	PR Batch 00001.01.2025 Iden	127.60
	Jan 25 PR	PR Batch 00001.01.2025 Short-Term Disability	PR Batch 00001.01.2025 Sho	65.91
	Jan 25 PR	PR Batch 00001.01.2025 Voluntary Dependent L	PR Batch 00001.01.2025 Volu	29.26
	Jan 25 PR	PR Batch 00001.01.2025 Life Insurance - Spous	PR Batch 00001.01.2025 Life	315.73
	Jan 25 PR	PR Batch 00001.01.2025 Medical Ins w/RX	PR Batch 00001.01.2025 Med	32,468.49
	Jan 25 PR	PR Batch 00001.01.2025 Critical Illness Insuran	PR Batch 00001.01.2025 Criti	194.80
	Jan 25 PR	PR Batch 00001.01.2025 Voluntary Life Insuran	PR Batch 00001.01.2025 Volu	859.60
	Jan 25 PR	PR Batch 00001.01.2025 Trauma	PR Batch 00001.01.2025 Trau	95.00
	Jan 25 PR	PR Batch 00001.01.2025 Hospital Indemnity	PR Batch 00001.01.2025 Hos	80.60
	Jan 25 PR	PR Batch 00001.01.2025 Trauma - Bronze	PR Batch 00001.01.2025 Trau	10.00
	Jan 25 PR	PR Batch 00001.01.2025 CCIS Insurance Long-	PR Batch 00001.01.2025 CCI	163.77
	Jan 25 PR	PR Batch 00001.01.2025 CCIS Insurance AD&I	PR Batch 00001.01.2025 CCI	17.59
	Jan 25 PR	PR Batch 00001.01.2025 Dental & Vision	PR Batch 00001.01.2025 Den	2,834.09
	Jan 25 PR	PR Batch 00001.01.2025 Life Insurance - er	PR Batch 00001.01.2025 Life	107.44
	Jan 25 PR	PR Batch 00001.01.2025 Accident Insurance	PR Batch 00001.01.2025 Acc	147.96
Total for Check Number 52576:				37,517.84
Total for 1/31/2025:				80,629.39
ACH	Xpress INV-XPR021001	Xpress Bill Pay Web and e-check transaction fees, maintenance a	02/05/2025	3,547.59
Total for this ACH Check for Vendor Xpress:				3,547.59
Total for 2/5/2025:				3,547.59
Report Total (11 checks):				232,896.96

Accounts Payable

Checks by Date - Detail by Check Date

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	Cintas 4217699137 4219196146 9306922874	Cintas Corporation No. 3 Paper & soap services Paper & soap services Waterbreak cooler agreement - 2	02/12/2025	53.91 22.50 90.00
Total for this ACH Check for Vendor Cintas:				166.41
ACH	PITNEY 3320264191	Pitney Bowes Inc. Personal property tax on leased postage machine	02/12/2025	11.89
Total for this ACH Check for Vendor PITNEY:				11.89
52582	WP Jan 2025	Avista Utilities Natural gas service	02/12/2025	401.46
Total for Check Number 52582:				401.46
52583	BANNERMC	BANNER BANK	02/12/2025	
	AA011125	Amazon - Kitchen supplies		69.12
	AA011625	Staples - Jim Business Cards		24.99
	AA012725	Amazon - Clocks, Screen Wipes, Pens		96.09
	AB012725	Bi-Mart - propane heater & tanks		138.97
	CM010925	Municipal Audit Payment FYE24		400.00
	CM012425	Amazon - Return Check Scanner		-637.00
	DF0104204	Amazon - Components for Christine's PC		182.89
	DF010425	Zoom - Virtual meeting software for board meeti		148.00
	DF010924	LastPass - Password software-all employees		1,852.80
	DF012925	Lowes - Parts for camera installation at new stor		84.83
	HW010325a	Costco - Kitchen Supplies		78.97
	HW010325b	Costco - Laundry Soap		34.99
	HW010625a	Walmart - Laundry Sanitizer		38.91
	HW010625b	Walmart - Kitchen Supplies		16.59
	HW010925	Rest-A-Phone - Phone Support		18.95
	HW011025a	Target - Mini Refrigerator		89.99
	HW011025b	Amazon - Chair for Break Area		294.99
	HW011325	Amazon - Table & Window Film		78.98
	HW012725	Staples - Signature Stamp		23.99
	JB012225	Staples-Pens		5.99
	JB123124	WEF-Professional Education Book		104.99
	KB010725	NASSCO Membership		375.00
	KB011325	Cascade to Coast registration-Kyle		250.00
	KB012325	Amazon-Epoxy for tank repair on B6		66.95
	NS010125	Boot Barn - Work Boots for NS		229.99
	NW011525	Albertsons - Snacks for board mtg		9.98
	NW011625	Mountain Mike's - Pizza for RUSA staff mtg		131.15
	NW012825	Safeway - Welcome back for Sarah		38.67
	RC012825a	Good Guys Garage - Oil Change for Edge		72.87
	RC012825b	Good Guys Garage - Air filter for Edge		28.70
	RK011525	Bentleys Grill - Meal - PLSO Conf		43.00
	RK011725a	Hawaiian Time - Meal - PLSO Conf		18.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	RK011725b	Grand Hotel - Lodging - PLSO Conf		555.48
	RK012825a	Oregon Tool - Shovel		13.95
	RK012825b	Lowes - Gift Card for '24 Summer Picnic		50.00
	SL010725	Cascade to Coast Registration - Steve		250.00
	SL012825a	APWA Corporate Membership - SL, KB		410.00
	SL012825b	APWA Corporate Membership - JB, RK		409.00
			Total for Check Number 52583:	6,100.86
52584	UB*00083	COLE & MEGAN BARROWS Refund Check 000076-000, 213 NE TIMBERLA	02/12/2025	90.00
			Total for Check Number 52584:	90.00
52585	BHEC CL31741-IN CL32112-IN	Bassett-Hyland Energy Company Fuel usage 1/1 - 1/15/25 Fuel usage 1/16 - 1/31/25	02/12/2025	970.62 831.65
			Total for Check Number 52585:	1,802.27
52586	BATT PLU P79935299	Batteries Plus #208 Batteries for motion sensors for alarm system	02/12/2025	67.70
			Total for Check Number 52586:	67.70
52587	UB*00082	BILLY & GERI BREEDLOVE Refund Check 020982-000, 411 OAK VALLEY	02/12/2025	50.00
			Total for Check Number 52587:	50.00
52588	ORMS 214710	Chaves Consulting, Inc Monthly user fee for ORMS electronic documen	02/12/2025	476.70
			Total for Check Number 52588:	476.70
52589	WATER Jan 2025 Admin Jan 2025 CSB Jan 2025 High Jan 2025 WRF	City of Roseburg Water Usage-Admin Bldg Water Usage - Collections Storage Bldg @ WRF Water Usage Highland PS Water Usage WRF	02/12/2025 330-3470-00 320-1830-00 360-3420-00 360-3420-00	241.76 43.72 346.12 922.04
			Total for Check Number 52589:	1,553.64
52590	DRAUTO 163057 163400 164230 165908 166158	D & R Auto & Truck Supply Corp Starting fluid Car wash concentrate Reducer for B6 repair Battery charger Oil mats	02/12/2025	11.98 43.99 14.49 209.00 129.00
			Total for Check Number 52590:	408.46
52591	DJC 745755564	Daily Journal of Commerce Inc Advertisement for WW Coll Sys Master Plan An	02/12/2025	205.00
			Total for Check Number 52591:	205.00
52592	DFN Feb 2025 Admin Feb 2025 Brbn Feb 2025 CSB Feb 2025 CSBIns	Douglas Fast Net Internet Services-Admin Internet Services-Bourbon St Internet services - Coll Storage Bldg Installation of Internet services - Coll Storage Bl	02/12/2025 Service: 14806 Service: 205697	223.99 102.58 89.63 1,000.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Feb 2025 GateIn	Internet Services-NTS Gate	Service: 271594	75.59
	Feb 2025 GatePh	Phone Service-NTS Gate	Service: 5413914279	28.52
	Feb 2025 High	Internet Services-Highland PS	Service: 105797	78.59
	Feb 2025 Host	Admin Hosting		10.80
	Feb 2025 Keady	Internet Services-Keady Ct	Service: 106289	78.59
	Feb 2025 LV	Internet Services-Loma Vista P	Service: 205950	106.58
	Feb 2025 NBank	Internet Services-No. Bank PS	Service: 105793	75.59
	Feb 2025 NTS	Internet Services-NTS	Service: 237686	86.39
	Feb 2025 Ph/Cam	Phones/Security Cams	Service: 141784	101.19
	Feb 2025 Wilb1	Internet Services-Wilbur 1 PS	Service: 105796	75.59
	Feb 2025 Wilb2	Internet Services-Wilbur 2 PS	Service: 105794	75.59
	Feb 2025 Winch	Internet Services-Winchester P	Service: 105795	64.79
			Total for Check Number 52592:	2,274.01
52593	UB*00081	JEFF & ANNAMAY FREEMAN	02/12/2025	
		Refund Check 002414-000, 1480 NW DOMENI		76.09
		Refund Check 002414-000, 1480 NW DOMENI		0.78
		Refund Check 002414-000, 1480 NW DOMENI		3.13
			Total for Check Number 52593:	80.00
52594	GENEQ 91539	General Equipment Company 4 - Pneumatic foot pedals	02/12/2025	
				66.12
			Total for Check Number 52594:	66.12
52595	ICONIX U2516000356	ICONIX WATERWORKS INC Drain pipe	02/12/2025	
				308.93
			Total for Check Number 52595:	308.93
52596	COASTAL J75212 J80148 J80613	John Deere Financial f.s.b. Moss cleaner Bypass pruners - 3 Work pants - NS	02/12/2025	
				22.48
				98.97
				145.97
			Total for Check Number 52596:	267.42
52597	LTM 749994	Knife River Materials Rock for Alameda St project	02/12/2025	
				85.51
			Total for Check Number 52597:	85.51
52598	LANDMARI 5539	Land Mark Surveying Inc Mainline easement on 2999 Parker	02/12/2025	
				1,337.50
			Total for Check Number 52598:	1,337.50
52599	LYOUNG 70300692402	Lauren Young Tire Tire chains for Ranger	02/12/2025	
				146.99
			Total for Check Number 52599:	146.99
52600	LOWES 71213 72937 83957 87153	Lowes 6 - 5 gal buckets Gutter splash blocks Red heads for concrete and drill bit Duct tape and door mats	02/12/2025	
				24.12
				21.52
				36.31
				53.94
			Total for Check Number 52600:	135.89

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
52601	NBS IN141630 IN141915	National Business Solutions Toner and paper for wide format printer Konica Minolta copier maintenance agreement -	02/12/2025	281.30 243.93
Total for Check Number 52601:				525.23
52602	NEXNET 25374 Admin 25374 WRF	Nexcom, LLC Monthly Digital telephone services - Admin Monthly Digital telephone services - WRF	02/12/2025	312.00 178.00
Total for Check Number 52602:				490.00
52603	LGL 13936	Northwest Local Government Legal Adviso Legal services - RFP, ESCO contract	02/12/2025	969.00
Total for Check Number 52603:				969.00
52604	ICALL 5011088	One Call Concepts, Inc. Locate tickets - Jan 2025	02/12/2025	229.46
Total for Check Number 52604:				229.46
52605	ACWA 8885	Oregon Association of Clean Water Agenci 2025 Membership dues	02/12/2025	1,730.00
Total for Check Number 52605:				1,730.00
52606	DEQ WQSTM2501507	Oregon DEQ STM Industrial NPDES Gen12Z Permit 3/1/25 -	02/12/2025	1,573.52
Total for Check Number 52606:				1,573.52
52607	OR-LIN 1179567 1184927 1190398	Oregon Linen, Inc. Laundry & mat services Laundry & mat services Laundry & mat services	02/12/2025	54.79 39.44 54.79
Total for Check Number 52607:				149.02
52608	PPL Jan 2025 411LM Jan 2025 425LM Jan 2025 Admin Jan 2025 Brbn Jan 2025 Gate Jan 2025 High Jan 2025 Keady Jan 2025 LV Jan 2025 NBank Jan 2025 NTS Jan 2025 SBank Jan 2025 Wilb1 Jan 2025 Wilb2 Jan 2025 WRF Jan 2025 WRF2	Pacific Power Usage-411 LM-Storage Bldg Power Usage-425 Long Meadow Power Usage-Admin Bldg Power Usage-310 Bourbon St PS Power Usage-140 LM-NTS Gate Power Usage-Highland PS Power Usage-Keady Ct PS Power Usage-Loma Vista PS Power Usage-North Bank PS Contract/Power Usage-NTS PS Power Usage-South Bank PS Power Usage-Wilbur 1 PS Power Usage-Wilbur 2 PS Power Usage-WWTP 1 Power Usage-WWTP 2	02/12/2025	31.41 17.04 876.79 136.38 24.92 2,569.07 150.95 141.00 347.70 2,471.18 4,756.50 480.19 493.73 25,396.30 33.02
Total for Check Number 52608:				37,926.18
52609	RLJ 2025	Ray Johnson Annual Backflow test gauge calibration	02/12/2025	80.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 52609:	80.00
52610	RITZ 6891714	Ritz Safety Insulated work gloves	02/12/2025	137.92
			Total for Check Number 52610:	137.92
52611	RSBG-AUD 41398	Roseburg Audiology Center Annual hearing exams	02/12/2025	450.00
			Total for Check Number 52611:	450.00
52612	RSBG-DIS 1404684	Roseburg Disposal Company Monthly garbage services	02/12/2025	70.00
			Total for Check Number 52612:	70.00
52613	SERV-CTR 37648 37719	The Service Center Install door levers at Coll Storage Bldg Rekey 2 locks and install new knob	02/12/2025	397.00 183.00
			Total for Check Number 52613:	580.00
52614	Stratton 2025-016	Stratton Brothers, Inc. Asphalt patching for Freemont St repair	02/12/2025	1,496.00
			Total for Check Number 52614:	1,496.00
52615	TEKMAN 95151 96863 96863 96863 96863 96863 96863	TEKMANAGEMENT, INC. Delivery of new PC's and laptop, meet with Davi DNS Filter (security) Penetration Testing Encryption of laptops Backup & Recovery Services Cloud storage-server backups Server Maint & monitoring	02/12/2025	314.88 32.00 253.84 107.25 565.00 120.00 1,642.02
			Total for Check Number 52615:	3,034.99
52616	DYER 31834	The Dyer Partnership Engineers & Planners Jackson St Siphon Imp-Phase 2	02/12/2025	2,857.50
			Total for Check Number 52616:	2,857.50
52617	UBWA Jan 2025 411LM Jan 2025 606LM Jan 2025 Brbn	Umpqua Basin Water Association Water - 411 Long Meadows Ln Water - 606 Long Meadows Ln Water - 310 Bourbon St	02/12/2025	28.52 26.00 26.00
			Total for Check Number 52617:	80.52
52618	UMPQUARF 79398 79438 79439	Umpqua Quarries, LLC Rock for Coll Storage Bldg Rock for Coll Storage Bldg Rock for Coll Storage Bldg	02/12/2025	988.72 1,221.46 141.49
			Total for Check Number 52618:	2,351.67
52619	UMP-SAND 127497	Umpqua Sand & Gravel Discarded material from WRF Retaining Wall pr	02/12/2025	22.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 52619:	22.75
52620	UNITED 243890007-001	UNITED RENTALS (NORTH AMERICA) Cut-off saw blades	02/12/2025	154.99
			Total for Check Number 52620:	154.99
			Total for 2/12/2025:	70,945.51
			Report Total (41 checks):	70,945.51