



101 Lucas Valley Road, Suite 300  
 San Rafael, CA 94903  
 Tel.: 415-472-1734  
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 www.LGVSD.org

**MANAGEMENT TEAM**  
 General Manager, Curtis Paxton  
 Plant Operations, Mel Liebmann  
 Collections/Safety/Maintenance, Greg Pease  
 Engineering, Michael P. Cortez  
 Administrative Services, Dale McDonald

**DISTRICT BOARD**  
 Megan Clark  
 Ronald Ford  
 Craig K. Murray  
 Judy Schriebman  
 Crystal J. Yezman

The Mission of the Las Gallinas Valley Sanitary District is to protect public health and the environment by providing effective wastewater collection, treatment, and recycling services.

## **BOARD MEETING AGENDA**

**JANUARY 5, 2023**

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments’ ability to respond to COVID-19 Pandemic based on Guidance for Gatherings issued by the California Department of Public Health. The Executive Order specifically allows local legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, in order to protect public health, which was *due to end on September 30, 2021 (Exec. Ord. N-08-21)*. However, the Legislature passed AB 361 which provides local agencies with the ability to meet remotely during proclaimed state emergencies under modified Brown Act requirements, similar in many ways to the rules and procedures established by the Governor’s previous Executive Orders. - In light of this – the January 5, 2023 meeting of the LGVSD Board will be held via Zoom electronic meeting\*. There will be NO physical location of the meeting. Due to the current circumstances, there may be limited opportunity to provide verbal comments during the meeting. Persons who wish to address the Board for public comment or on an item on the agenda are encouraged, but not required, to submit comments in writing to ([tlurch@lgsd.org](mailto:tlurch@lgsd.org)) by 5:00 pm on Wednesday, January 4, 2023. In addition, Persons wishing to address the Board verbally must contact the Board Secretary, by email ([tlurch@lgsd.org](mailto:tlurch@lgsd.org)) and provide their Name; Address; Tel. No.; and the Item they wish to address by the same date and time deadline for submission of written comments, as indicated above. Please keep in mind that any public comments must be limited to 3 minutes due to time constraints. Any written comments will be distributed to the LGVSD Board before the meeting.

\*Prior to the meeting, participants should download the Zoom app at:  
<https://zoom.us/download>.

### **REMOTE CONFERENCING ONLY**

**Join Zoom Meeting online at: <https://us02web.zoom.us/j/87671350404>**

**OR**

**By teleconference at: +16699009128 Meeting ID: 876 7135 0404**

**MATERIALS RELATED TO ITEMS ON THIS AGENDA ARE AVAILABLE FOR  
PUBLIC INSPECTION ON THE DISTRICT WEBSITE WWW.LGVSD.ORG**

**NOTE: Final board action may be taken on any matter appearing on agenda**

Estimated  
Time

**OPEN SESSION:**

4:00 PM

**1. PUBLIC COMMENT**

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

4:05 PM

**2. BOARD ELECTIONS – PRESIDENT AND VICE PRESIDENT**

Board to elect a President and Vice-President.

4:10 PM

**3. CONSENT CALENDAR:**

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

- A. Approve the Board Minutes for December 15, 2022
- B. Approve the Warrant List for January 5, 2023
- C. Approve Ford request to attend the WasteReuse Conference in Atlanta, March 5-8, 2023
- D. Approve Order of Publication for Ordinance 190
- E. Approve Resolution 2023-2294 B-150 Memberships and O-10 Capital Asset Accounting Controls

Possible expenditure of funds: Yes, Items B and C.

Staff recommendation: Adopt Consent Calendar – Items A through E.

4:20 PM

**4. INFORMATION ITEMS:**

**STAFF/CONSULTANT REPORTS:**

- 1. General Manager's Report – verbal
- 2. Board Policy B-140 Board Meetings and District Counsel Memorandum - written

- 4:40 PM**      **5. PUBLIC HEARING FOR SOLAR PV SYSTEM UPGRADES**
- Board to consider the purposes of presenting certain findings, taking public comment, and approving a Resolution 2023-2295 adopting the findings and approving an Energy Services Contract with FFP BTM Solar, LLC (D.B.A. ForeFront Power) for the implementation of certain energy related improvements to District facilities in accordance with California Government Code Section 4217.10 to 4217.18.
- The Board will take public comment and consider adopting the findings and approving a Finance Agreement and related necessary loan documents with FFP BTM Solar, LLC (D.B.A. ForeFront Power) to fund the implementation of certain energy conservation improvements to District facilities in accordance with California Government Code Section 4217.10 to 4217.18.
- 5:20 PM**      **6. RECEIVE SEWER CAPITAL FACILITIES CHARGE STUDY AND CONSIDER AMENDING MISCELLANEOUS FEE SCHEDULE RESOLUTION 2023-2296**
- Board to consider Sewer Capital Facilities Charge (CFC) Study Report from HDR, Inc. and adopt Resolution 2023-2296 amending the Miscellaneous fee schedule connection fees imposed by the District.
- 6:00 PM**      **7. BOARD MEMBER REPORTS:**
1. CLARK
    - a. NBWA Board Committee, 2022 Operations Control Center Ad Hoc Committee, 2022 Legal Services Ad Hoc committee, 2022 Human Resources Ad Hoc committee, Other Reports
  2. FORD
    - a. NBWRA, Marin Special Districts Association, 2022 Ad Hoc Engineering Committee re: STPURWE, 2022 Operations Control Center Ad Hoc Committee, 2022 Human Resources Ad Hoc Committee, 2022 McInnis Marsh Ad Hoc Committee, Other Reports
  3. MURRAY
    - a. Marin LAFCO, 2022 Biosolids Ad Hoc Committee, CASA Energy Committee, Other Reports
  4. YEZMAN
    - a. Flood Zone 7, CSRMA, 2022 Ad Hoc Engineering Committee re: STPURWE, 2022 Legal Services Ad Hoc Committee, Marin Special Districts, 2022 Biosolids Ad Hoc committee, 2022 McInnis Marsh Ad Hoc Committee, Other Reports
- 6:10 PM**      **8. BOARD REQUESTS:**
- A. Board Meeting Attendance Requests – Verbal
  - B. Board Agenda Item Requests – Verbal
- 6:15 PM**      **9. VARIOUS INDUSTRY RELATED ARTICLES**

6:20 PM


**10. ADJOURNMENT**

**FUTURE BOARD MEETING DATES: JANUARY 12 AND JANUARY 19, 2023**

AGENDA APPROVED:	Megan Clark, Board Director	Patrick Richardson, Legal Counsel
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**CERTIFICATION:** I, Teresa Lerch, Board Secretary of the Las Gallinas Valley Sanitary District, hereby declare under penalty of perjury that on or before January 2, 2023 4:00 p.m., I posted the Agenda for the Board Meeting of said Board to be held by Zoom January 5, 2023 at the District Office, located at 101 Lucas Valley Road, Suite 300, San Rafael, CA.

DATED: December 29, 2022



Teresa L. Lerch  
Board Secretary

The Board of the Las Gallinas Valley Sanitary District meets regularly on the first and third Thursday of each month. The District may also schedule additional special meetings for the purpose of completing unfinished business and/or study session. Regular meetings are held at the District Office, 101 Lucas Valley Road, Suite 300, San Rafael, CA.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at (415) 472-1734 at least 24 hours prior to the meeting. Notification prior to the meeting will enable the District to make reasonable accommodation to help ensure accessibility to this meeting.

## AGENDA ITEM 1

**1/5/2023**

### **PUBLIC COMMENT**

**This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.**



Item Number 2

GM Review CP

# Agenda Summary Report

**To:** Board of Directors  
**From:** Teri Lerch, Executive Assistant/Board Secretary  
 (415) 526-1510; tlerch@lgsd.org  
**Mtg. Date:** January 5, 2023  
**Re:** Board Elections – President, Vice-President  
**Item Type:** Consent \_\_\_\_\_ Action X Information \_\_\_\_\_ Other \_\_\_\_\_  
**Standard Contract:** Yes \_\_\_\_\_ No \_\_\_\_\_ (See attached) Not Applicable X .

## STAFF RECOMMENDATION

Based on the historical rotation, staff recommends that the Board appoint Megan Clark as the President of the Board and Craig Murray as Vice President of the Board.

## BACKGROUND

Board members serve for a four-year term. The position of Board President and Vice-President has been rotated between members annually.

The election for President occurs in January of each year. Below is a schedule of the rotation since 2010.

P= President, VP=Vice President

	<b>Greenfield</b>	<b>Clark</b>	<b>Elias</b>	<b>Murray</b>	<b>Schriebman</b>
2010				P	VP
2011	VP				P
2012	P	VP			
2013		P		VP	
2014			VP	P	
2015			P		VP
2016	VP				P
2017	P	VP			
2018		P		VP	
	<b>Yezman</b>	<b>Clark</b>	<b>Elias</b>	<b>Murray</b>	<b>Schriebman</b>
2019			VP	P	
2020			P		VP
2021	P	VP			
2022	VP				P
	<b>Yezman</b>	<b>Clark</b>	<b>Ford</b>	<b>Murray</b>	<b>Vacant</b>
2023		P		VP	



## **PREVIOUS BOARD ACTION**

At the January 7, 2021 Board Meeting, the Board discussed electing a President and Vice President. Although it was Schriebman's turn to be President, Schriebman requested that she preferred to be a director in 2021 instead of President and requested that Yezman become President and Clark become Vice President (next in rotation).

At the January 6, 2022 Board Meeting, Schriebman became President and Yezman became Vice President. The Board made a motion and approved this change.

## **ENVIRONMENTAL REVIEW**

N/A

## **FISCAL IMPACT**

N/A

**MEETING MINUTES OF DECEMBER 15, 2022**

THE BOARD OF DIRECTORS AND STAFF OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION BY ZOOM CONFERENCE ON DECEMBER 15, 2022 AT 4:00 PM BY ZOOM CONFERENCE AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300 CONFERENCE ROOM, SAN RAFAEL, CA. 94903

**BOARD MEMBERS PRESENT:** Megan Clark, Ron Ford, Craig Murray, Crystal Yezman

**BOARD MEMBERS ABSENT:** None

**STAFF PRESENT:** Curtis Paxton, General Manager; Teresa Lerch, Board Secretary; Dale McDonald, District Treasurer; Mel Liebmann, Plant Manager

**OTHERS PRESENT:** Patrick Richardson, District Counsel; Justin Wilcock, Patty Garbarino Jason Rawley from Marin Sanitary Service; Jim Howison from R3 Consulting; Paul Kaymark, Nigro & Nigro;

**ANNOUNCEMENT:** Vice President Yezman announced that the agenda had been posted as evidenced by the certification on file in accordance with the law.

**1. PUBLIC COMMENT:** None.

**2. CONSENT CALENDAR:**

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

- A. Approve the Board Minutes for December 1, 2022
- B. Approve the Warrant List for December 15, 2022
- C. Approve Board Compensation for November 2022
- D. Approve Yezman attending CASA Regulatory Workgroup Committee Meeting December 8, 2022
- E. Approve Amendment 1 to ArcSine Engineering SCADA Support Services Contract
- F. Approve Resolution 2022-2292 Remote Meetings
- G. Approve Resolution 2022-2293 Board Policy F-130 Disposal of Surplus Equipment and Property

**ACTION:**

Board approved (M/S Murray/Clark 4-0-0-0) the Consent Calendar items A through G.

AYES: Clark, Ford, Murray and Yezman

NOES: None.

ABSENT: None.

ABSTAIN: None.

**3. INFORMATION ITEMS:**

**STAFF / CONSULTANT REPORTS:**

- 1. General Manager's Report – Paxton reported.
- 2. Board Policy Review – B-150 Board Memberships and O-10 Fixed Asset Accounting Controls - Discussion ensued.
- 3. GFOA Certificate of Achievement for Excellence in Financial Reporting- Discussion ensued.



#### 4. AUDIT PRESENTATION WITH FINANCIAL STATEMENTS

Paul Kaymark from Nigro & Nigro reviewed the LGVSD 2021-22 Audit and Financial Statements with the Board and staff.

#### 5. PUBLIC HEARING FOR ORDINANCE NO. 190 AMENDING TITLE 4, CHAPTER 1 – REGULATING SOLID WASTE, RECYCLABLE AND ORGANIC MATERIALS, AND THE COLLECITON, REMOVAL AND DISPOSAL THEREOF INCLUDING THE GARBAGE AND REFUSE RATE ADJUSTMENT FOR 2023

Jim Howison from R3 Consulting, Patty Garbarino, Justin Wilcock and Jason Rawley from Marin Sanitary Service were available to answer questions from the Board or the public.

**OPENED PUBLIC HEARING** – President Yezman opened the public hearing at 5:04 p.m.  
No members of the public attended.

**CLOSED PUBLIC HEARING** – President Yezman closed the public hearing at 5:09 p.m.

#### **ACTION:**

Board approved (M/S Murray/Ford 4-0-0-0) the adoption of Ordinance No 190, An Ordinance Amending Title 4, Chapter 1 of the District Ordinance Code and adjusting the garbage and refuse rate by 6.17% and directing its publication.

AYES: Clark, Ford, Murray and Yezman.  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

#### 6. BOARD MEMBER REPORTS

##### 1. CLARK

- a. NBWA Board Committee – verbal report
- b. 2022 Operations Control Center Ad Hoc Committee – verbal report
- c. 2022 Legal Services Ad Hoc Committee – no report
- d. 2022 Human Resources Ad Hoc Committee – no report
- e. Other Reports– none

##### 2. FORD

- a. NBWRA – no report
- b. 2022 Engineering Ad Hoc Committee re: Secondary Treatment Plant Upgrade – no report
- c. 2022 Operations Control Center Ad Hoc Committee – verbal report
- d. 2022 Human Resources Ad Hoc Committee – no report
- e. Marin County Special Districts Association – no report
- f. 2022 McInnis Marsh Ad Hoc Committee – no report
- g. Other Reports –verbal report on the Moore Institute for plastic pollution research

##### 3. MURRAY

- a. Marin LAFCO – verbal report
- b. CASA Energy Committee –no report
- c. 2022 Biosolids Ad Hoc Committee – no report
- d. Other Reports –written - Nextdoor webinar

##### 4. YEZMAN

- a. Flood Zone 7– no report
- b. CSRMA – no report
- c. Marin Special District Association – no report
- d. 2022 STPURWE Engineering Ad Hoc Committee– no report
- e. 2022 Legal Services Ad Hoc Committee – no report
- f. 2022 McInnis Marsh Ad Hoc Committee- no report

- g. 2022 Biosolids Ad Hoc Committee – no report
- h. Other Reports– verbal report - CASA Biosolids Committee meeting

**8. BOARD REQUESTS:**

- A. Board Meeting Attendance Requests – Ford requested to attend the WateReuse Conference in Atlanta, GA March 5-8, 2023.
- B. Board Agenda Item Requests – None.

**9. MISCELLANEOUS DISTRICT CORRESPONDENCE:**

Discussion ensued.

**10. ADJOURNMENT:**

**ACTION:**

Board approved (M/S Ford/Clark 4-0-0-0) the adjournment of the meeting at 5:29 p.m.

AYES: Clark, Ford, Murray and Yezman.

NOES: None.

ABSENT: None

ABSTAIN: None.

The next Board Meeting is scheduled for January 5, 2023 4 PM by Zoom Meeting at the District Office.

ATTEST:

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Teresa Lerch, Board Secretary

APPROVED:

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Craig K. Murray, Vice-President

Las Gallinas Valley Sanitation District  
Warrant List 1/05/2023 DRAFT

	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
1	1/5/2023	EFT1	ADP Payroll	147,181.10		147,181.10	12/30/2022 Payroll & Processing Charges
2	1/5/2023	N/A	Aramark Uniform Service	610.93		610.93	Uniform Laundry Service w/e 12/12 & 12/19
3	1/5/2023	ACH	Asaro, Anthony	300.00		300.00	Annual Boot Allowance
4	1/5/2023	N/A	AT&T	1,046.23		1,046.23	Phone Lines for Plant & Pump Stations. 12/7 - 1/6
5	1/5/2023	ACH	Austin, James	300.00		300.00	Annual Boot Allowance
6	1/5/2023	EFT2	Bank of Marin	27,723.45		27,723.45	Recycled Water Loan Payment-Jan
7	1/5/2023	EFT	Bank of Marin Cardmember Services	17,813.13		17,813.13	Credit Card Purchases - 11/4 - 12/5
8	1/5/2023	N/A	Banner Bank	13,960.06		13,960.06	STPURWE- Retention # 45
9	1/5/2023	ACH	Breakpoint Sales	203.05		203.05	Business Cards -Lerch
10	1/5/2023	N/A	Buchholz, Bob	300.00		300.00	Annual Boot Allowance
11	1/5/2023	ACH	Buckles-Smith	824.91		824.91	Variable Frequency Driver
12	1/5/2023	N/A	California Water Environment Association	202.00		202.00	Campbell Membership
13	1/5/2023	EFT	CalPERS 457	7,664.46		7,664.46	EE's Contribution to Deferred Comp. Paydate 12/16/2022
14	1/5/2023	EFT	CalPERS Retirement	22,661.48		22,661.48	EE & ER Payment to Retirement- Paydate 12/16/2022
15	1/5/2023	ACH	Caltest Laboratory	3,526.40		3,526.40	Outside Lab Testing
16	1/5/2023	ACH	Campbell, Chris	300.00		300.00	Annual Boot Allowance
17	1/5/2023	ACH	Cardenas, Manuel	300.00		300.00	Annual Boot Allowance
18	1/5/2023	N/A	Centricity GIS	9,675.00		9,675.00	Cityworks AMS Services Sept-Dec., Annual Renewal of Centricity Locates 811 Integration for Cityworks 2023
19	1/5/2023	N/A	Cintas	179.54		179.54	Safewasher & Filter Service
20	1/5/2023	N/A	Cintas Safety	131.12		131.12	Restock First Aid Kits
21	1/5/2023	N/A	Comet Building Maintenance	1,620.00		1,620.00	Janitorial Services- Dec
22	1/5/2023	ACH	Cook, Glenn	300.00		300.00	Annual Boot Allowance
23	1/5/2023	ACH	CPS HR	722.50		722.50	HR Consulting Services
24	1/5/2023	ACH	Data Instincts	3,917.50		3,917.50	Public Outreach Related to Secondary Treatment Project, Provide Public Awareness & Information
25	1/5/2023	EFT	Direct Dental	3,709.80		3,709.80	Dental Payments
26	1/5/2023	N/A	Environmental Science Associates	5,498.75		5,498.75	Flood Protection Plan for Biosolids Project
27	1/5/2023	N/A	Environmental Systems Research Institute	10,000.00		10,000.00	Annual Payment- Enterprise Agreement Fee Software & Maintenance
28	1/5/2023	N/A	Fernandes, Rob	300.00		300.00	Annual Boot Allowance
29	1/5/2023	ACH	Fishman Supply	520.11		520.11	Cups

**Las Gallinas Valley Sanitation District  
Warrant List 1/05/2023 DRAFT**

	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
30	1/5/2023	ACH	Franklin, Cole	300.00		300.00	Annual Boot Allowance
31	1/5/2023	N/A	Freyer & Laureta	19,115.50		19,115.50	Design of Terra Linda FM Access Structures, Misc. Electrical Upgrades
32	1/5/2023	ACH	GHD Consulting	21,912.90		21,912.90	Regional Composting Feasibility, Biosolids Research Project
33	1/5/2023	ACH	Gill, Chris	300.00		300.00	Annual Boot Allowance
34	1/5/2023	ACH	Golshani, Sahar	300.00		300.00	Annual Boot Allowance
35	1/5/2023	ACH	Grainger	753.63		753.63	Flowmeter, Misc. Supplies
36	1/5/2023	N/A	Hazen and Sawyer	20,337.50		20,337.50	Digester Room MCC-2 Upgrades, Collection System Hydraulic Model Development
37	1/5/2023	ACH	Huang, Irene	300.00		300.00	Annual Boot Allowance
38	1/5/2023	ACH	Inskeep, Steve	300.00		300.00	Annual Boot Allowance
39	1/5/2023	N/A	Jackson's Hardware	851.12		851.12	Misc. Supplies
40	1/5/2023	ACH	Kennedy Jenks Consulting	24,027.90		24,027.90	IWMP Phase 2
41	1/5/2023	ACH	Kleinfelder	1,544.01		1,544.01	STPURWE- Construction Inspections & Materials Testing
42	1/5/2023	ACH	Lewis, Kevin	300.00		300.00	Annual Boot Allowance
43	1/5/2023	N/A	Liebert Cassidy Whitmore	185.00		185.00	Legal Assistance- Reclassification of Represented Position
44	1/5/2023	N/A	Losselyong, Gary	112.00		112.00	Low-Income Sewer Rate Assistance Program
45	1/5/2023	ACH	Loveless, Ralph	300.00		300.00	Annual Boot Allowance
46	1/5/2023	N/A	Marin Ace	76.45		76.45	Two LED Flashlights
47	1/5/2023	N/A	McMaster-Carr	1,213.31		1,213.31	Misc. Bulk Items
48	1/5/2023	ACH	Moore, Don	300.00		300.00	Annual Boot Allowance
49	1/5/2023	N/A	Myers & Sons Construction	265,241.05		265,241.05	STPURWE- Construction Change Orders
50	1/5/2023	N/A	Operating Engineers	649.32		649.32	Unions Dues- Paydate 12/30/22
51	1/5/2023	ACH	Operational Technical Services	5,250.00		5,250.00	Temporary Lab Analyst
52	1/5/2023	ACH	Orion Protection Services	353.20		353.20	Nightly Patrol 300 Smith Ranch Rd.- Dec
53	1/5/2023	ACH	Paxton, Curtis	112.00		112.00	ACWA Conference Reimbursement
54	1/5/2023	N/A	Piazza Construction	741.99		741.99	Fuse Pipe
55	1/5/2023	N/A	Platt	3.75		3.75	Form Cover
56	1/5/2023	ACH	Polydyne	4,811.41		4,811.41	Clarifloc
57	1/5/2023	ACH	Regional Government Services	2,398.50		2,398.50	Contracted Financial Services for Nov
58	1/5/2023	N/A	ReinTech	350.00		350.00	Rc10 Satellite -Remote Access to Control Pivot Units- Annual Payment

Las Gallinas Valley Sanitation District Warrant List 1/05/2023 DRAFT							
	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items
59	1/5/2023	ACH	RelaDyne	2,769.71		2,769.71	Unleaded & Diesel Fuel
60	1/5/2023	ACH	Rogers, Norman	300.00		300.00	Annual Boot Allowance
61	1/5/2023	N/A	Ryser, Anita	112.00		112.00	Low-Income Sewer Rate Assistance Program
62	1/5/2023	N/A	Schroeder, William	112.00		112.00	Low-Income Sewer Rate Assistance Program
63	1/5/2023	EFT	Sunlife	3,283.33		3,283.33	EE's AD&D, Disability and Life Insurance-Jan
64	1/5/2023	ACH	Taverna, Anthony	300.00		300.00	Annual Boot Allowance
65	1/5/2023	ACH	Telstar Instruments	500.00		500.00	Smartcover Software Maintenance
66	1/5/2023	N/A	United Site Services	692.43		692.43	Porta Potty
67	1/5/2023	ACH	Univar	21,019.47		21,019.47	Sodium Bisulfite & Sodium Hypochlorite
68	1/5/2023	EFT	Vision Service Plan	498.87		498.87	Vision for January
69	1/5/2023	EFT	WEX Health	2,072.43		2,072.43	FSA Payments
70	1/5/2023	N/A	Woodland Center Auto Supply	229.32		229.32	Diesel Exhaust Fluid
71	1/5/2023	N/A	Zappetini	16,834.00		16,834.00	STPURWE- Safety Cable Install, Access Platforms for Bio-Wheels

Do not change any formulas below this line.

TOTAL \$ 702,655.62 \$ - \$ 702,655.62

EFT1	EFT1 = Payroll (Amount Required)	147,181.10	147,181.10	Approval: Finance GM Board
EFT2	EFT2 = Bank of Marin loan payments	27,723.45	27,723.45	
PC	Petty Cash Checking	0.00	0.00	
>1	Checks (Operating Account)	0.00	0.00	
N/A	Checks - Not issued	370,380.37	370,380.37	
EFT	EFT = Vendor initiated "pulls" from LGVSD	57,703.50	57,703.50	
ACH	ACH = LGVSD initiated "push" to Vendor	99,667.20	99,667.20	
Total		<u>\$ 702,655.62</u>	<u>\$ 702,655.62</u>	

Difference: \$ -

STPURWE Costs 297,579.12

10:55 AM

12/28/22

## Las Gallinas Valley Sanitary District Reconciliation Detail

6204 · Credit Card at Elan Financial, Period Ending 12/05/2022

Type	Date	Name	Memo	Amount	Balance
<b>Beginning Balance</b>					23,847.42
<b>Cleared Transactions</b>					
<b>Charges and Cash Advances - 104 items</b>					
Credit Card C...	11/04/2022	Amazon.com	Cylinder Rack GREG PEASE;	-581.21	-581.21
Credit Card C...	11/04/2022	IDEXX Distribution, Inc	Lab Supplies SAHAR GOLSHANI;	-103.34	-684.55
Credit Card C...	11/04/2022	Miscellaneous	Lunch Meeting CURTIS D PAXTON;	-43.16	-727.71
Credit Card C...	11/04/2022	Amazon.com	Office Supplies PAM AMATORI;	-29.71	-757.42
Credit Card C...	11/07/2022	CASA	Conference Registration CURTIS D P...	-625.00	-1,382.42
Credit Card C...	11/07/2022	Comcast	Business Internet AMY SCHULTZ;	-537.98	-1,920.40
Credit Card C...	11/07/2022	Hach Company	Lab Supplies SAHAR GOLSHANI;	-268.67	-2,189.07
Credit Card C...	11/07/2022	Miscellaneous	Hotel deposit or CASA Conf. CURTIS ...	-264.28	-2,453.35
Credit Card C...	11/07/2022	Amazon.com	Telescoping Poll SAHAR GOLSHANI;	-131.75	-2,585.10
Credit Card C...	11/07/2022	Power Industries, Inc.	Thickner Modifications DONALD E MO...	-130.84	-2,715.94
Credit Card C...	11/07/2022	Fastrak	Bridge Toll AMY SCHULTZ;	-25.00	-2,740.94
Credit Card C...	11/07/2022	Amazon.com	Office Supplies PAM AMATORI;	-11.13	-2,752.07
Credit Card C...	11/08/2022	California Water Enviro...	Job Posting AMY SCHULTZ;	-373.00	-3,125.07
Credit Card C...	11/08/2022	Terminix	Pest Control AMY SCHULTZ;	-193.00	-3,318.07
Credit Card C...	11/08/2022	Call Center Sales	After Hours Phone AMY SCHULTZ;	-46.03	-3,364.10
Credit Card C...	11/09/2022	Hach Company	Lab Supplies SAHAR GOLSHANI;	-322.73	-3,686.83
Credit Card C...	11/09/2022	Zoom	Online Meeting Software AMY SCHUL...	-133.99	-3,820.82
Credit Card C...	11/09/2022	Liebert Cassidy Whitm...	Training Class DALE MCDONALD;	-100.00	-3,920.82
Credit Card C...	11/09/2022	Craigslist	Job Posting AMY SCHULTZ;	-75.00	-3,995.82
Credit Card C...	11/09/2022	Amazon.com	Shipping Labels GREG PEASE;	-18.06	-4,013.88
Credit Card C...	11/10/2022	Hach Company	Lab Supplies SAHAR GOLSHANI;	-253.66	-4,267.54
Credit Card C...	11/10/2022	Miscellaneous	Hotel Board Secretary Conf. TERESA ...	-212.05	-4,479.59
Credit Card C...	11/10/2022	ReadyRefresh	Bottled Water Service AMY SCHULTZ;	-60.94	-4,540.53
Credit Card C...	11/10/2022	Amazon.com	Coffee SAHAR GOLSHANI;	-57.58	-4,598.11
Credit Card C...	11/10/2022	California Water Enviro...	Dinner Meeting R. Loveless SAHAR G...	-40.00	-4,638.11
Credit Card C...	11/10/2022	California Water Enviro...	Dinner Meeting J. Austin SAHAR GOL...	-40.00	-4,678.11
Credit Card C...	11/10/2022	California Water Enviro...	Dinner Meeting C. Cardenas SAHAR ...	-40.00	-4,718.11
Credit Card C...	11/10/2022	California Water Enviro...	Dinner Meeting C. Campbell SAHAR G...	-40.00	-4,758.11
Credit Card C...	11/10/2022	California Water Enviro...	Dinner Meeting N. Rogers SAHAR GO...	-40.00	-4,798.11
Credit Card C...	11/10/2022	Amazon.com	Grease Gun SAHAR GOLSHANI;	-33.22	-4,831.33
Credit Card C...	11/10/2022	ReadyRefresh	Bottled Water Service AMY SCHULTZ;	-27.97	-4,859.30
Credit Card C...	11/14/2022	Miscellaneous	Hotel Board Secretary Conf. TERESA ...	-428.10	-5,287.40
Credit Card C...	11/14/2022	Hach Company	Lab Supplies SAHAR GOLSHANI;	-390.29	-5,677.69
Credit Card C...	11/14/2022	Amazon.com	Drill Driver GREG PEASE;	-283.03	-5,960.72
Credit Card C...	11/14/2022	Miscellaneous	Car rental; Board Secretary Conf. 7TE...	-281.69	-6,242.41
Credit Card C...	11/14/2022	Hardy Diagnostics	Lab Supplies SAHAR GOLSHANI;	-244.39	-6,486.80
Credit Card C...	11/14/2022	Amazon.com	Gear Wrench, "Danger" Sign GREG P...	-211.96	-6,698.76
Credit Card C...	11/14/2022	Amazon.com	Wet/Dry Vacuum GREG PEASE;	-173.71	-6,872.47
Credit Card C...	11/14/2022	Starlink Internet	Alternate Internet @ Plant ROBERT M...	-110.00	-6,982.47
Credit Card C...	11/14/2022	Napa Valley Car Wash	Monthly Car Wash CURTIS D PAXTON;	-40.00	-7,022.47
Credit Card C...	11/14/2022	Chevron	Fuel Car Rental BSC TERESA LERCH;	-39.82	-7,062.29
Credit Card C...	11/14/2022	Sonic.net	Internet Site Provider AMY SCHULTZ;	-19.95	-7,082.24
Credit Card C...	11/14/2022	Zoom	Online Meeting Software AMY SCHUL...	-14.99	-7,097.23
Credit Card C...	11/15/2022	Hach Company	Lab Supplies SAHAR GOLSHANI;	-686.09	-7,783.32
Credit Card C...	11/15/2022	Miscellaneous	Parts for OPS SAHAR GOLSHANI;	-186.74	-7,970.06
Credit Card C...	11/15/2022	Restaurants - Specified	Bagels for All Hands Meeting PAM AM...	-65.46	-8,035.52
Credit Card C...	11/15/2022	The Weather Company	Weather App GREG PEASE;	-4.99	-8,040.51
Credit Card C...	11/16/2022	Miscellaneous	Drafting Software YI YING HUANG;	-400.00	-8,440.51
Credit Card C...	11/16/2022	Amazon.com	Electric Cooktop SAHAR GOLSHANI;	-65.54	-8,506.05
Credit Card C...	11/16/2022	Amazon.com	Lubricant SAHAR GOLSHANI;	-34.94	-8,540.99
Credit Card C...	11/16/2022	Amazon.com	USB Cable GREG PEASE;	-16.21	-8,557.20
Credit Card C...	11/17/2022	Hach Company	Lab Supplies SAHAR GOLSHANI;	-483.26	-9,040.46
Credit Card C...	11/17/2022	NNA Services	Notary E&O TERESA LERCH;	-98.00	-9,138.46
Credit Card C...	11/17/2022	California Water Enviro...	Advanced Primary Treatment Meeting ...	-40.00	-9,178.46
Credit Card C...	11/18/2022	Amazon.com	Color Printer SAHAR GOLSHANI;	-713.40	-9,891.86
Credit Card C...	11/18/2022	CSDA	Job Posting DALE MCDONALD;	-505.00	-10,396.86
Credit Card C...	11/18/2022	Amazon.com	Office Supplies PAM AMATORI;	-218.85	-10,615.71
Credit Card C...	11/18/2022	Amazon.com	Misc. Supplies ROBERT J BUCHHOL...	-130.67	-10,746.38
Credit Card C...	11/18/2022	Amazon.com	Office Supplies PAM AMATORI;	-55.24	-10,801.62
Credit Card C...	11/18/2022	Amazon.com	Office Supplies PAM AMATORI;	-20.68	-10,822.30
Credit Card C...	11/18/2022	Miscellaneous	District Vehicle Wash ROBERT M LIE...	-20.00	-10,842.30
Credit Card C...	11/21/2022	Amazon.com	PVC pipe Fittings GREG PEASE;	-153.30	-10,995.60
Credit Card C...	11/21/2022	Amazon.com	Black Toner SAHAR GOLSHANI;	-152.68	-11,148.28
Credit Card C...	11/21/2022	Craigslist	Job Posting DALE MCDONALD;	-75.00	-11,223.28
Credit Card C...	11/21/2022	Amazon.com	Prime Fee PAM AMATORI;	-16.38	-11,239.66

10:55 AM

12/28/22

## Las Gallinas Valley Sanitary District Reconciliation Detail

6204 · Credit Card at Elan Financial, Period Ending 12/05/2022

Type	Date	Name	Memo	Amount	Balance
Credit Card C...	11/21/2022	Safeway	Creamer TERESA LERCH;	-6.49	-11,246.15
Credit Card C...	11/22/2022	Amazon.com	Office Supplies PAM AMATORI;	-162.91	-11,409.06
Credit Card C...	11/22/2022	Home Depot	Seal Water Improvements DONALD E ...	-80.59	-11,489.65
Credit Card C...	11/22/2022	Amazon.com	Selfie Stick GREG PEASE;	-26.21	-11,515.86
Credit Card C...	11/22/2022	Amazon.com	Ball Bearing GREG PEASE;	-21.29	-11,537.15
Credit Card C...	11/23/2022	Fastrak	Violation Fees for tolls un paid PAM A...	-228.00	-11,765.15
Credit Card C...	11/23/2022	Hach Company	Lab Supplies SAHAR GOLSHANI;	-186.21	-11,951.36
Credit Card C...	11/23/2022	Fastrak	Violation Fees for tolls un paid PAM A...	-156.70	-12,108.06
Credit Card C...	11/23/2022	Amazon.com	Calendar TERESA LERCH;	-14.57	-12,122.63
Credit Card C...	11/23/2022	Amazon.com	Office Supplies YI YING HUANG;	-12.43	-12,135.06
Credit Card C...	11/25/2022	FLeetio	Vehicle Maint. Software GREG PEASE;	-192.00	-12,327.06
Credit Card C...	11/25/2022	ReadyRefresh	Bottled Water Service AMY SCHULTZ;	-63.93	-12,390.99
Credit Card C...	11/25/2022	Amazon.com	Calendar TERESA LERCH;	-22.71	-12,413.70
Credit Card C...	11/28/2022	McMaster-Carr	CL2 Injection Improvement ROBERT ...	-438.67	-12,852.37
Credit Card C...	11/28/2022	Comcast	Internet @ Vendola PS AMY SCHULTZ;	-255.82	-13,108.19
Credit Card C...	11/28/2022	Microsoft	Computer Licenses AMY SCHULTZ;	-16.26	-13,124.45
Credit Card C...	11/28/2022	Microsoft	Encrypted Emails AMY SCHULTZ;	-2.00	-13,126.45
Credit Card C...	11/29/2022	Miscellaneous	2nd Hypo Dose DONALD E MOORE;	-74.73	-13,201.18
Credit Card C...	11/29/2022	Miscellaneous	Parking for conference CURTIS D PAX...	-51.18	-13,252.36
Credit Card C...	11/30/2022	Hach Company	Sensor Cap Replacement SAHAR GO...	-1,580.75	-14,833.11
Credit Card C...	11/30/2022	American Floor Mats	Scraper Mats STEVEN INSKEEP;	-363.12	-15,196.23
Credit Card C...	11/30/2022	Hach Company	Flow Regulator SAHAR GOLSHANI;	-129.15	-15,325.38
Credit Card C...	11/30/2022	Miscellaneous	ACWA Conf. Uber CURTIS D PAXTON;	-58.62	-15,384.00
Credit Card C...	11/30/2022	Miscellaneous	Lunch Meeting CURTIS D PAXTON;	-51.67	-15,435.67
Credit Card C...	11/30/2022	Miscellaneous	ACWA Conf. Uber CURTIS D PAXTON;	-10.99	-15,446.66
Credit Card C...	12/01/2022	Miscellaneous	ACWA Conf. Uber CURTIS D PAXTON;	-12.92	-15,459.58
Credit Card C...	12/01/2022	Miscellaneous	ACWA Conf. Uber CURTIS D PAXTON;	-11.99	-15,471.57
Credit Card C...	12/01/2022	Miscellaneous	ACWA Conf Uber CURTIS D PAXTON;	-11.95	-15,483.52
Credit Card C...	12/02/2022	Regional Government ...	Supervisor Academy DONALD E MOO...	-950.00	-16,433.52
Credit Card C...	12/02/2022	NNA Services	Notary Class & Supplies TERESA LER...	-502.49	-16,936.01
Credit Card C...	12/02/2022	Thomas Fish Company	Trout SAHAR GOLSHANI;	-139.00	-17,075.01
Credit Card C...	12/02/2022	Hach Company	Lab Supplies SAHAR GOLSHANI;	-96.31	-17,171.32
Credit Card C...	12/02/2022	Treasury Software	ACH Software AMY SCHULTZ;	-39.95	-17,211.27
Credit Card C...	12/02/2022	County of Marin Audit...	Document Recording AMY SCHULTZ;	-25.50	-17,236.77
Credit Card C...	12/05/2022	Miscellaneous	Misc Supplies STEVEN INSKEEP;	-275.47	-17,512.24
Credit Card C...	12/05/2022	Amazon.com	Arc Mouse Pad MICHAEL P CORTEZ;	-109.24	-17,621.48
Credit Card C...	12/05/2022	Chevron	Fuel Dist. Vehicle GREG PEASE;	-90.01	-17,711.49
Credit Card C...	12/05/2022	Amazon.com	Arc Mouse Pad MICHAEL P CORTEZ;	-57.89	-17,769.38
Credit Card C...	12/05/2022	Miscellaneous	ACWA Conf. Lyft CURTIS D PAXTON;	-43.75	-17,813.13
Total Charges and Cash Advances				-17,813.13	-17,813.13
<b>Payments and Credits - 1 item</b>					
Bill	11/22/2022	Bank of Marin Cardme...	Credit card charges from 10/6 - 11/3	23,847.42	23,847.42
Total Cleared Transactions				6,034.29	6,034.29
Cleared Balance				-6,034.29	17,813.13
Register Balance as of 12/05/2022				-6,034.29	17,813.13
<b>Ending Balance</b>				<b>-6,034.29</b>	<b>17,813.13</b>



## BOARD MEMBER CONFERENCE/ MEETING/WEBINAR ATTENDANCE REQUEST

Date: 12/15 Name: RON FORD

I would like to attend the WATER REUSE 2023 Symposium Meeting  
of WATER REUSE

To be held on the 5<sup>th</sup> day of MARCH from ALL DAY a.m. / p.m. to  
8<sup>th</sup> day of MARCH from ALL DAY a.m. / p.m.

Location of meeting: MARRIOTT MARQUIS ATLANTA, GA.

Actual meeting date(s): 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup> (MARCH) 2023

Meeting Type: (In person/Webinar/Conference) IN PERSON

Purpose of Meeting: EDUCATION

Meeting relevance to District: UPDATES ON RECYCLING PROGRAMS.

Request assistance from Board Secretary to register for Conference: YES  NO

Board Directors to make their own Hotel Reservations and book their own transportation including air fare, taxi and/or shuttles.

Frequency of Meeting: \_\_\_\_\_

Estimated Costs of Travel (if applicable): \_\_\_\_\_

Date submitted to Board Secretary: \_\_\_\_\_

Board approval obtained on Date: \_\_\_\_\_

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.





**ORDER REGARDING PUBLICATION**

The Board of Directors finds that Ordinance 190, unanimously passed by the Board, was published in the Marin Independent Journal on November 30, 2022 and December 14, 2022 as required by the California Health and Safety Code and have been available for inspection at the District's offices and on its website. This Order constitutes conclusive evidence of compliance with requirements for publication and posting of this ordinance. This Order shall be posted at the following locations and are available for inspection at the District's office.

The Order shall be posted in the following locations in the District, as follows:

1. Las Gallinas Valley Sanitary District Administrative Office  
101 Lucas Valley Road, Suite 300  
San Rafael, California 94903
2. Las Gallinas Valley Sanitary District Web Site  
[www.lgvsd.org](http://www.lgvsd.org)

Signed this date at San Rafael, Marin County, California:

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Date

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Megan Clark, Board President

**Marin Independent Journal**

4000 Civic Center Drive, Suite 301  
San Rafael, CA 94903  
415-382-7335  
legals@marinij.com

2074259

LAS GALLINAS VALLEY SANITARY  
101 LUCAS VALLEY RD SUITE#300  
SAN RAFAEL, CA 94903

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

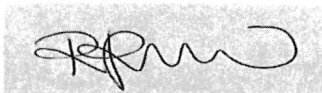
**STATE OF CALIFORNIA  
County of Marin**

I am a citizen of the United States and a resident of the County aforesaid: I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer of the MARIN INDEPENDENT JOURNAL, a newspaper of general circulation, printed and published daily in the County of Marin, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Marin, State of California, under date of FEBRUARY 7, 1955, CASE NUMBER 25566; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

**11/30/2022, 12/14/2022**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated this 16th day of December, 2022.



Signature

**PROOF OF PUBLICATION**

Legal No. **0006714728**

**NOTICE OF PUBLIC REVIEW HEARING TO  
DISCUSS  
PROPOSED ORDINANCE NO 190 TO AMEND  
GARBAGE COLLECTION RATES FOR 2023**

The Las Gallinas Valley Sanitary District will conduct a Public Hearing to discuss an ordinance amending Title 4, Chapter 1 of the Las Gallinas Valley Sanitary District Ordinance Code, an Ordinance Regulating Solid Waste, Recyclable and Organic Materials, and the Collection, Removal and Disposal Thereof, as amended, and relating to rates to be charged. This hearing will take place via Zoom electronic meeting at the District office at 101 Lucas Valley Road, Suite 300, San Rafael on Thursday, December 15, 2022 at 4:00 PM. The proposed ordinance can be viewed on the District's website at [www.lgvsd.org](http://www.lgvsd.org) or at the District office posted on the Public Notification Board in the front of the building at 101 Lucas Valley Road, East Lobby, San Rafael from November 21 to December 15, 2022. 6714728 November 30 & December 14, 2022



Item Number 3E

GM Review CP

# Agenda Summary Report

**To:** Board of Directors  
**From:** Teri Lerch, Executive Assistant/Board Secretary  
 (415) 526-1510; tlerch@lgvsd.org  
**Mtg. Date:** January 5, 2023  
**Re:** Approve Resolution 2023-2294 adopting revised Board Policies B-150 Memberships and O-10 Capital Asset Accounting Controls  
**Item Type:** Consent X Action \_\_\_\_\_ Information \_\_\_\_\_ Other \_\_\_\_\_  
**Standard Contract:** Yes \_\_\_\_\_ No \_\_\_\_\_ (See attached) Not Applicable X .

### STAFF RECOMMENDATION

Attached for approval is Resolution 2023-2294 updating Board Policies B-150 Memberships and O-10 Capital Asset Accounting Controls. Board suggested changes are shown in highlight (strikeout format) and clean copies are also provided.

### BACKGROUND

The Board has requested to review and update Board Policies.

### PREVIOUS BOARD ACTION

On December 15, 2022, Board reviewed Policies B-150 Memberships and O-10 Fixed Asset Accounting Controls with staff and requested it come back to the Board for approval.

### ENVIRONMENTAL REVIEW

N/A

### FISCAL IMPACT

N/A

**RESOLUTION NO. 2023-2294**

**A RESOLUTION APPROVING BOARD POLICY REVISIONS FOR B-150 MEMBERSHIPS AND O-10 CAPITAL ASSET ACCOUNTING CONTROLS**

**LAS GALLINAS VALLEY SANITARY DISTRICT**

**WHEREAS**, the Board of Directors (“Board”) has determined that a comprehensive list of Policies and Procedures for the Board is in the best interest of the District; and

**WHEREAS**, the Board has compiled a comprehensive list of Policies and Procedures to serve as the rules and regulations of the Board; and

**WHEREAS**, the Board did adopt such comprehensive list of Policies and Procedures on July 9, 2009; and

**WHEREAS**, such policies may need to be updated from time to time; and

**WHEREAS**, on December 15, 2022, the Board reviewed and suggested changes on Board Policies B-150 Memberships and O-10 Fixed Asset Accounting Controls; and

**NOW THEREFORE**, the Board of Directors of the Las Gallinas Valley Sanitary District approves the following revised policy sections: B-150 MEMBERSHIPS AND O-10 CAPITAL ASSET ACCOUNTING CONTROLS. The previously approved Board Policies B-150 and O-10 are hereby revoked and declared null and void.

If any policy or portion of a policy contained within the Policies and Procedures is in conflict with rules, regulations, or legislation having authority over the Las Gallinas Valley Sanitary District, said rules, regulations or legislation shall prevail.

The Policies and Procedures shall remain in effect until amended by at least a majority vote of the Board of Directors.

\* \* \* \* \*

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on the 5<sup>th</sup> day of January 2023, by the following vote of the members thereof:

- AYES, and in favor thereof Members:
- NOES, Members:
- ABSENT, Members:
- ABSTAIN, Members:

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Teresa Lerch, Board Secretary

APPROVED:

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Megan Clark, Board President

**B-150 MEMBERSHIPS**

**Purpose**

This policy sets forth the rules for membership in associations and establishes who may represent the District.

**B-150-10 Appropriate Memberships.** To take advantage of in-service training opportunities, the Board may hold membership in and attend meetings of national, state, and local associations directly related to the purposes and operations of the District. Decisions to continue, discontinue or add new memberships shall occur through Board Member attendance requests.

**B-150-20 Appointment of Representatives.** The President shall appoint Board Members as representatives and alternates, as appropriate, to serve as contacts between the District and the associations. The representatives and alternates shall report to the Board in a timely manner on their activities involving these associations.

**B-150-30 General Manager Memberships.** The President may designate the General Manager as the appropriate representative or alternate in connection with memberships in any association. The General Manager may designate those associations or industry specific leadership with which his/her association is necessary or desired.

<b>Resolution No. 2023-2294</b>	Date Approved: January 5, 2023
President of the Board	Last Reviewed: December 15, 2022

## OPERATIONS

### O-10 CAPITAL ASSET ACCOUNTING CONTROLS

#### Purpose

This policy establishes procedures for accounting controls, inventory of facilities and equipment, assignment of value, depreciation, and maintenance procedures.

**O-10-10 Accurate Financial Reports.** The purpose of this policy is to ensure proper accounting control resulting in the maintaining of accurate financial reports of capital assets.

**O-10-20 Report to Board.** An accounting of all capital assets shall be conducted on an annual basis.

**O-10-30 List of Purchases.** Applicable purchases for inclusion in said accounting shall be the following:

- Equipment, tools, and vehicles that individually have an original total cost basis of more than \$5,000 and a useful life greater than one year
- All land and building acquisitions regardless of price; and,
- Additions or major improvements to the District's service infrastructure.

**O-10-40 Recordkeeping.** Permanent inventory records shall be maintained in either a paper file or electronic (computer data base) format. Said records shall be updated whenever a change in the status of a particular capital asset occurs (e.g., original purchase, sale, destruction, loss, theft, etc.).

**O-10-50 Inventory Requirements.** Information to be maintained in said inventory records shall include at least the following:

- Asset number
- Description
- Manufacturer's serial number
- Storage location
- Original cost
- Acquisition date
- Life expectancy
- Classification code (e.g., office equipment, vehicle, etc.)

<b>Resolution No. 2023-2294</b>	Date Approved: January 5, 2023
President of the Board	Last Reviewed: December 15, 2022

**O-10-60 Administrative Policies and Procedures.** The General Manager and Administrative Services Manager shall develop internal capital asset policies and procedures necessary for establishing and maintaining internal controls to achieve the objectives of effective and efficient operations, reliable financial reporting, and compliance with laws and regulations.

<b>Resolution No. 2023-2294</b>	Date Approved: January 5, 2023
President of the Board	Last Reviewed: December 15, 2022



**B-150 MEMBERSHIPS**

**Purpose**

This policy sets forth the rules for membership in associations and establishes who may represent the District.

**B-150-10 Appropriate Memberships.** To take advantage of in-service training opportunities, the Board may hold membership in and attend meetings of national, state, and local associations directly related to the purposes and operations of the District. Decisions to continue, discontinue or add new memberships shall occur through ~~the annual budget process~~ Board Member attendance requests.

**B-150-20 Appointment of Representatives.** The President shall appoint Board Members as representatives and alternates, as appropriate, to serve as contacts between the District and the associations. The representatives and alternates shall report to the Board in a timely manner on their activities involving these associations.

**B-150-30 General Manager Memberships.** The President may designate the General Manager as the appropriate representative or alternate in connection with memberships in any association. The General Manager may designate those associations or industry specific leadership with which his/her association is necessary or desired.

<b>Resolution No. 2009-1872</b>	Date Approved: July 9, 2009
President of the Board	Supersedes: Last Reviewed:

## OPERATIONS

### O-10 FIXED-CAPITAL ASSET ACCOUNTING CONTROLS

#### Purpose

This policy establishes procedures for accounting controls, inventory of facilities and equipment, assignment of value, depreciation, and maintenance procedures.

**O-10-10 Accurate Financial Reports.** The purpose of this policy is to ensure proper accounting control resulting in the maintaining of accurate financial reports of fixed-capital assets.

**O-10-20 Report to Board.** An accounting of all fixed-capital assets shall be conducted on an annual basis.

**O-10-30 List of Purchases.** Applicable purchases for inclusion in said accounting shall be the following:

- Equipment, tools, and vehicles that individually have an original total cost basis of more than \$5,000 and a useful life greater than one year;
- All land and building acquisitions regardless of price; and,
- Additions or major improvements to the District's service infrastructure.

**O-10-40 Recordkeeping.** Permanent inventory records shall be maintained in either a paper file or electronic (computer data base) format. Said records shall be updated whenever a change in the status of a particular fixed-capital asset occurs (e.g., original purchase, sale, destruction, loss, theft, etc.).

**O-10-50 Inventory Requirements.** Information to be maintained in said inventory records shall include at least the following:

- Asset number
- Description
- Manufacturer's serial number
- Storage location
- Original cost
- Acquisition date
- Life expectancy
- Classification code (e.g., office equipment, vehicle, etc.)

<b>Resolution No. 2009-1872</b>	<b>Date Approved: July 9, 2009</b>
<b>President of the Board</b>	<b>Supersedes:</b> <b>Last Reviewed:</b>

**O-10-60 Administrative Policies and Procedures.** The General Manager and Administrative Services Manager shall develop internal capital asset policies and procedures necessary for establishing and maintaining internal controls to achieve the objectives of effective and efficient operations, reliable financial reporting, and compliance with laws and regulations.

<b>Resolution No. 2009-1872</b>	<b>Date Approved: July 9, 2009</b>
<b>President of the Board</b>	<b>Supersedes: Last Reviewed:</b>

**1/5/2023**

**General Manager Report**

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation



Item Number 4.2  
GM Review CP

# Agenda Summary Report

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To: Board of Directors  
From: Teri Lerch, Executive Assistant/Board Secretary  
(415) 526-1510; tlerch@lgsd.org  
Mtg. Date: January 5, 2023  
Re: Remote Meetings update and Board Policy Review of B-140 Board Meetings  
Item Type: Consent \_\_\_\_\_ Action \_\_\_\_\_ Information X Other \_\_\_\_\_.  
Standard Contract: Yes \_\_\_\_\_ No \_\_\_\_\_ (See attached) Not Applicable X .

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## STAFF RECOMMENDATION

Attached for information and Board review is current Board Policy B-140 Board Meetings. District Counsel has also reviewed these policies and included a Memorandum to the Board dated January 5, 2023.

## BACKGROUND

The Board has requested to review and update Board Policy.

Board reviewed Board Policy B-140 on November 17, 2022, and asked that it be brought back for review with the Remote Meetings discussion. Also enclosed for information only are Ordinances 179 and 184.

For clarity, original policy B-140 is included with Draft Policy B-140 suggested changes highlighted in yellow, and deletions/additions shown in red. Staff will receive comments on the subject policies at the meeting and through January 11, 2023.

Comments received will be incorporated or addressed prior to bringing back these policies to the Board for approval at the next Board meeting.

## PREVIOUS BOARD ACTION

None

## ENVIRONMENTAL REVIEW

N/A

## FISCAL IMPACT

N/A

**B-140 BOARD MEETINGS**

**Purpose**

This policy sets forth the rules for the conduct of Board meetings.

**B-140-10 Regular Meetings.** Regular meetings of the Board shall be held on the First and Third Thursday of each month, begin at 4:030 p.m., and held at the District Office. By at least a 3/5ths majority vote, the Board may approve a change of the date and/or time of a Regular Meeting. If less than all five members of the Board of Directors are present to vote on the proposed change of the Regular Meeting date and/or time, then the vote approving the change must be by at least three (3) members of the Board. A notice of the change of the date and/or time of the Regular Meeting shall be posted at least two (2) weeks prior to the changed Regular Meeting in a location that is freely accessible to members of the public and in the same manner as for the publishing of the Agenda for a Regular Meeting.

**B-140-20 Special Meetings.** A special meeting of the Board may be called as needed by the Board President or by a majority of the Board. A written notice of the special meeting, specifying the time and place of the meeting and the business to be transacted or discussed, shall be delivered at least 24 hours prior to the meeting to Board Members. Newspapers of general circulation in the District, radio stations and television stations, organizations, citizens and property owners who have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by a mailing unless the special meeting is called less than one week in advance, in which case notice, including business to be transacted, will be given by telephone during business hours as soon after the meeting is scheduled as practicable. No other business shall be considered or discussed at these meetings. The Board may meet in closed session during a special meeting.

**B-140-30 Emergency Meeting.** In the case of an emergency situation requiring prompt action due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement. "Emergency situation" means any of the following:

- (a) An emergency, defined as a Work-work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the Board, and
- (b) A dire emergency defined as a Crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board to provide a one-hour notice before holding an emergency meeting may endanger the severely impairs public health, safety, or both, as determined by a majority of the members of the Board.

In the event of an "Emergency situation", where prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice posting requirements. However, each local newspaper of general circulation and radio or television station which has requested notice of special

**B-140-140 Attendance.** Board Members shall attend all meetings of the Board unless there is a good cause for absence. Board Members shall thoroughly prepare themselves to discuss agenda items. All materials pertaining to the Board shall be channeled through the District Manager for distribution to all Board members.

**B-140-150 Action Items.** Board actions shall include, but are not limited to, adoption or rejection of regulations or policies, resolutions, ordinances, contracts or expenditures, any proposal that commits District funds or facilities, matters that require or may require the District or its employees to take action and /or provide services.

**B-140-160 Action by Consensus.** The Board by consensus and without formal action may give directions or instructions to the General Manager. The President shall determine if a Board consensus has been reached. Should any two Board Members challenge the President's determination of consensus, a voice vote shall be taken. A formal motion may be made to place a disputed directive on a future Board agenda or to take some other action, such as referring the matter to the General Manager for review and recommendation.

**B-140-170 Limits on Consensus.** Informal action by consensus constitutes Board action and shall only be taken on agenda items.

**B-140-180 Open-Meeting Law.** Under provisions of California's Ralph M. Brown Act (California Government Code §54950 through §54926) open-meeting law, all meetings of the Board are open to the public except for closed sessions, which are held to consider personnel matters, pending litigation, labor negotiations, land acquisitions or other matters provided for by law. A majority of the board shall not discuss nor reach consensus on any matter under the jurisdiction of the District except at a legal meeting of the Board. The Board fully supports the letter and spirit of the open-meeting law and the public's right to view the public's business in open session.

**B-140-190 Recording Vote.** Except where action is by unanimous vote of all members present and voting, the ayes and noes shall be taken on all actions.

**B-140-200 Remote or Hybrid Meetings.** The Board may choose to conduct meetings remotely, via teleconference or conduct hybrid meetings involving a mixture of in-person and remote attendees, as allowed by state law.

<b>Resolution No. 2019-2160</b>	<b>Date Approved: April 11, 2019</b>
<b>President of the Board</b>	<b>Supersedes: Last Reviewed</b>

meetings shall be notified one (1) hour prior to the emergency meeting or (2) in the case of a "dire emergency" at or near the time that the Board President notifies the other members of the Board of the emergency meeting. This notice shall be by telephone and all telephone numbers provided by each newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements shall be deemed waived, and the District shall notify those newspapers, radio, or television stations of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

The Board shall not meet in closed session during an emergency meeting, except pursuant to Gov. Code § 54956 (Closed sessions: personnel matters), if agreed to by a two-thirds vote of Board members present, or, if less than two-third of the Board are present, then by a unanimous vote of the Board members present. All special meeting requirements are applicable to emergency meetings, except the 24-hour notice requirement.

The minutes of emergency meetings, a list of persons the District notified or attempted to notify, a copy of the roll call vote, and any actions shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible

**B-140-40 Closed Sessions.** Closed sessions of the Board of Director shall be held in cases where the business of the Board of Directors meets the criteria set forth the Ralph M. Brown Act (California Government Code §54950 through §54926) and only when those criteria are met (such as litigation or potential litigation or litigation settlements, labor agreements, real estate negotiations, or employment status of public employees matters). No business other than those announced on the public agenda may be discussed in the closed session.

**B-140-50 Public Testimony.** The Board may take public testimony at regular and special meetings of the Board on matters that are not on the agenda, but the Board shall not discuss or take action on such matters at that meeting except in the following circumstances:

- 1) An emergency situation is declared by the majority vote of the Board.
- 2) A need to take immediate action on a matter that arises after the agenda is posted is declared by a two-thirds vote of the Boards, or unanimous if less than two-thirds of the Board is present.
- 3) An item on a posted agenda for a prior meeting of the Board is continued from a Regular Board meeting held not more than five (5) days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

The General Manager shall ensure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.



**B-140-60 Rules of Order.** Board meetings shall be conducted by the Board President in a manner consistent with Board policies, the Ralph M. Brown Act (California Government Code §54950 through §54926) and Robert's Rules of Order as directed by District Counsel.

**B-140-70 Agenda.** Board meetings shall begin at the time stated on the agenda and shall be guided by the agenda. The President shall have the authority to change the order of the agenda.

**B-140-80 Board Member Roles.** The Board within its legal limits has unrestricted authority. The conduct of Board meetings shall allow Board Members to: (1) consider problems to be solved, weigh evidence, and make wise decisions, and (2) receive, consider, and take action on reports of District operations.

**B-140-90 Quorum Required.** Individual Board Members or a group of Board Members representing less than a quorum of the Board at a legal meeting of the Board shall not take any action or make any representation that results in: (1) the budgeting or expending of District funds, (2) the establishing of any procedures or making policy, or (3) the taking of any action on behalf of the Board without first obtaining the Board's approval at a legal meeting of the Board.

**B-140-100 Majority Vote.** Action can only be taken by a majority vote of the Board. Three (3) Board Members constitute a quorum required to conduct business. When only a quorum is present, all three votes must be unanimous to take action.

**B-140-110 Abstentions.** A Board member abstaining in a vote is considered as absent for that vote. Thus, an abstention when only a quorum is present prevents the Board from taking action. Similarly, two abstentions with all Board Members present on matters requiring a two-thirds vote automatically defeats the motion.

**B-140-120 Rules for Speakers.** The public shall be allowed to address the Board regarding agenda items and any other matter within the jurisdiction of the District. The Board President shall determine the appropriate place or places in the agenda for such public testimony and shall have the authority to set equal time limits on speakers. Speakers are requested to follow the Rules for the Conduct of Business at Meetings of the Board of Directors of the Las Gallinas Valley Sanitary District and are requested to fill out a Request to Speak Form, copies of which are attached here to as Exhibit B140-120A.

**B-140-130 Maintaining Order.** No person shall be allowed to disrupt the meeting. The Board President shall have the authority to bar disruptive persons from giving public testimony or to order their removal from the Board Room. Any necessary and reasonable actions may be taken by the President to maintain order and allow the meeting to continue.

<b>Resolution No. 2019-2160</b>	<b>Date Approved: April 11, 2019</b>
<b>President of the Board</b>	<b>Supersedes: Last Reviewed</b>

**B-140-140 Attendance.** Board Members shall attend all meetings of the Board unless there is a good cause for absence. Board Members shall thoroughly prepare themselves to discuss agenda items. All materials pertaining to the Board shall be channeled through the District Manager for distribution to all Board members.

**B-140-150 Action Items.** Board actions shall include, but are not limited to, adoption or rejection of regulations or policies, resolutions, ordinances, contracts or expenditures, any proposal that commits District funds or facilities, matters that require or may require the District or its employees to take action and /or provide services.

**B-140-160 Action by Consensus.** The Board by consensus and without formal action may give directions or instructions to the General Manager. The President shall determine if a Board consensus has been reached. Should any two Board Members challenge the President's determination of consensus, a voice vote shall be taken. A formal motion may be made to place a disputed directive on a future Board agenda or to take some other action, such as referring the matter to the General Manager for review and recommendation.

**B-140-170 Limits on Consensus.** Informal action by consensus constitutes Board action and shall only be taken on agenda items.

**B-140-180 Open-Meeting Law.** Under provisions of California's Ralph M. Brown Act (California Government Code §54950 through §54926) open-meeting law, all meetings of the Board are open to the public except for closed sessions, which are held to consider personnel matters, pending litigation, labor negotiations, land acquisitions or other matters provided for by law. A majority of the board shall not discuss nor reach consensus on any matter under the jurisdiction of the District except at a legal meeting of the Board. The Board fully supports the letter and spirit of the open-meeting law and the public's right to view the public's business in open session.

**B-140-190 Recording Vote.** Except where action is by unanimous vote of all members present and voting, the ayes and noes shall be taken on all actions.

**B-140-200 Remote or Hybrid Meetings.** The Board may choose to conduct meetings remotely, via teleconference or conduct hybrid meetings involving a mixture of in-person and remote attendees, as allowed by state law.

<b>Resolution No. 2019-2160</b>	<b>Date Approved: April 11, 2019</b>
<b>President of the Board</b>	<b>Supersedes: Last Reviewed</b>

**B-140 BOARD MEETINGS****Purpose**

This policy sets forth the rules for the conduct of Board meetings.

**B-140-10 Regular Meetings.** Regular meetings of the Board shall be held on the First and Third Thursday of each month, begin at 4:30 p.m., and held at the District Office. By at least a 3/5ths majority vote, the Board may approve a change of the date and/or time of a Regular Meeting. If less than all five members of the Board of Directors are present to vote on the proposed change of the Regular Meeting date and/or time, then the vote approving the change must be by at least three (3) members of the Board. A notice of the change of the date and/or time of the Regular Meeting shall be posted at least two (2) weeks prior to the changed Regular Meeting in a location that is freely accessible to members of the public and in the same manner as for the publishing of the Agenda for a Regular Meeting.

**B-140-20 Special Meetings.** A special meeting of the Board may be called as needed by the Board President or by a majority of the Board. A written notice of the special meeting, specifying the time and place of the meeting and the business to be transacted or discussed, shall be delivered at least 24 hours prior to the meeting to Board Members. Newspapers of general circulation in the District, radio stations and television stations, organizations, citizens and property owners who have requested notice of special meetings in accordance with the Ralph M. Brown Act (California Government Code §54950 through §54926) shall be notified by a mailing unless the special meeting is called less than one week in advance, in which case notice, including business to be transacted, will be given by telephone during business hours as soon after the meeting is scheduled as practicable. No other business shall be considered or discussed at these meetings. The Board may meet in closed session during a special meeting.

**B-140-30 Emergency Meeting.** In the case of an emergency situation requiring prompt action due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement. "Emergency situation" means any of the following:

- (a) Work stoppage or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the Board, and
- (b) Crippling disaster that severely impairs public health, safety, or both, as determined by a majority of the members of the Board.

However, each local newspaper of general circulation and radio or television station which has requested notice of special meetings shall be notified one (1) hour prior to the emergency meeting by telephone and all telephone numbers provided by each newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements shall be deemed waived, and the District shall notify those newspapers, radio, or television stations of the holding of the emergency meeting, the purpose, and any action taken at the meeting as soon after the meeting as possible.

The Board shall not meet in closed session during an emergency meeting. All special meeting requirements are applicable to emergency meetings, except the 24-hour notice requirement.

The minutes of emergency meetings, a list of persons the District notified or attempted to notify, a copy of the roll call vote, and any actions shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible

**B-140-40 Closed Sessions.** Closed sessions of the Board of Director shall be held in cases where the business of the Board of Directors meets the criteria set forth the Ralph M. Brown Act (California Government Code §54950 through §54926) and only when those criteria are met (such as litigation or potential litigation or litigation settlements, labor agreements, real estate negotiations, or employment status of public employees matters). No business other than those announced on the public agenda may be discussed in the closed session.

**B-140-50 Public Testimony.** The Board may take public testimony at regular and special meetings of the Board on matters that are not on the agenda, but the Board shall not discuss or take action on such matters at that meeting except in the following circumstances:

- 1) An emergency situation is declared by the majority vote of the Board.
- 2) A need to take immediate action on a matter that arises after the agenda is posted is declared by a two-thirds vote of the Boards, or unanimous if less than two-thirds of the Board is present.
- 3) An item on a posted agenda is continued from a Regular Board meeting held not more than five (5) days prior.

The General Manager shall ensure that appropriate information is available for the audience at meetings of the Board of Directors, and that physical facilities for said meetings are functional and appropriate.

**B-140-60 Rules of Order.** Board meetings shall be conducted by the Board President in a manner consistent with Board policies, the Ralph M. Brown Act (California Government Code §54950 through §54926) and Robert's Rules of Order as directed by District Counsel.

**B-140-70 Agenda.** Board meetings shall begin at the time stated on the agenda and shall be guided by the agenda. The President shall have the authority to change the order of the agenda.

**B-140-80 Board Member Roles.** The Board within its legal limits has unrestricted authority. The conduct of Board meetings shall allow Board Members to: (1) consider problems to be solved, weigh evidence, and make wise decisions, and (2) receive, consider, and take action on reports of District operations.

**B-140-90 Quorum Required.** Individual Board Members or a group of Board Members representing less than a quorum of the Board at a legal meeting of the Board shall not take any action or make any representation that results in: (1) the budgeting or expending of District

funds, (2) the establishing of any procedures or making policy, or (3) the taking of any action on behalf of the Board without first obtaining the Board’s approval at a legal meeting of the Board.

**B-140-100 Majority Vote.** Action can only be taken by a majority vote of the Board. Three (3) Board Members constitute a quorum required to conduct business. When only a quorum is present, all three votes must be unanimous to take action.

**B-140-110 Abstentions.** A Board member abstaining in a vote is considered as absent for that vote. Thus, an abstention when only a quorum is present prevents the Board from taking action. Similarly, two abstentions with all Board Members present on matters requiring a two-thirds vote automatically defeats the motion.

**B-140-120 Rules for Speakers.** The public shall be allowed to address the Board regarding agenda items and any other matter within the jurisdiction of the District. The Board President shall determine the appropriate place or places in the agenda for such public testimony and shall have the authority to set equal time limits on speakers. Speakers are requested to follow the Rules for the Conduct of Business at Meetings of the Board of Directors of the Las Gallinas Valley Sanitary District and are requested to fill out a Request to Speak Form, copies of which are attached here to as Exhibit B140-120A.

**B-140-130 Maintaining Order.** No person shall be allowed to disrupt the meeting. The Board President shall have the authority to bar disruptive persons from giving public testimony or to order their removal from the Board Room. Any necessary and reasonable actions may be taken by the President to maintain order and allow the meeting to continue.

**B-140-140 Attendance.** Board Members shall attend all meetings of the Board unless there is a good cause for absence. Board Members shall thoroughly prepare themselves to discuss agenda items. All materials pertaining to the Board shall be channeled through the District Manager for distribution to all Board members.

**B-140-150 Action Items.** Board actions shall include, but are not limited to, adoption or rejection of regulations or policies, resolutions, ordinances, contracts or expenditures, any proposal that commits District funds or facilities, matters that require or may require the District or its employees to take action and /or provide services.

**B-140-160 Action by Consensus.** The Board by consensus and without formal action may give directions or instructions to the General Manager. The President shall determine if a Board consensus has been reached. Should any two Board Members challenge the President's determination of consensus, a voice vote shall be taken. A formal motion may be made to place a disputed directive on a future Board agenda or to take some other action, such as referring the matter to the General Manager for review and recommendation.

<b>Resolution No. 2009-1872</b>	Date Approved: July 9, 2009
President of the Board	Supersedes:

**B-140-170 Limits on Consensus.** Informal action by consensus constitutes Board action and shall only be taken on agenda items.

**B-140-180 Open-Meeting Law.** Under provisions of California's Ralph M. Brown Act (California Government Code §54950 through §54926) open-meeting law, all meetings of the Board are open to the public except for closed sessions, which are held to consider personnel matters, pending litigation, labor negotiations, land acquisitions or other matters provided for by law. A majority of the board shall not discuss nor reach consensus on any matter under the jurisdiction of the District except at a legal meeting of the Board. The Board fully supports the letter and spirit of the open-meeting law and the public's right to view the public's business in open session.

**B-140-190 Recording Vote.** Except where action is by unanimous vote of all members present and voting, the ayes and noes shall be taken on all actions.

<b>Resolution No. 2009-1872</b>	Date Approved: July 9, 2009
President of the Board	Supersedes:

**BOARD OF DIRECTORS OF THE  
LAS GALLINAS VALLEY SANITARY DISTRICT**

**ORDINANCE 179**

**AN ORDINANCE OF AMENDING TITLE 1, CHAPTER 2 OF THE  
ORDINANCE CODE OF THE LAS GALLINAS VALLEY SANITARY DISTRICT  
TIME AND PLACE FOR REGULAR MEETINGS**

The Board of Directors of the Las Gallinas Valley Sanitary District, Marin County, California, does ordain as follows:

**ARTICLE I.**

The contents of Title 1, Chapter 2, Time and Place for Regular Meetings, Article I, Meetings, Sections 103 and 104, Meeting Place and District Office, respectively, are amended to read as follows:

**“ARTICLE I. MEETINGS**

Section 103. Meeting Place. All meetings of the Board shall be held in the Las Gallinas Valley Sanitary District Office’s Boardroom, located at 101 Lucas Valley Road, Suite 300, San Rafael, CA. 94903, unless they shall adjourn to or fix another place of meeting, in a notice to be given thereof, or unless prevented by flood, fire or other disaster.

Section 104. District Office. The office of the District is hereby fixed and established at the Las Gallinas Valley Sanitary District Office, located at 101 Lucas Valley Road, Suite 300, San Rafael, CA. 94903, in said District.

The contents of Title 1, Chapter 2, Time and Place for Regular Meetings, Article III, Mailing Address, is amended to read as follows:

**“ARTICLE III. MAILING ADDRESS.** The official mailing address of said District is hereby established as 101 Lucas Valley Road, Suite 300, San Rafael, CA. 94903.”


ARTICLE 2. ADOPTION AND NOTIFICATION


This Ordinance shall take effect and be in force either seven (7) days from the date of its passage and publication or as of December 1, 2019, whichever is later. The Ordinance or a summary of it shall be published once, with the names of the members of the Board of Directors of the Las Gallinas Valley Sanitary District of Marin County, California, voting for and against the same in the Marin Independent Journal, a newspaper of general circulation published in the County of Marin. A certified copy of the full text of the proposed regulation or ordinance or proposed amendment to same shall be posted in the office of the clerk of the board, along with the names of those board members voting for and against the ordinance.

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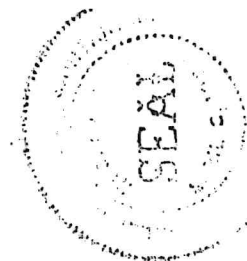
I hereby certify that the foregoing is a full, true and correct copy of the Ordinance duly and regularly passed and adopted by the Board of Directors of the Las Gallinas Valley Sanitary District of Marin County, California, at a meeting hereof held on November 21, 2019, by the following vote of members thereof:

AYES: Clark, Elias, Murray, Schridman, Yerman  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

  
\_\_\_\_\_  
Teresa Lerch, District Secretary  
Las Gallinas Valley Sanitary District

APPROVED:   
\_\_\_\_\_  
Craig Murray, Board President

(seal)





**BOARD OF DIRECTORS OF THE  
LAS GALLINAS VALLEY SANITARY DISTRICT**

**ORDINANCE 184**

**AN ORDINANCE OF AMENDING TITLE 1, CHAPTER 2 OF THE  
ORDINANCE CODE OF THE LAS GALLINAS VALLEY SANITARY DISTRICT  
TIME AND PLACE FOR REGULAR MEETINGS**

The Board of Directors of the Las Gallinas Valley Sanitary District, Marin County, California, does ordain as follows:

**ARTICLE I.**

The contents of Title 1, Chapter 2, Time and Place for Regular Meetings, Article I, Meetings, Section 101 and 102, Regular Meetings and Special Meetings, respectively, are amended to read as follows:

**"ARTICLE I. MEETINGS**

Section 101. Regular Meetings. The Regular Meetings of the Las Gallinas Valley Sanitary District shall be held on the first and third Thursdays of each and every calendar month starting at 3:30 pm.

(a) Closed Sessions of Regular Meetings of the Board of Directors shall be held on the same date as a scheduled Regular Meeting. A Closed Session may be scheduled at any time during the Regular Meeting.

(b) By at least a 3/5ths majority vote, the Board may approve a change of the date and/or time of a Regular Meeting. If less than all five members of the Board of Directors are present to vote on the proposed change of the Regular Meeting date and/or time, then the vote approving the change must be by at least three (3) members of the Board. A notice of the change of the date and/or time of the Regular Meeting shall be posted at least two (2) weeks prior to the changed Regular Meeting in a location that is

freely accessible to members of the public and in the same manner as for the publishing of the Agenda for a Regular Meeting.

Section 102. Special Meetings. Special meetings of the Board of Directors shall be held upon the call of the President of said Board, or of a majority of the members thereof, by delivering personally or by mail written notice to each member and to each local newspaper of general circulation, radio or television station requesting notice in writing. Such notice must be given not less than twenty-four (24) hours before the time fixed for the proposed meeting and shall specify the time and place of the special meeting and the business to be transacted. The notice required hereunder may be dispensed with as to any member who, prior to the time the meeting convenes, filed with the Secretary a written waiver of notice which said waiver may be given by fax and/or email. The attendance at such meeting by any member at the time it convenes shall constitute a waiver of the provisions herein for notice to the member.

(a) Closed Sessions of Special Meetings of the Board of Directors shall be held on the same date as a scheduled Special Meeting. A Closed Session may be scheduled at any time during the Special Meeting.

## ARTICLE 2. ADOPTION AND NOTIFICATION

This Ordinance shall take effect and be in force either seven (7) days from the date of its passage and publication or as of August 14, 2020, whichever is later. The Ordinance or a summary of it shall be published once, with the names of the members of the Board of Directors of the Las Gallinas Valley Sanitary District of Marin County, California, voting for and against the same in the Marin Independent Journal, a newspaper of general circulation published in the County of Marin. A certified copy of the full text of the proposed regulation or ordinance or proposed amendment to same shall be posted in the office of the clerk of the board, along with the names of those board members voting for and against the ordinance.

\*\*\*\*\*


I hereby certify that the foregoing is a full, true and correct copy of the Ordinance duly and regularly passed and adopted by the Board of Directors of the Las Gallinas Valley Sanitary District of Marin County, California, at a meeting hereof held on August 6, 2020 by the following vote of members thereof:

AYES: Clark, Elias, Murray, Schriekman, Yezman  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.



Teresa Lerch, District Secretary  
Las Gallinas Valley Sanitary District

APPROVED:



Rabi Elias, Board President

(seal)



# MEMORANDUM

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**TO:** Board of Directors, Las Gallinas Sanitary District

**FROM:** David J. Byers/Patrick M.K. Richardson, General Counsel

**DATE:** January 5, 2023

**SUBJECT:** Recent legislation re the Brown Act – Remote/Video Conferencing  
[Return to In-Person Board Meetings/Procedures for Individual Board  
Member Exceptions]

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Prior to the pandemic local agencies in California hosted public meetings in specified locations where the public and Board Members could attend. There is a provision in the Brown Act which does allow a Board member to teleconference into a meeting and while some local agencies did use that process for traveling Board Members. This has been sparingly used by Board members in the past. The pandemic prevented the traditional in person public hearing so the legislature enacted AB 361 which allows the Zoom meetings to which we have become accustomed.

While AB 361 doesn't expire until January 1, 2024, the state of emergency signed by the Governor which authorizes this process expires on February 28, 2023. Recently the legislature passed AB 2449 which liberalized the previous teleconference provisions employed before the pandemic.

AB 2449 amends the Brown Act, specifically Gov. Code § 54953 (“Meetings to be open and public; attendance; teleconferencing”) to provide an additional procedure for members of legislative bodies to attend public meetings remotely. It will become effective on January 1, 2023.

Under this new law, members of a legislative body may attend public meetings remotely without identifying their teleconference site on the agency's agenda or ensuring it is accessible to the public if the procedures below are followed.

As long as a quorum of the legislative body participates in person from a physical location open to the public, the remaining agency members can participate remotely in two situations:

1. Just Cause:

*Just cause* is defined as any one of the following:

- childcare or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely;

- a contagious illness that prevents a member from attending in person;
- a need related to a physical or mental disability; or
- travel while on business of the legislative body or another state or local agency.

*Notification Requirement:* In order to participate remotely under the *just cause* provisions, the member must notify the legislative body at the earliest possible opportunity, including at the start of a meeting, of their need to participate remotely and provide a general description of the circumstances related to one of the four items above.

A member may only participate remotely under the *just cause* provisions up to two meetings per calendar year.

## 2. Emergency Circumstances:

*Emergency circumstances* means a physical or family medical emergency that prevents a member from attending in person.

In order to participate remotely under the *emergency circumstances* provisions, the member must request that the legislative body allow them to participate in the meeting remotely because of emergency circumstances and the legislative body must take action to approve the request.

*Notification Requirement:* A member must make a request to participate remotely under the *emergency circumstances* provisions as soon as possible. The legislative body may take action on this request at the earliest opportunity. If the request does not allow sufficient time to place it on the agenda for the meeting for which the request is made, the legislative body may take action on the request at the beginning of the meeting by majority vote.

The legislative body must request a general description of the circumstances relating to the member's need to appear remotely. This description does not have to be more than 20 words and the member does not have to disclose any personal medical information.

### Additional Rules if Members Participate Remotely:

If agency members participate remotely under this new law for either the *just cause* or *emergency circumstances* situations described above then the following rules apply:

- The legislative body must provide a way for the public to remotely hear, visually observe, and remotely address the legislative body, either by a two-way audiovisual platform or a two-way telephonic service and a live webcasting of the meeting.
- The legislative body must provide notice of how the public can access the meeting and offer comments.

- The agenda must identify and include an opportunity for the public to attend and directly address the legislative body through a call-in option, an internet-based service option, and in-person at the location of the meeting.
- The body cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment.
- If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved.
- The legislative body must implement a procedure for receiving and resolving requests for reasonable accommodations for individuals with disabilities, and must give notice of these procedures.
- Members participating remotely must participate through both audio and visual technology.
- Members participating remotely must publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member and the general nature of the member’s relationship with the individual.
- A member may not participate in meetings solely by teleconference under this law for more than three consecutive months or 20% of the regular meetings for the public agency within a calendar year. If the legislative body regularly meets less than 10 times a year, a member may not participate remotely for more than two meetings.

Legislative bodies may still meet via teleconference by following the traditional Brown Act rules of identifying the teleconference site on the agency’s agenda and ensuring it is accessible for the public to attend.

As one can see AB 2449 requires specific showings to allow remote hearings and it may not provide any advantage to the District’s Board. The practical application of AB 2449 is appropriate only in limited cases and for individual board members as opposed to the entire Board.

Regardless of any specific use by a Board member of the remote/video conference options available under the Brown Act, after February 28, 2023, the Board will be required to return to regular in-person Board meetings (a la pre-pandemic).



Item Number \_\_\_\_\_ 5 \_\_\_\_\_

GM Review \_\_\_\_\_ CP \_\_\_\_\_

# Agenda Summary Report

**To:** Board of Directors  
**From:** Michael P. Cortez, PE, District Engineer  
 (415) 526-1518; [mcortez@lqvsd.org](mailto:mcortez@lqvsd.org)  
**Mtg. Date:** January 5, 2023  
**Re:** Approve Resolution 2023-2295 for Energy Services Agreement with ForeFront Power  
**Item Type:** Consent  Action \_\_\_\_\_ Information \_\_\_\_\_ Other \_\_\_\_\_  
**Standard Contract:** Yes \_\_\_\_\_ No \_\_\_\_\_ (See attached) Not Applicable

## STAFF RECOMMENDATION

Attached for approval is Resolution 2023-2295 for the Energy Services Agreement (Power Purchase Agreement) with FFP BTM SOLAR, LLC (D.B.A. ForeFront Power) for the upgrade of the existing 588kW solar photovoltaic system to ~1 megawatt in accordance with Government Code Sections 4217.10 to 4217.18.

## BACKGROUND

The public notices for the proposed Power Purchase Agreement with ForeFront Power were published in the Marin Independent Journal on December 8 and 22, 2022. District staff did not receive any public comments within the review period.

The following are attached for Board approval:

1. Resolution 2022-2295 with Exhibit A – Technical Memorandum by Kenwood Energy
2. Energy Services Agreement with General Terms and Conditions

## PREVIOUS BOARD ACTION

On December 1, 2022, Board authorized staff to post public notices to set public hearings for January 5, 2023 to allow for discussion and input from the public concerning the following:

1. Energy Service Contract pursuant to Government Code Section 4217.12
2. Facility Financing Contract pursuant to Government Code Section 4217.13

## ENVIRONMENTAL REVIEW

N/A

## FISCAL IMPACT

N/A

**RESOLUTION NO. 2023-2295**

**A RESOLUTION ADOPTING CERTAIN FINDINGS AND APPROVING ENERGY SERVICE AGREEMENT FOR ENERGY RELATED IMPROVEMENTS TO DISTRICT FACILITIES WITH FFP BTM SOLAR, LLC (D.B.A. FOREFRONT POWER)**

**LAS GALLINAS VALLEY SANITARY DISTRICT**

**WHEREAS**, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

**WHEREAS**, The Las Gallinas Valley Sanitary District (“District”) desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

**WHEREAS**, California Government Code Section 4217.10 to 4217.18, authorizes the District Board to enter into an Energy Services Agreement (“Power Purchase Agreement”) and related contract documents with FFP BTM SOLAR, LLC (“ForeFront Power”) for facilities at the District’s real property sites, pursuant to which Power Purchase Agreement ForeFront Power will design, construct, and install on District property solar photovoltaic and energy storage facilities and arrange with the local utility for interconnection of the facilities, which will generate and store energy for the sites on which such facilities are located;

**WHEREAS**, ForeFront Power & Kenwood Energy have provided the District with analysis showing the financial and other benefits of entering into the Power Purchase Agreement, which analysis is attached hereto as Exhibit A and made part hereof by this reference; and

**WHEREAS**, Exhibit A includes data showing that the anticipated cost to the District for the electrical energy provided by the solar photovoltaic and energy storage facilities will be less than the anticipated cost to the District of electrical energy that would have been consumed by the District in the absence of such measures; and

**WHEREAS**, the Board proposes to enter into the Power Purchase Agreement and related contract documents, each in substantially the form presented at this meeting, subject to such changes, insertions or omissions as the District’s General Manager reasonably deems necessary following the Board’s adoption of this Resolution; and

**WHEREAS**, pursuant to Government Code section 4217.12, this Board held a public hearing, public notice of which was given two weeks in advance, to receive public comment; and

**WHEREAS**, the Power Purchase Agreement are in the best interests of the District; and



**WHEREAS**, the District’s proposed approval of the Power Purchase Agreement is a “Project” for purposes of the California Environmental Quality Act (“CEQA”); and

**WHEREAS**, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 (“State CEQA Guidelines”), exempt certain projects from further CEQA evaluation, including the following: (1) projects consisting of the new construction or conversion of small structures (“Class 3 Exemption”; Cal. Code Regs., tit. 14, § 15303); (2) projects consisting of the construction or placement of minor accessory structures to existing facilities (“Class 11 Exemption”; Cal. Code Regs., tit. 14, § 15311); and the Project is categorically exempt under one or more of such exemptions; and

**WHEREAS**, the Project does not involve any of the following and so is eligible for a categorical exemption as described above under State CEQA Guidelines section 15300.2:

- (a) The cumulative impact of successive projects of the same type in the same place, which over time are significant;
- (b) An activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances;
- (c) A project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway;
- (d) A hazardous waste site which is included on any list compiled pursuant to Section 65962.5 of the Government Code; and
- (e) A project which may cause a substantial adverse change in the significance of a historical resource.

\* \* \* \* \*

**NOW, THEREFORE**, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. The terms of the Power Purchase Agreement and related agreements are in the best interests of the District.
2. In accordance with Government Code section 4217.12, and based on data provided by Exhibit A, the Board finds that the anticipated cost to the District for electrical energy provided by the Power Purchase Agreement will be less than the anticipated cost to the District of electrical energy that would have been consumed by the District in the absence of the Power Purchase Agreement.

3. The Board hereby approves the Power Purchase Agreement in accordance with Government Code section 4217.12.
4. The District's General Manager is hereby authorized and directed to negotiate any further changes, insertions, and omissions to the Power Purchase Agreement as he reasonably deems necessary, and thereafter to execute and deliver the Power Purchase Agreement following the Board's adoption of this Resolution. The District's General Manager is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and said agreements.
5. The Project hereby found to be exempt from the requirements of CEQA pursuant to the Class 3, Class 11 and Class 14 Exemptions, as described above.
6. District staff are hereby authorized to file and process a Notice of CEQA Exemption for the Project in accordance with CEQA and the State CEQA Guidelines, and the findings set forth in this resolution.

\* \* \* \* \*

I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on the 5<sup>TH</sup> day of January 2023, by the following vote of the members thereof:

AYES, and in favor thereof Members:  
 NOES, Members:  
 ABSENT, Members:  
 ABSTAIN, Members:

\_\_\_\_\_  
 Teresa Lerch, Board Secretary

APPROVED:

\_\_\_\_\_  
 Megan Clark, Board President

# Memo

To: Mike Cortez  
CC: Irene Huang  
From: Tim Holmes  
Date: October 13, 2022  
Subject: Updated Proposal  
PPA Review

The District's existing solar photovoltaic (PV) system has been decommissioned and is in need of replacement. Staff released a Request for Proposals (RFP) for the system on May 12, 2022, and received one proposal from Forefront Power on June 29. Kenwood Energy's memo dated July 13 summarized the results of the RFP process, and on July 21, 2022, Staff met with the Board to provide an overview of proposals and to make a recommendation on the path forward. During that meeting the Board directed staff to:

1. Update Cash Flows reflecting the final negotiated prices.
2. Finalized the Power Purchase Agreement (PPA) for Board review.
3. Provide a recommendation on Agreement execution.

All three tasks have been completed and are discussed in detail below, and Staff recommends executing the agreements.

## FINANCIAL ANALYSIS

Staff worked with Forefront power to identify strategies that could improve the original pricing. Table 1 shows the pricing as presented to the Board and the updated pricing, showing a net reduction in the PPA unit cost.

Table 1

	Cap Ex	PPA
<b>PV System kW DC</b>	1,086	1,086
<b>Original Price</b>	\$ 3,861,718	\$ 0.1335
<b>Updated Price</b>	\$ 4,062,878	\$ 0.1295
<b>Price Improvement</b>	<b>\$ (201,160)</b>	<b>\$ 0.0040</b>

Factors that contributed to the cost changes are:

- The replacement of the existing BP PV system was added to the project, which increased the Capital Expenditure (Cap Ex) cost.

- The Inflation Reduction Act (IRA) increased the Investment Tax Credit (ITC) from 26% to 30%, which improved the PPA pricing.

Table 2 summarizes the results of the cash flows, which are included in Attachment A. One notable item in Att. A is that the cash flow is now positive starting in year 1. Under the old pricing, there was a small negative cash flow in years 1 and 2.

Table 2

	Cap Ex	PPA
<b>Price</b>	\$ 4,062,878	\$ 0.1295
<b>O&amp;M Responsibility</b>	District	Forefront Power
<b>Net Present Value</b>	\$2,065,437	\$2,530,837
<b>Internal Rate of Return</b>	5.96%	High

The PPA option results in a greater financial return (higher IRR and NPV). This is due to the fact that Forefront, as a for-profit company, can take advantage of the ITC on the initial investment and the depreciation of the assets. The potential of a direct ITC payment to the District was not included in the cash flow. Other significant benefits of the PPA are that the installation will not require the expenditure of District reserves, and that Forefront would be responsible for all of the O&M of the system.

## INFLATION REDUCTION ACT

The IRA made some significant changes to the ITC, one of which was to make it available to public agencies under certain conditions. While Staff continues to recommend the PPA option over the Cap Ex, the current understanding of the ITC rules are presented here for reference.

- The Inflation Reduction Act (IRA) allows public agencies to:
  - The Direct Pay Option starts in 2024
  - Allows public agencies to receive the 30% tax credit as a refund for costs, i.e.: ~30% of the \$4.1M in cost would be refunded.
  - Purchasing must meet specific domestic manufacturing requirements.
  - Direct Pay might not be 100% of the Investment tax credit
- The IRA adds a new section to Tax Code
  - Adds 6416 to Section 13801 of Tax Code
  - It is tax code, it is complicated
  - It is not fully developed, so new rules and guidelines are expected
  - District should have its Tax/Accounting expert review
- NEM 3 is still looming and timing would need to be balanced

**NEXT STEPS**

- Execute the PPA Agreements
- Implement Construction – approximately 12 months

## Attachment A

### Life Cycle Cost Analyses – Cap Ex vs PPA

#### Assumptions

<b>PPA Escalation</b>	0%
<b>Energy Escalation Rate</b>	4.00%
<b>Power Output Degradation</b>	0.50%
<b>Inflation Rate</b>	4.00%
<b>Discount Rate</b>	2.5%

PPA
-----

Internal Rate of Return    High  
Net Present Value    \$2,530,837

Year	PPA Payment	Savings	Net Savings	Discounted Savings	Cumulative Discounted Savings
0	\$0	\$ -			
1	\$237,916	\$ 242,088	\$4,172	\$4,172	\$4,172
2	\$236,726	\$250,561	\$13,835	\$13,489	\$17,661
3	\$235,543	\$259,331	\$23,788	\$22,613	\$40,274
4	\$234,365	\$268,407	\$34,042	\$31,552	\$71,827
5	\$233,193	\$277,802	\$44,608	\$40,312	\$112,139
6	\$232,027	\$287,525	\$55,497	\$48,899	\$161,037
7	\$230,867	\$297,588	\$66,721	\$57,318	\$218,355
8	\$229,713	\$308,004	\$78,291	\$65,576	\$283,931
9	\$228,564	\$318,784	\$90,219	\$73,678	\$357,609
10	\$227,421	\$329,941	\$102,520	\$81,630	\$439,239
11	\$226,284	\$341,489	\$115,205	\$89,437	\$528,675
12	\$225,153	\$353,441	\$128,288	\$97,104	\$625,780
13	\$224,027	\$365,812	\$141,785	\$104,637	\$730,416
14	\$222,907	\$378,615	\$155,708	\$112,040	\$842,456
15	\$221,793	\$391,867	\$170,074	\$119,317	\$961,773
16	\$220,684	\$405,582	\$184,898	\$126,474	\$1,088,247
17	\$219,580	\$419,777	\$200,197	\$133,516	\$1,221,763
18	\$218,482	\$434,470	\$215,987	\$140,445	\$1,362,208
19	\$217,390	\$449,676	\$232,286	\$147,267	\$1,509,476
20	\$216,303	\$465,415	\$249,112	\$153,986	\$1,663,462
21	\$215,221	\$481,704	\$266,483	\$160,606	\$1,824,068
22	\$214,145	\$498,564	\$284,419	\$167,130	\$1,991,198
23	\$213,075	\$516,014	\$302,939	\$173,563	\$2,164,761
24	\$212,009	\$534,074	\$322,065	\$179,908	\$2,344,669
25	\$210,949	\$552,767	\$341,818	\$186,168	\$2,530,837

Capital Purchase

Internal Rate of Return 6.0%  
Net Present Value \$2,065,437

Year	Cost	O&M	Savings	Net Savings	Discounted Savings	Cumulative Discounted Savings
0	(\$4,062,878)			(\$4,062,878)	(\$4,062,878)	(\$4,062,878)
1		(\$16,117)	\$ 242,088	\$225,972	\$220,323	(\$3,842,555)
2		(\$16,761)	\$250,561	\$233,802	\$222,258	(\$3,620,297)
3		(\$17,432)	\$259,331	\$241,902	\$224,209	(\$3,396,088)
4		(\$18,129)	\$268,407	\$250,282	\$226,177	(\$3,169,911)
5		(\$18,854)	\$277,802	\$258,952	\$228,162	(\$2,941,749)
6		(\$19,608)	\$287,525	\$267,922	\$230,164	(\$2,711,586)
7		(\$20,393)	\$297,588	\$277,202	\$232,182	(\$2,479,403)
8		(\$21,209)	\$308,004	\$286,803	\$234,218	(\$2,245,185)
9		(\$22,057)	\$318,784	\$296,736	\$236,272	(\$2,008,913)
10		(\$22,939)	\$329,941	\$307,012	\$238,343	(\$1,770,571)
11		(\$23,857)	\$341,489	\$317,643	\$240,431	(\$1,530,140)
12		(\$24,811)	\$353,441	\$328,642	\$242,537	(\$1,287,602)
13		(\$25,803)	\$365,812	\$340,021	\$244,662	(\$1,042,940)
14		(\$26,836)	\$378,615	\$351,794	\$246,804	(\$796,136)
15		(\$27,909)	\$391,867	\$363,973	\$248,965	(\$547,171)
16		(\$29,025)	\$405,582	\$376,573	\$251,144	(\$296,028)
17		(\$30,186)	\$419,777	\$389,608	\$253,342	(\$42,686)
18		(\$31,394)	\$434,470	\$403,094	\$255,558	\$212,872
19		(\$32,650)	\$449,676	\$417,045	\$257,793	\$470,665
20		(\$33,956)	\$465,415	\$431,479	\$260,047	\$730,712
21		(\$35,314)	\$481,704	\$446,411	\$262,321	\$993,032
22		(\$36,726)	\$498,564	\$461,860	\$264,613	\$1,257,646
23		(\$38,195)	\$516,014	\$477,841	\$266,925	\$1,524,571
24		(\$39,723)	\$534,074	\$494,375	\$269,257	\$1,793,828
25		(\$41,312)	\$552,767	\$511,480	\$271,609	\$2,065,437

\*\*\*

## GENERAL TERMS AND CONDITIONS OF ENERGY SERVICES AGREEMENT

*These General Terms and Conditions of Energy Services Agreement are dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023 and are witnessed and acknowledged by FFP BTM SOLAR, LLC, a Delaware limited liability company (“Provider”) and Las Gallinas Valley Sanitary District (“Purchaser”), as evidenced by their signature on the last page of this document. These General Terms and Conditions are intended to be incorporated by reference into Energy Services Agreements that may be entered into between Provider and Purchaser or between their respective Affiliates. These General Terms and Conditions shall have no binding effect upon Provider or Purchaser, respectively, except to the extent Purchaser or Provider (or an Affiliate thereof) becomes a party to an Energy Services Agreement that incorporates these General Terms and Conditions.*

### 1. DEFINITIONS.

1.1 In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

“Affiliate” means, with respect to any specified Company, any other Company directly or indirectly controlling, controlled by or under common control with such specified Company.

“Agreement” means, the Energy Services Agreement.

“Applicable Law” means, with respect to any Company, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Company or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Assignment” has the meaning set forth in Section 13.1.

“Bankruptcy Event” means with respect to a Party, that either (i) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admitted in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) made a general assignment for the benefit of its creditors; (D) commenced a voluntary case under any bankruptcy law; (E) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) taken any corporate or other action for the purpose of effecting any of the foregoing; or (ii) has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in Las Gallinas Valley Sanitary District area are required or authorized by Applicable Law to be closed for business.

“Commercial Operation” has the meaning set forth in Section 3.3(b).

“Commercial Operation Date” has the meaning set forth in Section 3.3(b).

“Company” means a partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.



“Confidential Information” has the meaning set forth in Section 15.1.

“Covenants, Conditions and Restrictions” or “CCR” means those requirements or limitations related to the Premises as may be set forth in a lease, if applicable, or by any association or other organization, having the authority to impose restrictions.

“Disruption Period” has the meaning set forth in Section 4.3.

“Early Termination Date” means any date on which this Agreement terminates other than by reason of expiration of the then applicable Term.

“Early Termination Fee” means the fee payable by Purchaser to Provider under the circumstances described in Section 2.2, Section 2.3 or Section 11.2.

“Effective Date” has the meaning set forth in the preamble to the Special Conditions.

“Energy Services” has the meaning set forth in the Special Conditions.

“Energy Services Agreement” means each Energy Services Agreement (including the Schedules attached thereto) that may be entered into between Provider and Purchaser or between their respective Affiliates that incorporates these General Terms and Conditions by reference.

“Energy Services Payment” has the meaning set forth in Schedule 2 of the Special Conditions.

“Environmental Attributes” shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products.

“Environmental Documents” has the meaning set forth in Section 7.2(f).

“Environmental Law” means any and all federal, state, local, provincial and foreign, civil and criminal laws, statutes, ordinances, orders, common law, codes, rules, regulations, judgments, decrees, injunctions relating to the protection of health and the environment, worker health and safety, and/or governing the handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, or release to the environment of or exposure to Hazardous Materials, including any such requirements implemented through Governmental Approvals.

“Estimated Remaining Payments” means as of any date, the estimated remaining Energy Services Payments to be made through the end of the then-applicable Term, as specified in Schedule 2 of the Special Conditions (i.e. the kWh Rate multiplied by the estimated annual production specified in Schedule 4 of the Special Conditions).

“Expiration Date” means the date on which this Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means, with respect to any tangible asset or service, the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.3(d).

“Financing Party” means, as applicable (i) any Company (or its agent) from whom Provider (or an Affiliate of Provider) leases the System, (ii) any Company (or its agent) who has made or will make a loan to or otherwise provides financing to Provider (or an Affiliate of Provider) with respect to the System, or (iii) any Company acquiring a direct or indirect interest in Provider or in Provider’s interest in this Agreement or the System as a tax credit investor.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“Provider” has the meaning set forth in the Preamble.

“General Terms and Conditions” means these General Terms and Conditions of the Energy Services Agreement, including all Exhibits hereto.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority, including any such approval, consent, order or binding agreements with or involving a governmental authority under Environmental Laws.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Hazardous Materials” means any hazardous or toxic material, substance or waste, including petroleum, petroleum hydrocarbons or petroleum products, and any other chemicals, materials, substances or wastes in any amount or concentration which are regulated under or for which liability can be imposed under any Environmental Law.

“Independent Appraiser” means an individual who is a member of an accounting, engineering or energy consulting firm qualified by education, certification, experience and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three years before his appointment have been) a director, officer or an employee of, or directly or indirectly retained as consultant or adviser to, Provider or Purchaser.

“Initial Term” has the meaning set forth in Section 2 of the Special Conditions.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) at the Premises.

“Invoice Date” has the meaning set forth in Section 6.2.

“Liens” has the meaning set forth in Section 7.1(d).

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services, including, as applicable, a community choice aggregation organization, to Purchaser at the Premises.

“Losses” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Metering Device” means any and all meters at or before the delivery point needed for the registration, recording and transmission of information regarding the energy production generated by the System.

“Option Price” has the meaning set forth in Section 2.3(e).

“Party” or “Parties” has the meaning set forth in the preamble to the Special Conditions.

“Pre-existing Environmental Conditions” means any: (i) violation of, breach of or non-compliance with any Environmental Laws with respect to the Premises that first existed, arose or occurred on or prior to Provider’s commencement of construction at the Premises and (ii) the presence or release of, or exposure to, any Hazardous Materials at, to, on, in, under or from the Premises that first existed, arose or occurred on or prior to Provider’s commencement of construction at the Premises.

“Premises” means the premises described in Schedule 1 of the Special Conditions. The Premises includes the entirety of any structures and underlying real property located at the address in Schedule 1 of the Special Conditions.

“Provider” has the meaning set forth in the Special Conditions.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Provider Indemnified Parties” has the meaning set forth in Section 16.2.

“Purchase Date” means the first Business Day that occurs after the applicable purchase date set forth in Schedule 3 of the Special Conditions.

“Purchaser” has the meaning set forth in the Preamble.

“Purchaser Default” has the meaning set forth in Section 11.2(a).

“Purchaser Indemnified Parties” has the meaning set forth in Section 16.1.

“Renewal Term” if applicable, has the meaning set forth in Section 2 of the Special Conditions.

“Representative” has the meaning set forth in Section 15.1.

“Security Interest” has the meaning set forth in Section 8.2(a).

“Site-Specific Requirements” means the site -specific information and requirements as may be set forth in Schedule 6 of the Special Conditions.

“Special Conditions” means each Energy Services Agreement, excluding these General Terms and Conditions.

“Stated Rate” means a rate per annum equal to the lesser of (a) the “prime rate” (as reported in The Wall Street Journal) plus two percent (2%) or (b) the maximum rate allowed by Applicable Law.

“System” has the meaning set forth in Schedule 1 of the Special Conditions.

“System-based Incentives” means any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies including, but not limited to, the subsidies in Schedule 1 of the Special Conditions and all other related subsidies and incentives.

“System Operations” means Provider’s operation, maintenance and repair of the System performed by Provider or for Provider (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) in accordance with the requirements herein.

“Third Party Performance Monitoring and Reporting Service Provider” means an unaffiliated third party, selected in each case by Provider, that reads and reports the System production as recorded by the specified Metering Device.

“Term” means the Initial Term, and the subsequent Renewal Term(s), if any.

“Term Year” means a twelve (12) month period beginning on the first day of the Term and each successive twelve (12) month period thereafter.

“Termination Date” means the date on which this Agreement ceases to be effective, including on an Early Termination Date or the Expiration Date.

1.2 Interpretation. The captions or headings in these General Terms and Conditions are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that impart the

singular connotation shall be interpreted as plural, and words that impart the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to “Articles” and “Sections” refer to Articles and Sections of these General Terms and Conditions.

## 2. TERM AND TERMINATION.

2.1 Term. The Initial Term is as specified in the Special Conditions.

2.2 Early Termination. Purchaser may terminate this Agreement during the Initial Term for any reason upon sixty (60) days’ prior written notice. In such event, Purchaser shall pay, as liquidated damages, the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and Provider shall cause the System to be disconnected and removed from the Premises in accordance with Section 2.4. Upon Purchaser’s payment to Provider of the Early Termination Fee, this Agreement shall terminate automatically.

2.3 Purchase Option.

(a) Grant of Purchase Option. For and in consideration of the payments made by Purchaser under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Provider hereby grants Purchaser the option to purchase all of Provider’s right, title and interest in and to the System on the terms set forth in this Agreement (the “Purchase Option”). The Purchase Option shall be irrevocable by Provider and may be exercised by Purchaser during the Exercise Period (as defined below).

(b) Purchaser Request for Appraisal of System. Purchaser shall have the right to provide a notice to Provider requiring a determination of the Fair Market Value of the System in accordance with Section 2.3(d)(i) at any time within the period that is at least 180 days prior to a Purchase Date but no more than 270 days prior to a Purchase Date.

(c) Selection of Independent Appraiser. Within twenty (20) Business Days of Provider’s receipt of a notice provided under Section 2.3(b), the Parties shall mutually agree upon an Independent Appraiser. If the Parties do not agree upon the appointment of an Independent Appraiser within such twenty (20) Business Day period, then at the end of such twenty (20) Business Day period the Parties shall notify each other in writing of their respective designation of three proposed Independent Appraisers. Provider and Purchaser shall, within five (5) Business Days of receipt of such notice, strike two of the proposed Independent Appraisers designated by Provider and Purchaser, respectively, and shall provide notice thereof to the other Party. The remaining two proposed Independent Appraisers shall, within two (2) Business Days of each Party’s notice, select a third Independent Appraiser and such third Independent Appraiser shall perform the duties of the Independent Appraiser as set forth herein.

(d) Determination of Fair Market Value.

(i) The Independent Appraiser shall, within twenty (20) Business Days of appointment, make a preliminary determination of the Fair Market Value of the System (the “Preliminary Determination”).

(ii) Upon making such Preliminary Determination, the Independent Appraiser shall provide such Preliminary Determination to Provider and Purchaser, together with all supporting documentation that details the calculation of the Preliminary Determination. Provider and Purchaser shall have the right to object to the Independent Appraiser with respect to the Preliminary Determination within twenty (20) Business Days of receiving such Preliminary Determination; *provided* that the objecting Party provides a written explanation documenting the reasons for its objection. Within ten (10) Business Days after the expiration of such twenty (20) Business Day period, the Independent Appraiser shall issue the Independent Appraiser’s final

determination (the “Final Determination”) to Provider and Purchaser, which shall specifically address the objections received by the Independent Appraiser and whether such objections were taken into account in making the Final Determination. Except in the case of fraud or manifest error, the Final Determination of the Independent Appraiser shall be considered the Fair Market Value of the System as of the Purchase Date.

(e) Calculation of Purchase Price. The purchase price (the “Option Price”) payable by Purchaser for the System shall be equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, or (b) the Early Termination Fee as of the Purchase Date, as specified in Schedule 3, Column 2 of the Special Conditions.

(f) Costs and Expenses of Independent Appraiser. The Parties shall each be responsible for payment of one half of the costs and expenses of the Independent Appraiser.

(g) Exercise of Purchase Option.

(i) Purchaser shall have twenty (20) Business Days from the date of the Final Determination (such period, the “Exercise Period”), to exercise the Purchase Option, at the Option Price. Purchaser must exercise its Purchase Option during the Exercise Period by providing a notice (an “Exercise Notice”) to Provider. Once Purchaser delivers its Exercise Notice to Provider, such exercise shall be irrevocable.

(ii) As soon as practicable following receipt of Purchaser’s notice pursuant to Section 2.3(b), Provider shall make the System, including records relating to the operations, maintenance, and warranty repairs, available to Purchaser for its inspection during normal business hours.

(h) Terms of System Purchase. On the Purchase Date (a) Provider shall surrender and transfer to Purchaser on an as-is, where-is basis all of Provider’s right, title and interest in and to the System and shall retain all liabilities arising from or related to the System prior to the Purchase Date, (b) Purchaser shall pay the Purchase Price, by certified check, bank draft or wire transfer and shall assume all liabilities arising from or related to the System from and after the Purchase Date, and (c) both Parties shall (i) execute and deliver a bill of sale and assignment of contract rights, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System in Purchaser, including but not limited to any applicable System warranty documents, and (ii) deliver ancillary documents, including releases, resolutions, certificates, third person consents and approvals and such similar documents as may be reasonably necessary to complete the sale of the System to the Purchaser.

(i) Transfer Date. The Purchase Date pursuant to this Section 2.3 will occur no later than thirty (30) Business Days following the date on which the Independent Appraiser issues the Final Determination.

2.4 Removal of System at Expiration. Subject to Purchaser’s exercise of its purchase option under Section 2.3, upon the expiration or earlier termination of this Agreement, Provider shall, at Provider’s expense, remove all of its tangible property comprising the System (including any racking) from the Premises on a mutually convenient date but in no case later than ninety (90) days after the Termination Date. The Premises shall be returned to its original condition, except for ordinary wear and tear. If the System is to be located on a roof, then in no case shall Provider’s removal of the System affect the integrity of Purchaser’s roof, which shall be as leak proof as it was prior to removal of System (other than ordinary wear and tear). For purposes of Provider’s removal of the System, Purchaser’s covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear), to be reimbursed by Provider at Purchaser’s reasonable cost..

## 2.5 Conditions Prior to the Commercial Operation Date.

(a) In the event that any of the following events or circumstances occur prior to the Commercial Operation Date, Provider may (at its sole discretion) provide notice that it is terminating this Agreement, in which case neither Party shall have any liability to the other except for any such liabilities that may have accrued prior to such termination:

(i) Provider determines that the Premises, as is, is insufficient to accommodate the System or unsuitable for construction or operation of the System due to conditions not known or cost of such conditions unknown as of the Effective Date.

(ii) There exist site conditions (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed.

(iii) There is a material adverse change in the regulatory environment, incentive program or federal or state tax code (including the expiration of any incentive program or tax incentives in effect as of the Effective Date) that could reasonably be expected to adversely affect the economics of the installation for Provider and its investors.

(iv) Provider is unable to obtain commercially reasonable financing for the System on terms and conditions satisfactory to it.

(v) Provider has not received: (1) a fully executed a license in the form of Exhibit A of these General Terms and Conditions from the owner of the Premises (if the Purchaser is a tenant), (2) a release or acknowledgement from any mortgagee of the Premise, if required by Provider's Financing Party, to establish the priority of its security interest in the System, and (3) such other documentation as may be reasonably requested by Provider to evidence Purchaser's ability to meet its obligations under Section 7.2(d)(ii) to ensure that Provider will have access to the Premises throughout the Term.

(vi) There has been a material adverse change in the rights of Purchaser to occupy the Premises or material adverse change, through no fault of Provider, in the right of Provider to construct the System on the Premises.

(vii) Purchaser has not received evidence reasonably satisfactory to it that interconnection services will be available with respect to energy generated by the System.

(viii) Purchaser has determined that there are easements, CCRs or other land use restrictions, liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System.

(ix) There has been a material adverse change in Purchaser's credit-worthiness.

(b) If any of the conditions set forth in Section 2.5(a) are partly or wholly unsatisfied, and Provider wishes to revise the information in the Special Conditions, then Provider may propose modifications to the Special Conditions for acceptance by Purchaser. If Purchaser does not accept such modified Special Conditions, Provider may terminate this Agreement as provided in Section 2.5(a). If Purchaser accepts such revised Special Conditions, such revised Special Conditions shall be deemed an amendment of this Agreement, and this Agreement shall remain in force and effect upon execution by both Parties.

## 3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work. Provider will cause the System (by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed) to be designed, engineered, installed and constructed substantially in accordance with all Schedules included in the Special Conditions and Applicable Law. At its request, Purchaser shall have the right to review all construction plans and designs, including engineering evaluations of the impact of the System.

3.2 Approvals; Permits. Purchaser, (in its proprietary capacity as Premises owner only, and separate from its governmental capacity) shall assist Provider in obtaining all necessary consents, approvals and permits required to perform Purchaser's obligations under this Agreement, including but not limited to those related to the Local Electric Utility, any Governmental Approval, and any consents, waivers, approvals or releases required pursuant to any applicable contract or CCR.

3.3 System Acceptance Testing.

(a) Provider shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by providers of Energy Services similar to those provided by the System in the United States.

(b) If the results of such testing indicate that the System is capable of providing the Energy Services, using such instruments and meters as have been installed for such purposes, and the System has been approved for interconnected operation by the Local Electric Utility ("Commercial Operation"), then Provider shall send a written notice to Purchaser to that effect, and the date of such notice shall be the "Commercial Operation Date".

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned by Provider or Provider's Financing Party and will be operated and maintained and, as necessary, repaired by Provider at its sole cost and expense; *provided*, any repair or maintenance costs incurred by Provider as a result of Purchaser's negligence or breach of its obligations hereunder shall be reimbursed by Purchaser.

4.2 Metering Device and Metering.

(a) Metering Equipment. The Parties acknowledge and agree that the Provider will engage a Third Party Production Monitoring and Reporting Service, and that the Metering Device used will, at a minimum, be certified by the California Energy Commission and be accurate to within +/- 1%.

(b) Measurements. Readings of the Metering Device shall be conclusive as to the amount of System production. If the Metering Device is out of service, is discovered to be inaccurate pursuant to Section 4.2(b), or registers inaccurately, measurements of System production shall be determined by Provider in a commercially reasonable manner by reference to quantities of System production measured during periods of similar conditions when the Metering Device was registering accurately. If no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, it shall be assumed that the period of such inaccuracy was equal to one-half of the period from the date of the last previous test of such Metering Device (or if no such test had been conducted, from the Commercial Operation Date) through the date the inaccuracy of the Metering Device has been discovered; *provided, however*, that the period covered by the correction under Section 4.2(b) shall not exceed six months. If, for calculation purposes, no time period of similar conditions, during which the Metering Device registered accurately, can be determined, measurements of System Production shall be calculated in good faith by Provider with reference to applicable solar production modeling and solar insolation data generally accepted in the solar industry.

(c) Testing and Correction.

(i) Right to Conduct Tests. Provider shall test the accuracy of the Metering Device at least once every other year following the Commercial Operation Date. In addition, each Party and its consultants and representatives shall have the right to witness each test conducted by or under the supervision of the Third Party Monitoring and Reporting Service Provider, or the Metering Device's manufacturer or other certified testing authority to verify the accuracy of the measurements and recordings of the Metering Device. Either Party shall provide at least ten (10) Business Days prior written notice to the other Party of the date upon which any such test is to occur. The Party requesting the test shall prepare a written report setting forth the results of each such test, and shall provide the other Party with copies of such written report not later than twenty (20) Business Days after completion of such test. The Party requesting the test shall bear the cost of the testing of the Metering Device and the preparation of the Metering Device test reports.

(ii) Provider shall maintain the Metering Device in accordance with the Metering Device manufacturer's specifications and requirements, and those of the California Energy Commission.

(iii) Standard of Metering Device Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the Metering Device:

- (A) If either Party disputes the accuracy or condition of the Metering Device, such Party shall so advise the other Party in writing, stating in reasonable detail the basis for such dispute.
- (B) The non-disputing Party shall, within fifteen (15) days of receiving such notice from the disputing Party, advise the disputing Party in writing as to its position concerning the accuracy of such Metering Device and state reasons for taking such position.
- (C) If the Parties are unable to agree to the accuracy or condition of the Metering Device, either Party may request additional testing of the Metering Device by the Third Party Monitoring and Reporting Service Provider, or the Metering Device's manufacturer or other certified testing authority.
- (D) If the Metering Device is found to be inaccurate by 2% or less, any previous recordings of the Metering Device shall be deemed accurate, and the Party disputing the accuracy or condition of the Metering Device under Section 4.2(c)(iii)(A) shall bear the cost of inspection and testing of the Metering Device.
- (E) If the Metering Device is found to be inaccurate by more than 2% or if such Metering Device is for any reason out of service or fails to register, then (i) Provider shall promptly cause any Metering Device found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (ii) the Parties shall estimate the correct amounts of System production delivered during the periods affected by such inaccuracy, service outage or failure to register in accordance with Section 4.2(b) and (iii) Provider shall bear the cost of inspection and testing of the Metering Device. If as a result of such adjustment the quantity of System Production for any period is decreased (such quantity, the "**Energy Deficiency Quantity**"), in addition to remedies which may be applicable under Section 7 of the Special Conditions (Minimum Guaranteed Output), Provider shall reimburse Purchaser for the amount paid by Purchaser in consideration for the Energy Deficiency Quantity by crediting such amount against Purchaser's payment obligations under this Agreement. If as a result of such adjustment the quantity of System Production for any period is increased (such quantity, the "**Energy Surplus Quantity**"), Provider shall separately invoice for, and Purchaser shall pay for the Energy Surplus Quantity at the kWh Rate applicable during the applicable Term Year in accordance with Article 6 below.

4.3 System Disruptions. In the event that (a) the owner or lessee of the Premises repairs the Premises for any reason not directly related to damage caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, then, in either case, Purchaser shall (i) pay Provider, at reasonable cost, for all work required by Provider to disassemble, move the System and re-assemble the System, (ii) continue to make all payments for the Energy Services during such period of System disruption (the "Disruption Period"), and (iii) reimburse Provider for any other lost revenue during the Disruption Period, including any lost revenue associated with any reduced System-based Incentives, if applicable, during the Disruption Period. For the purpose of calculating Energy Services Payments and lost revenue for such Disruption Period, Energy Services for each month of said months shall be deemed to have been produced at the average rate over the same month for which data exists, adjusted by a 0.5% annual degradation factor as applicable, (or, if the disruption occurs within the first twelve (12) months of operation, the estimated annual production identified in Schedule 4 of the Special Conditions).



## 5. TITLE TO SYSTEM.

5.1 Throughout the duration of this Agreement, Provider or Provider's Financing Party shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Provider's Financing Party and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use reasonable commercial efforts to place all parties having an interest in or lien upon the real property comprising the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as attaching to the System as a fixture of the Premises, Purchaser shall provide, at Provider's request, a disclaimer or release from such lien holder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing by Provider, on behalf of Purchaser, of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises. If Purchaser is not the fee owner, Purchaser will, at Provider's request, use commercially reasonable efforts to obtain such consent from such owner.

5.2 Environmental Attributes And System-Based Incentives. Purchaser's purchase of Energy Services includes Environmental Attributes, but does not include System-based incentives. System-based Incentives shall be owned by Provider or Provider's financing party for the duration of the System's operating life. Purchaser disclaims any right to System-based Incentives based upon the installation of the System at the Premises, and shall, at the request of Provider, execute any document or agreement reasonably necessary to fulfill the intent of this Section 5.2.

## 6. PRICE AND PAYMENT.

6.1 Consideration. Purchaser shall pay to Provider a monthly Energy Services Payment for the Energy Services provided during each calendar month of the Term as set forth in the Special Conditions.

6.2 Invoice. Provider shall invoice Purchaser on or about the first day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Energy Services Payment in respect of the immediately preceding month. The last invoice shall include Energy Services provided only through the Termination Date of this Agreement. Invoices shall be from the beginning to the end of each preceding month.

6.3 Time of Payment. Purchaser shall pay all undisputed amounts due hereunder within thirty (30) days after the date of the applicable Invoice Date.

6.4 Method of Payment. Purchaser shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Provider from time to time. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate.

6.5 Disputed Payments. If a legitimate dispute arises with respect to any invoice, Purchaser shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. If an amount disputed by Purchaser is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Stated Rate on such amount from the date becoming past due under such invoice until the date paid.

## 7. GENERAL COVENANTS.

7.1 Provider's Covenants. Provider covenants and agrees to the following:

(a) Notice of Damage or Emergency. Provider shall promptly notify Purchaser if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, and immediately notify Purchaser if it becomes aware of any event or circumstance relating to the System or the Premises that poses a significant risk to human health, the environment, the System or the Premises.

(b) Governmental Approvals. While providing the Installation Work, Energy Services, and System Operations, Provider shall obtain and maintain and secure all Governmental Approvals required to be obtained and maintained and secured by Provider and to enable Provider to perform such obligations.

(c) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Energy Services, and System Operations that shall comply with all Applicable Laws pertaining to the health and safety of persons and real and personal property.

(d) System Condition. Provider shall take all actions reasonably necessary, including but not limited to repair and maintenance, to ensure that the System is capable of operating at a commercially reasonable continuous rate throughout the Term. Provider shall provide system maintenance and cleaning at least annually. Provider shall maintain a brush management and fire prevention program, such that the vegetation under and around the System shall be cut down or mowed at the beginning of each calendar year and again during the summer months from June through August such that said vegetation shall pose a risk of fire or damage to the System. Provider shall also repair and maintain the security fencing situated around the System and has a duty to inspect the fencing while onsite, as is necessary, and shall notify the Purchaser of any security or damage issues that may arise concerning the System or the security fencing. Provider shall coordinate with Purchaser on scheduling on-site system maintenance, and provide at least three (3) working days' notice of any scheduled repairs or maintenance unless emergency maintenance is required or the event (a) results in a material or total loss of energy production due to a System component fault or communications of System data where production cannot be verified ("Material Event"), or (b) that causes or is reasonably likely to cause a loss of power or communications that are necessary for the safe and reliable generation of electricity by the System. Provider shall provide Purchaser with an annual summary report of system repairs, maintenance, and any actual or potential security or damage issues that might impact the System to be delivered within 60 days after each COD anniversary.

(e) Liens. Other than a Financing Party's security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Provider's performance or non-performance of its obligations hereunder. If Provider breaches its obligations under this Section, it shall (i) immediately notify Purchaser in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to Purchaser, and (iii) defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien; *provided*, Provider shall have the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such Lien from title to the Premises or that assure that any adverse judgment with respect to such Lien will be paid without affecting title to the Premises.

7.2 Purchaser's Covenants. Purchaser covenants and agrees as follows:

(a) Notice of Damage or Emergency. Purchaser shall (i) promptly notify Provider if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, and (ii) immediately notify Provider it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises.

(b) Liens. Purchaser shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If Purchaser breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. To the extent that only Purchaser (in its proprietary capacity as Premises owner only, and separate from its governmental capacity) is authorized to request, obtain or issue any necessary approvals, Governmental Approvals, rebates or other financial incentives, Purchaser (in its proprietary capacity as Premises owner only, and separate from its governmental capacity) shall cooperate with Provider to obtain or issue such approvals, Governmental Approvals, rebates or other financial incentives in the name of Provider. Purchaser

shall provide to Provider copies of all Governmental Approvals and CCRs applicable to the Premises, other than those obtained by Provider or to which Provider is a party.

(d) Access to Premises, Grant of License.

(i) The Provider shall provide a minimum of seven (7) working days notice prior to any onsite work related to the operation and maintenance of the System, and a minimum of 30 days notice for the removal of the System. The Purchaser shall have the right to refuse access, however permission to access Premises will not be unreasonably withheld.

(ii) Purchaser hereby grants to Provider a commercial license coterminous with the Term containing all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance and removal of the System pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the System with the Premises' electrical wiring. If Provider's financing structure requires that Purchaser enter into a license agreement directly with Financing Party, Provider shall enter into such an agreement which shall be in a commercially-reasonable form set forth by Provider and which contain substantially the same rights as set forth in this Section 7.2(d).

(iii) Regardless of whether Purchaser is owner of the Premises or leases the Premises from a landlord, Purchaser hereby covenants that (i) Provider shall have access to the Premises and System during the Term of this Agreement and for 120 days after termination to remove the System pursuant to the applicable provisions herein, and (ii) neither Purchaser nor Purchaser's landlord will interfere or handle any Provider equipment or the System without written authorization from Provider; *provided*, Purchaser and Purchaser's Landlord shall at all times have access to and the right to observe the Installation Work or System removal.

(iv) If Purchaser is a lessee of the Premises, Purchaser further covenants that it shall deliver to Provider, a license from Purchaser's landlord in substantially the form attached hereto as Exhibit A of these General Terms and Conditions.

(e) Temporary storage space during installation or removal. Purchaser shall use commercially reasonable efforts to obtain an agreement for sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling.

(f) On or before the Effective Date of each Special Conditions Purchaser shall identify and set forth in each Special Conditions and unless previously delivered, Purchaser shall, to the extent the same are known and available, and without representation or warranty as to content or sufficiency of such, deliver to Provider copies of all reports, agreements, plans, inspections, tests, studies or other materials concerning the presence of Hazardous Materials at, from or on the Premises including, but not limited to, soil reports, design drawings, environmental reports, sampling results or other documents relating to Hazardous Materials that have been identified or may be present on, in or under the Premises (collectively, the "Environmental Documents"). Thereafter, Purchaser agrees to provide copies of any new Environmental Documents within ten (10) days of receipt of same. Purchaser hereby agrees to furnish such other documents in Purchaser's possession or control with respect to Governmental Approvals compliance with Environmental Law or Hazardous Materials with respect to the Premises as may be reasonably requested by Provider from time to time.

(g) Notwithstanding anything to the contrary in this Agreement, Purchaser shall operate and maintain the Premises to comply with the requirements of all applicable Environmental Laws that limit or govern the conditions or uses of the Premises, without impairing or interfering with Provider's construction, operation and ownership of the System or occupancy of the Premises. In no event shall Provider have any liability or obligation with respect to any Pre-existing Environmental Condition on, in or under the Premises, or operations or maintenance of the Premises required to comply with Environmental Laws with respect to Pre-Existing Environmental Conditions.

(h) Purchaser shall indemnify, hold harmless and defend Provider from and against all claims, pay costs and expenses, and conduct all actions required under Environmental Laws in connection with (i) the existence at, on, above, below or near the Premises of any Pre-existing Environmental Conditions, and (ii) any Hazardous Materials released, spilled or deposited at, on above or below the Premises by the Purchaser.

## 8. REPRESENTATIONS & WARRANTIES.

8.1 Representations and Warranties of Both Parties. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

- (a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;
- (b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;
- (c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy and other similar laws now or hereafter in effect;
- (e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that could reasonably be expected to adversely affect its ability to carry out the transactions contemplated herein;
- (f) its execution and performance of this Agreement and the transactions contemplated hereby do not and will not constitute a breach of any term or provision of, or a default under, (i) any contract, agreement or Governmental Approval to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and
- (g) its execution and performance of this Agreement and the transactions contemplated hereby do not and will not require any consent from a third party, including any Governmental Approvals from any Governmental Authority, that are not identified in the Special Conditions.

8.2 Representations of Purchaser. Purchaser represents and warrants to Provider as of the Effective Date that:

- (a) Purchaser acknowledges that it has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party;
- (b) To Purchaser's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement affecting the Premises;
- (c) Purchaser is aware of no existing lease, mortgage, security interest or other interest in or lien upon the Premises that could attach to the System as an interest adverse to Provider's Financing Party's Security Interest therein;
- (d) To Purchaser's knowledge, there exists no event or condition which constitutes a default, or would, with the giving of notice or lapse of time, constitute a default under this Agreement;
- (e) To Purchaser's knowledge, Purchaser has identified and disclosed to Provider in the Special Conditions (i) all Environmental Documents, (ii) all CCRs, Governmental Approvals or other restrictions imposed under Applicable Laws with respect to the use of the Premises that could affect the construction and operation of the

System, and (iii) all environmental reports, studies, data or other information relating to the use of the Premises by Provider within the Purchaser's possession or control;

(f) To Purchaser's knowledge, the Premises is in compliance with Environmental Laws, and that Purchaser holds and is in compliance with all Governmental Approvals required for the ownership and any current operations or activities conducted at the Premises; and

(g) Purchaser has identified in the Special Conditions and delivered to Provider all known, material reports and information concerning the presence or release of Hazardous Materials on, in or under the Premises.

Any Financing Party shall be an intended third-party beneficiary of this Section 8.2.

8.3 EXCLUSION OF WARRANTIES. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE SPECIAL CONDITIONS, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND ENERGY SERVICES PROVIDED BY PROVIDER TO PURCHASER PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO PURCHASER OR ANY OTHER COMPANY, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE ENERGY SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

#### 9. TAXES AND GOVERNMENTAL FEES.

9.1 Purchaser Obligations. Purchaser shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority and paid by Provider due to Provider's sale of the Energy Services to Purchaser (other than income or any use interest taxes imposed upon Provider). Provider shall notify Purchaser in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Purchaser. Purchaser shall timely report, make filings for, and pay any and all sales, use, income, gross receipts or other taxes, and any and all franchise fees or similar fees assessed against it due to its purchase of the Energy Services. This Section 9.1 excludes taxes specified in Section 9.2.

9.2 Provider Obligations. Subject to Section 9.1 above, Provider shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership or maintenance of the System.

#### 10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods or flooding caused by or resulting from a storm surge event, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic or pandemic, terrorist acts, or rebellion; (iv) strikes or labor disputes (except strikes or labor disputes caused solely by employees of Provider or as a result of such party's failure to comply with a collective bargaining agreement); (v) action or inaction by a Governmental Authority (unless Purchaser is a Governmental Authority and Purchaser is the Party whose performance is affected by such action nor inaction). A Force Majeure Event shall not be based on the economic hardship of either Party, or upon the expiration of any lease of the Premises by the Purchaser from the owner of the Premises.

10.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement (other

than the failure to pay amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; *provided*, the Party claiming relief under this Article 10 shall as soon as practicable after becoming aware of the circumstances constituting Force Majeure (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; *provided*, Purchaser shall not be excused from making any payments and paying any unpaid amounts due in respect of Energy Services delivered to Purchaser prior to the Force Majeure Event performance interruption. Subject to Section 10.3 below, the Parties agree that to the extent permitted by Applicable Law, the Term of this Agreement shall extend on a day for day basis for every day in which the occurrence of a Force Majeure Event has affected either Party's performance of its obligations hereunder.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Provider's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then either Party shall be entitled to terminate this Agreement upon ninety (90) days' prior written notice to the other Party. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, this Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

## 11. DEFAULT.

### 11.1 Provider Defaults and Purchaser Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider (each, a "Provider Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Provider;
- (ii) Provider fails to pay Purchaser any undisputed amount owed under this Agreement within thirty (30) days from receipt of notice from Purchaser of such past due amount; and
- (iii) Provider breaches any material representation, or covenant or other term of this Agreement and (A) if such breach can be cured within thirty (30) days after Purchaser's written notice of such breach and Provider fails to so cure, or (B) Provider fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed, not to exceed sixty (60) days.

(b) Purchaser's Remedies. If a Provider Default described in Section 11.1(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Purchaser may terminate this Agreement without triggering the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions and exercise any other remedy it may have at law or equity or under this Agreement.

### 11.2 Purchaser Defaults and Provider's Remedies.

(a) Purchaser Default. The following events shall be defaults with respect to Purchaser (each, a "Purchaser Default"):

- (i) A Bankruptcy Event shall have occurred with respect to Purchaser;
- (ii) Purchaser breaches any material representation, covenant or other term of this Agreement if (A) such breach can be cured within thirty (30) days after Provider's notice of such breach and Purchaser fails to so cure, or (B) Purchaser fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed, such longer cure period not to exceed sixty (60) days; and

(iii) Purchaser fails to pay Provider any undisputed amount due Provider under this Agreement within thirty (30) days from receipt of notice from Provider of such past due amount.

(b) Provider's Remedies. If a Purchaser Default described in Section 11.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Article 12, Provider may terminate this Agreement and upon such termination, (A) Provider shall be entitled to receive from Purchaser the Early Termination Fee set forth on Schedule 3, Column 1 of the Special Conditions, and, to the extent not satisfied by the Early Termination Fee, (B) Provider may exercise any other remedy it may have at law or equity or under this Agreement.

11.3 Cross Default. With respect to any Systems of Provider that are co-located at the same Premises, if a Party defaults under this Agreement, it shall also be a default of such Party under the Agreement(s) related to the other co-located System(s); *provided*, a cure of the original default shall be a cure of any such cross default. In the event of a cross default, the non-defaulting Party shall be entitled to exercise its rights with respect to this Agreement and all such other Agreements, including terminating all such Agreements and, if Provider terminates one or more Agreements due to a Purchaser Default, Purchaser shall pay the Early Termination Fees for all such terminated Agreements.

11.4 Removal of System. Upon any termination of this Agreement pursuant to this Article 11 and payment of the Early Termination Fee (if applicable), Provider will remove the System pursuant to Section 2.4 hereof.

## 12. LIMITATIONS OF LIABILITY.

12.1 Except as expressly provided herein, neither Party shall be liable to the other Party or its Indemnified Persons for any special, punitive, exemplary, indirect, or consequential damages, losses or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with this Agreement.

12.2 A Party's maximum liability to the other Party under this Agreement, shall be limited to the aggregate Estimated Remaining Payments as of the date of the events giving rise to such liability, *provided*, the limits of liability under this Section 12.2 shall not apply with respect to (i) indemnity obligations hereunder, which shall include any liability or duty owed directly to Purchaser as well as to third parties for any loss or damage covered by the terms of Section 16.1, and (ii) any obligation of Purchaser to pay Energy Service Payments, the Early Termination Fee or the Option Price.

## 13. ASSIGNMENT.

13.1 Assignment by Provider. Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein to any third party (except as permitted below), without first presenting Purchaser with the opportunity being presented to others. Provider shall not assign this Agreement or any interest therein, without the prior written consent of Purchaser, which shall not be unreasonably withheld, conditioned or delayed; *provided*, Purchaser agrees that Provider may assign this Agreement without the consent of the Purchaser to an affiliate of Provider or any party providing financing for the System. In the event that Provider identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser shall comply with the provisions set forth in Exhibit B of these General Terms and Conditions and agrees to provide such estoppels, acknowledgments and opinions of counsel as Provider may reasonably request from time to time. Any Financing Party shall be an intended third-party beneficiary of this Section 13.1. Any Assignment by Provider without any required prior written consent and release of Purchaser shall not release Provider of its obligations hereunder. In no event shall Provider be released from its obligations under this Agreement unless and until the assignee has assumed the rights and obligations of Provider under this Agreement in writing.

13.2 Acknowledgment of Collateral Assignment. In the event that Provider identifies a secured Financing Party in the Special Conditions, or in a subsequent notice to Purchaser, then Purchaser hereby acknowledges:

(a) The collateral assignment by Provider to the Financing Party, of Provider's right, title and interest in, to and under this Agreement, as consented to under Section 13.1 of this Agreement.

(b) That the Financing Party as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to Provider's interests in this Agreement.

(c) That it has been advised that Provider has granted a first priority perfected security interest in the System to the Financing Party and that the Financing Party has relied upon the characterization of the System as personal property, as agreed in this Agreement in accepting such security interest as collateral for its financing of the System.

Any Financing Party shall be an intended third- party beneficiary of this Section 13.2.

13.3 Assignment by Purchaser. Purchaser shall not assign this Agreement or any interest therein, without Provider's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Any Assignment by Purchaser without the prior written consent of Provider shall not release Purchaser of its obligations hereunder.

#### 14. NOTICES.

14.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party (or Financing Party, as the case may be) at the addresses set forth in the Special Conditions, or at such other address as may be designated in writing to the other Party from time to time.

14.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile (if sent during normal business hours or the next Business Day if sent at any other time), on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

14.3 Address for Invoices. All invoices under this Agreement shall be sent to the address provided by Purchaser. Invoices shall be sent by regular first class mail postage prepaid.

#### 15. CONFIDENTIALITY.

15.1 Confidentiality Obligation. If either Party provides and (with proper basis) clearly labels any material as confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the financing, design, operation and maintenance of the System or of Purchaser's business ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors, consultants, Affiliates, lenders (existing or potential), investors (existing or potential) and potential third-party assignees of this Agreement or third-party acquirers of Provider or its Affiliates (provided and on condition that such potential third-party assignees be bound by a written agreement restricting use and disclosure of Confidential Information) (collectively, "Representatives"), in each case whose access is reasonably necessary. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. All Confidential



Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party.

15.2 Permitted Disclosures. Notwithstanding any other provision herein, neither Party shall be required to hold confidential any information that:

- (a) Becomes publicly available other than through the receiving Party;
- (b) Is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement;
- (c) Is independently developed by the receiving Party; or
- (d) Becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

15.3 Goodwill and Publicity. Neither Party shall use the service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other, including making commercially-reasonable efforts to obtain prior review and approval of the other Party, when making public announcements or other public disclosures related to or describing any aspect of this Agreement, unless any such statement is a permitted disclosure pursuant to Section 15.2. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Purchaser agrees that Provider may, at its sole discretion, take photographs of the installation process of the System and/or the completed System, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Purchaser permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state.

15.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article by the receiving Party or its Representatives or other Company to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article, but shall be in addition to all other remedies available at law or in equity.

15.4 Public Records Requests. Notwithstanding anything to the contrary herein, Provider understands that, as a public agency, Purchaser is subject to the California Public Records Act and, as such, this Agreement and some or all of the records related to this Agreement may be discloseable public records. If records are created or maintained by Purchaser and/or Provider pursuant to this Agreement and discloseable under that Act, Provider shall provide timely access to such records to the Purchaser for reproduction, upon request. Should Provider refuse to provide access to any documents requested by the Purchaser pursuant to a request under the Act and which must be disclosed under the Act, Provider shall bear all legal costs in responding to request and shall indemnify Purchaser, its governing body, every member of the governing body, employees, representatives and assigns against any and all claims related to the request.

## 16. INDEMNITY.

16.1 Provider agrees to accept responsibility for loss or damage to any person or entity, including Purchaser and Purchaser's property (and if the System is roof-mounted, including any damage to the roof, associated structure, or voiding of any applicable roof warranty), and to defend, indemnify, hold harmless, and release Purchaser, its officers, agents, and employees (collectively, the "Purchaser Indemnified Parties"), from and against any actions,

claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Provider, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Provider or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Purchaser's part, but, to the extent required by law, excluding liability due to Purchaser's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Provider or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

16.2 Purchaser's Indemnity. Purchaser agrees that it shall indemnify and hold harmless Provider, its permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by Provider Indemnified Parties to the extent arising from or out of any claim for injury to or death of any Company or loss or damage to property of any Company to the extent arising out of Purchaser's sole negligence or willful misconduct. Purchaser shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

## 17. INSURANCE.

17.1 Generally. With respect to performance under this Agreement and as to all activities on Purchaser's Premises, Provider shall maintain and require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C attached hereto and incorporated herein by this reference. Purchaser shall maintain its standard insurance and self-insurance sufficient to cover County's Premises obligations under this Agreement.. Provider acknowledges that Purchaser is self-insured and agrees that such self-insurance shall suffice so long as all coverages, amounts, and additional insured terms stated herein are otherwise provided for.

17.2 Certificates of Insurance. Each Party, upon request, shall furnish current certificates (or equivalent by Purchase, for self-insurance) evidencing that the insurance required under Section 17.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insured agrees to give the other Party thirty (30) days' written notice before the insurance is cancelled or materially altered.

17.3 Additional Insureds. Each Party's insurance policy shall be written on an occurrence basis and shall include the other Party as an additional insured as its interest may appear.

17.4 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

## 18. **DISPUTE RESOLUTION**

18.1 The Parties, through their respective authorized representative, shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "**Dispute**") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party.

18.2 If, after such negotiation in accordance with Section 18.1 above, the Dispute remains unresolved, the Parties may mutually agree to submit the dispute to non-binding mediation. In such mediation, the authorized representative of each Party shall meet for at least three (3) hours with a mediator whom the Parties choose together. If the Parties are unable to agree on a mediator, then the Parties may mutually agree to submit the dispute to formal mediation through the American Arbitration Association or any other mediation services provider.

18.3 In the event any Dispute is not settled to the mutual satisfaction of the Parties pursuant to Sections 18.1 or 18.2, both Parties shall retain the right, but not the obligation, to pursue any legal or equitable remedy available to it in a court of competent jurisdiction.

18.4 All mediations pursuant to Section 18.2 shall be held in Marin County, California. Any legal action or proceeding brought by either of the Parties against the other Party with respect to this Agreement or the transactions in connection with or relating hereto, may be brought in the Superior Courts of the State of California in the County of Marin and, by execution and delivery of this Agreement, each of the Parties hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid court and waives any objection which it may have to the laying of venue of any proceedings brought in any such court; and any claim that such proceedings have been brought in an inconvenient forum. Each of the Parties agrees that a judgment, after exhaustion of all available appeals, in any such action or proceeding shall be conclusive and binding upon each of the Parties, and may be enforced in any other jurisdiction, by a suit upon such judgment, a certified copy of which shall be conclusive evidence of the judgment.

19. MISCELLANEOUS.

19.1 Integration; Exhibits. The Agreement, together with the Exhibits and Schedules attached thereto or incorporated by reference, constitute the entire agreement and understanding between Provider and Purchaser with respect to the subject matter thereof and supersedes all prior agreements relating to the subject matter hereof which are of no further force or effect. The Exhibits and Schedules attached to this Agreement, including these General Terms and Conditions as incorporated by reference, are integral parts of this Agreement and are an express part of this Agreement. In the event of a conflict between the provisions of these General Terms and Conditions and any applicable Special Conditions, the provisions of the Special Conditions shall prevail.

19.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Purchaser.

19.3 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement the normal standards of performance within the Energy Services industry in the relevant market shall be the measure of whether Provider's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

19.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Purchaser shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

19.5 Sovereign Immunity. To the extent permitted by Applicable Law, Purchaser hereby waives any defense of sovereign immunity that Purchaser might otherwise have in connection with any action taken by Provider to enforce its rights against Purchaser under this Agreement.

19.6 Limited Effect of Waiver. The failure of Provider or Purchaser to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

19.7 Survival. The obligations under Section 2.4 (Removal of System), Section 7.1 (Provider Covenants), Sections 7.2(d), (e), (f), (g) and (h) (Purchaser Covenants), Section 8.3 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Limitation of Liability), Article 14 (Notices), Article 15 (Confidentiality), Article 18 (Dispute Resolution), Article 19 (Miscellaneous), all payment or indemnification obligations accrued prior to termination of this Agreement, or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement for any reason.

19.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that the courts of the State of California and the Federal Courts sitting therein shall have jurisdiction over any action or proceeding arising under this Agreement to the fullest extent permitted by Applicable Law and that venue shall be under the jurisdiction of the Superior Court of Marin County.

19.9 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby,

and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

19.10 Relation of the Parties. The relationship between Provider and Purchaser shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Purchaser, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

19.11 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Purchaser and their respective successors and permitted assigns.

19.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

19.13 Electronic Delivery. This Agreement may be duly executed and delivered by a Party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other Party.

19.14 Liquidated Damages Not Penalty. Purchaser acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Provider's actual damages resulting from the early termination of this Agreement. Purchaser further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Purchaser's rights and obligations under this Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Purchaser in lieu of Provider's actual damages.

[signature page follows]

These General Terms and Conditions are witnessed and acknowledged by Provider and Purchaser below. Neither Provider nor Purchaser shall have any obligations or liability resulting from its witnessing and acknowledging these General Terms and Conditions.

“PROVIDER”: FFP BTM Solar, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

“PURCHASER”: *Las Gallinas Valley Sanitary District*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**of General Conditions**

[PURCHASER'S LETTERHEAD]

[Landlord's Address]

Attn: Authorized Representative

Re: Proposed Energy System Installation at [Address of Premises]

Lease dated [ ] between [PURCHASER] and [LANDLORD] (the "Lease")

Dear Authorized Representative:

As has been discussed with you, [PURCHASER] ("Purchaser") and [FFP Entity] ("Provider") have entered into an Energy Services Agreement, pursuant to which Provider will install, finance, operate, and maintain a [solar photovoltaic] system at the above-referenced premises which [PURCHASER] leases from you pursuant to the Lease. By signing below and returning this letter to us, you confirm that:

1. The [solar photovoltaic] system and the renewable energy (including environmental credits and related attributes) produced by the system are personal property, and shall not be considered the property (personal or otherwise) of [LANDLORD] upon installation of the system at the premises. Landlord consents to the filing by Provider of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction of the Premises.
2. Provider or its designee (including finance providers) shall have the right without cost to access the premises in order to install, operate, inspect, maintain, and remove the [solar photovoltaic] [battery storage] system. [LANDLORD] will not charge Purchaser or Provider any rent for such right to access the premises.
3. [LANDLORD] has been advised that the finance providers for the [solar photovoltaic] [battery storage] system have a first priority perfected security interest in the system. Provider and the finance providers for the [solar photovoltaic] [battery storage] system (including any system lessor or other lender) are intended beneficiaries of [LANDLORD]'s agreements in this letter.
4. [LANDLORD] will not take any action inconsistent with the foregoing.

We thank you for your consideration of this opportunity and we look forward to working with you in our environmental campaign to increase the utilization of clean, renewal energy resources.

Very truly yours,

[PURCHASER]

By: \_\_\_\_\_

Name:

Title: Authorized Representative

Acknowledged and agreed by:

[LANDLORD]

By: \_\_\_\_\_

Name:

Title: Authorized Representative

**Exhibit B**  
**of General Conditions**

**Certain Agreements for the Benefit of the Financing Parties**

Purchaser acknowledges that Provider will be receiving financing accommodations from one or more Financing Parties and that Provider may sell or assign the System or this Agreement and/or may secure Provider's obligations by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. Provider will inform Purchaser in writing of any relevant Financing Party and its role in financing the System. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any such Financing Party, Purchaser agrees as follows:

(a) **Consent to Collateral Assignment.** Purchaser consents to either the assignment, sale or conveyance to a Financing Party or the collateral assignment by Provider to a Financing Party, of Provider's right, title and interest in and to this Agreement.

(b) **Notices of Default.** Purchaser will deliver to the Financing Party, concurrently with delivery thereof to Provider, a copy of each notice of default given by Purchaser under this Agreement, inclusive of a reasonable description of Provider default. No such notice will be effective absent delivery to the Financing Party. Purchaser will not mutually agree with Provider to cancel, modify or terminate this Agreement without the written consent of the Financing Party.

(c) **Rights Upon Event of Default.** Notwithstanding any contrary term of this Agreement:

i. The Financing Party, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement and only in the event of Provider's or Purchaser's default. The Financing Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.

ii. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Purchaser hereby gives it the option to do so.

iii. Upon the exercise of remedies under its security interest in the System, including any sale thereof by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party) in lieu thereof, the Financing Party shall give notice to Purchaser of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any default not reasonably susceptible to cure by a Finance Party, including, without limitation, rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of the Financing Party made within ninety (90) days of such default, Purchaser shall enter into a new agreement with the Financing Party or its designee having the same terms and conditions as this Agreement.

(d) **Right to Cure.**



i. Except for in the event of any Early Termination pursuant to Article 2.2 of the Agreement, Purchaser will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Provider) of its intent to terminate or suspend this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement. The Parties agree that the cure rights described herein are in addition to and apply and commence following the expiration of any notice and cure period applicable to Provider. The Parties respective obligations will otherwise remain in effect during any cure period; *provided*, if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed additional ninety (90) days.

ii. If the Financing Party (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Sub-section (d)(i). above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third Company or entity, then such Company or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

**Exhibit C**  
**of General Conditions**  
**Insurance**

**I. Contractor - Required Insurance**

At or before the Effective Date, Provider shall furnish to Purchaser satisfactory proof that Provider has obtained the following insurance as specified below.

In the event of a claim for which Provider has liability, Purchaser reserves the right to review any and all of the required insurance policies and/or endorsements (subject to redaction for confidentiality reasons), but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Provider from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Agreement.

**1. Workers Compensation Insurance & Employers Liability Insurance**

- a.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b.** Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c.** The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Purchaser.
- d.** Required Evidence of Insurance:
  - i.** Subrogation waiver endorsement, and
  - ii.** Certificate of Insurance.

If injury occurs to any employee of Provider, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from Purchaser under provisions of the Workers Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Purchaser, Purchaser may retain out of sums due Provider under the Agreement, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Purchaser is compelled to pay compensation, Purchaser may, in its discretion, either deduct and retain from amounts due Provider the amount so paid, or require Provider to reimburse Purchaser.

**2. General Liability Insurance**

- a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b.** Minimum Limits: \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$10,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Provider maintains higher limits than the specified minimum limits, Purchaser requires and shall be entitled to coverage for the higher limits maintained by Provider.
- c.** Provider may meet the per Occurrence limit with a combination of primary and excess coverages. Provider's excess umbrella insurance at \$10,000,000 in the aggregate satisfies Purchaser's requirement that the general aggregate be double the single loss limit.
- d.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Purchaser. Provider is responsible for any deductible or self-insured retention and shall fund it upon Purchaser's written request, regardless of whether Provider has a claim against the insurance or is named as a party in any action involving the Purchaser.
- e.** Insurance shall be maintained for the entire Term, including any warranty period. Completed operations insurance shall be maintained after the end of the warranty period for two (2) years after the end of the

warranty period.

- e. Las Gallinas Valley Sanitary District, its Board of Directors, and their employees, representatives, consultants, and agents, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Provider in the performance of the Agreement. Additional insured status shall continue for the periods specified in Section 2.d. above.
- f. The additional insured endorsement for completed operations shall not be restricted to work performed during the current policy period.
- g. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- i. The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.
- j. The policy shall not contain a Providers' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- k. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- l. The policy shall cover inter-insured suits between Provider and the additional insureds and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- m. Required Evidence of Insurance:
  - i. Additional insured endorsements or policy language granting additional insured status;
  - ii. Endorsement or policy language indicating that insurance is primary and non-contributory; and
  - iii. Certificate of Insurance.

**3. Automobile Liability Insurance**

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- c. Insurance shall cover all owned, hired and non-owned vehicles.
- d. Las Gallinas Valley Sanitary District, its Board of Directors, and their employees, representatives, consultants, and agents shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- e. Insurance shall be maintained for the entire Term including any warranty period.
- f. Required Evidence of Insurance:
  - i. Endorsement or policy language indicating that Purchaser, its Board of Directors, and their employees, representatives, consultants, and agents, are insureds; and
  - ii. Certificate of Insurance.

**4. Professional Liability/Errors & Omissions Insurance** *(Required if the Provider or its employees engage in Agreement-related design or professional activities (architecture, engineering or surveying) which are not subcontracted out).*

- a. Minimum Limit: \$2,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Purchaser.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the construction.
- d. Insurance shall be continued for at least two (2) years after completion of the subject construction. Continuation insurance may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the subject construction.

- e. If Provider hires a third party to provide design or professional services, the requirements set forth in this Section 4 shall be considered met upon such third party evidencing the required coverage.
- f. Required Evidence of Insurance: Certificate of Insurance.

**A. Increase of Minimum Limits**

Required minimum amounts of insurance may be increased should conditions, in opinion of Purchaser, warrant such increase. Provider shall increase required insurance amounts upon direction by Purchaser. Notwithstanding the foregoing, such increase in minimum amounts may only be required if the size and scope of the System materially change to such a point as to warrant additional coverage for such increased risk.

**B. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**C. Documentation**

- a. The Certificate of Insurance shall include the following reference: Photovoltaic Energy and Battery Storage System for Las Gallinas Valley Sanitary District.
- b. Provider agrees to maintain current Evidence of Coverage on file with the Purchaser for the entire Term and any periods specified in Sections 1-4 above.
- c. Required Evidence of Insurance shall be submitted to: General Manager, Las Gallinas Valley Sanitary District, 101 Lucas Valley Rd., Suite 300, San Rafael, CA 94903
- d. For any renewal or replacement of a policy that already exists, Provider shall attempt to provide renewal evidence of insurance to Purchaser once available.
- e. Provider shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. In the event of a claim where Provider holds liability, then Purchaser may written request certified copies of required insurance policies, which Provider shall provide within thirty (30) days of request, provided that Provider may redact such policies for confidentiality reasons.

**D. Material Breach**

If Provider fails to maintain Insurance which is required hereby, it shall be deemed a material breach. Purchaser, at its sole option, may terminate the Contract for default and obtain damages from Provider resulting from said breach. Alternatively, Purchaser may purchase the required Insurance, and without further notice to Provider, Purchaser may deduct from sums due to Provider any premium costs advanced by Purchaser for such insurance. These remedies shall be in addition to any other remedies available to Purchaser under the Agreement or in law or equity.

**II. Subcontractors - Required Insurance**

With respect to their portion of the work, subcontractors of all tiers shall maintain the same insurance required to be maintained by Provider with minimum limits as follows:

1. Minimum General Liability Limits: \$2,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate.
2. Minimum Automobile Liability Limits: \$2,000,000 combined single limit per accident.
3. Subcontractors shall ensure that Purchaser is an additional insured with a form at least as broad as CG 20 38 04 13.
4. Professional Liability/Errors & Omissions Insurance (*Required for any architect, engineer, surveyor or other licensed professional engaged by Provider to perform any construction under the Agreement*)
  - a. Minimum Limit: \$2,000,000 per claim or per occurrence.

- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Purchaser.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the subject construction.
- d. Coverage applicable to the work performed under the Contract shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the subject construction.
- e. **Required Evidence of Insurance**: Certificate of Insurance.

**ENERGY SERVICES AGREEMENT – SOLAR**

**Wastewater Treatment Facility - Las Gallinas Valley Sanitary District**

This Energy Services Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), between FFP BTM SOLAR, LLC, a Delaware limited liability company (“Provider”), and *Las Gallinas Valley Sanitary District* (“Purchaser”; and, together with Provider, each, a “Party” and together, the “Parties”).

**RECITALS**

- 2.1 Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and Provider is willing to have the Installation Work performed by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed;
- 2.2 Provider and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between FFP BTM SOLAR, LLC and Purchaser dated as of \_\_\_\_\_, 2022 (“General Terms and Conditions”), which are incorporated by reference as set forth herein; and
- 2.3 The terms and conditions of this Energy Services Agreement, excluding the General Terms and Conditions incorporated herein, constitute the “Special Conditions” referred to in the General Terms and Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of General Terms and Conditions. The General Terms and Conditions are incorporated herein as if set forth in their entirety.
- 2. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Terms and Conditions), unless and until extended or terminated earlier pursuant to the provisions of this Agreement (the “Initial Term”). After the Initial Term, this Agreement may be renewed for an additional five (5) year term (a “Renewal Term”). At least one hundred and eighty (180) days, but no more than three hundred and sixty-five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have ninety (90) days to agree to continuation of this Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the “Term”.
- 3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Subsidy
Schedule 2	Energy Services Payment
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Site-Specific Information and Requirements
Schedule 7	Specific Items for Scope of Work
Schedule 8	Site Diagram
Schedule 9	Upgrades, Scope and/or Schedule Change Acknowledgment

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser’s electricity usage and the System performance. Such information may be stored and processed in the United States or any other country in which Provider or its third-party service providers, or its or their respective affiliates, subsidiaries, or service providers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser’s country.
  
5. Purchase Requirement; Energy Services Payment. “Energy Services” means the supply of electrical energy output from the System and any associated reductions in Purchaser’s peak demand from its Local Electric Utility. After the Commercial Operation Date, Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System during each relevant month of the Term, up to 110% of the system designed output per Schedule 4. All output above 110% of projection shall accrue to Purchaser free of charge for Purchaser’s use. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits.
  
6. Estimated Annual Production. The annual estimate of electricity generated by the system for each year of the initial term is set as forth in Schedule 4 of the Special Conditions (“Estimated Annual Production”).
  
7. Minimum Guaranteed Output. If the System fails to generate at least ninety percent (90%) of the Estimated Annual Production for a full 12-month period commencing on the Commercial Operation Date (and each anniversary thereof) (such amount, the “Minimum Guaranteed Output”), other than as a result of the acts or omissions of Purchaser or the Local Electric Utility (including a Disruption Period), or an Event of Force Majeure, Provider shall credit Purchaser an amount equal to Purchaser’s Lost Savings on the next invoice or invoices during the following Term Year. The formula for calculating Lost Savings for the applicable Term Year is as follows:

$$\text{Lost Savings} = (\text{MGO} * \text{WPR} - \text{AE}) \times \text{RV}$$

MGO = Minimum Guaranteed Output, as measured in total kWh, for System for the applicable Term Year.

WPR = Weather Performance Ratio, measured as the ratio of the actual insolation over typical (pro-forma) insolation as indicated in Schedule 10. Such Weather Performance Ratio shall only apply if the ratio is less than 1.00.

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Term Year.

$$\text{RV} = (\text{ATP} - \text{kWh Rate})$$

ATP = Average tariff price, measured in \$/kWh, for the applicable Term Year paid by Purchaser with respect to the Premises. This price is determined by dividing the total cost for delivered electricity, including all charges associated with such electricity howsoever named, including, without limitation, charges for distribution, transmission, demand, and systems benefits, paid to the Local Electric Utility during the applicable Term Year by the total amount of delivered electricity by the Local Electric Utility during such Term Year.

kWh Rate = the kWh Rate in effect for the applicable Term year, measured in \$/kWh.

Lost Savings Cap = System size (DC) as installed in megawatts, multiplied by \$20,000. For the avoidance of doubt, the Lost Savings Cap is applicable to each Term Year.

If the RV is zero or less, then no Lost Savings payment shall be due to Purchaser. Such payment for any Lost Savings shall be made by Provider no later than sixty (60) days after the end of the Term Year during which such Lost Savings occurred (or following the date of termination, in the event of an early termination of this Agreement).

- 8. Sunlight Easements. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora from overshadowing or otherwise blocking access of sunlight to the System.
- 9. Use of System. Purchaser will not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

**PROVIDER:**  
**FFP BTM Solar, LLC**

**PURCHASER:**  
**Las Gallinas Valley Sanitary District**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



**SCHEDULES**

**I. Schedule 1 – Description of the Premises, System and Subsidy**

<b><u>A. Premises</u></b>	<b>Las Gallinas Valley Sanitary District Wastewater Treatment Facility 300 Smith Ranch Road San Rafael, CA 94903</b>
<b>Site diagram attached:</b>	X Yes <input type="checkbox"/> No
<b><u>B. Description of Solar System</u></b>	Behind the Meter, Net Energy Meter Aggregation (NEMA)
<b>Solar System Size:</b>	1,074.45 kW (DC) (this is an estimate (and not a guarantee) of the System size; Provider may update the System Size prior to the Commercial Operation Date, however, Provider shall promptly inform Purchaser and obtain Purchaser’s consent upon discovering or anticipating a downward deviation in the System size of more than 15% of the stated estimate.)
<b><u>C. Anticipated Subsidy or Rebate</u></b>	\$0

## II. Schedule 2 – Energy Services Payment

Purchaser shall pay to Provider a monthly payment (the “Energy Services Payment”) for the Energy Services provided by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

The “Actual Monthly Production” means the amount of energy recorded by Provider’s metering equipment during each calendar month of the Term.

The kWh Rate with respect to the System under this Agreement shall be in accordance with the following schedule:

<b>Term Year</b>	<b>kWh Rate (\$/kWh)</b>	<b>Term Year</b>	<b>\$/kWh Rate (\$/kWh)</b>
1	\$0.1295	11	\$0.1295
2	\$0.1295	12	\$0.1295
3	\$0.1295	13	\$0.1295
4	\$0.1295	14	\$0.1295
5	\$0.1295	15	\$0.1295
6	\$0.1295	16	\$0.1295
7	\$0.1295	17	\$0.1295
8	\$0.1295	18	\$0.1295
9	\$0.1295	19	\$0.1295
10	\$0.1295	20	\$0.1295

If distribution upgrades are required by the Local Electric Utility, within 30 days of receipt of notice from the Local Electric Utility of the distribution upgrade costs, Purchaser will provide written notice to Provider of Purchaser’s election of one of the following options:

- A. Purchaser will pay the entire amount of such distribution upgrade costs, and the kWh rate as stated in PPA Rate Table will remain unchanged. Purchaser shall make payments directly to the Local Electric Utility in accordance with the requirements of the Local Electric Utility.
- B. For every \$0.01 per watt DC of such distribution upgrade costs, the kWh rate in PPA Rate Table will increase \$0.0007 per kWh.

Scope Changes (ITC Eligible): If changes in project scope occur that are eligible for the Federal Investment Tax Credit (such as but not limited to adverse geotechnical conditions) and such additional scope and associated costs go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such associated costs, and, within 30 days of receipt of notice from Provider reasonably substantiating the associated costs, Purchaser will provide written notice to Provider of Purchaser’s election of one of the following options:

- 8.1 Purchaser will pay the entire amount of such associated costs, and the kWh rate as stated in PPA Rate Table will remain unchanged.
- 8.2 For every \$0.01 per watt DC of such associated costs, the kWh rate in PPA Rate Table will increase \$0.0005 per kWh.

Scope Changes (Non-ITC Eligible): If changes in project scope occur that are not eligible for the Federal Investment Tax Credit (such as but not limited to additional required ADA upgrades) and such additional scope and associated costs go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such associated costs, and, within 30 days of receipt

of notice from Provider reasonably substantiating the associated costs, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

- 8.3 Purchaser will pay the entire amount of such associated costs, and the kWh rate as stated in PPA Rate Table will remain unchanged.
- 8.4 For every \$0.01 per watt DC of such associated costs, the kWh rate in PPA Rate Table will increase \$0.0006 per kWh.

If the aggregate of costs set forth above for which Purchaser has elected to pay for via increased kWh Rate exceed the maximum total kWh Rate increase of \$0.01174, the Provider has the option to terminate this Agreement and to remove the System pursuant to Section 2.4 of the General Conditions. In no event shall Purchaser be responsible for costs that exceed the stated kWh Rate increase.

### III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under this Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc does not include costs of removal)	Purchase Date Occurs on the 91 <sup>st</sup> day following: (Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)
1*	\$4.22		--
2	\$3.66		--
3	\$3.40		--
4	\$3.16		--
5	\$2.92		--
6	\$2.69		--
7	\$2.65		--
8	\$2.63		--
9	\$2.60		--
10	\$2.57		--
11	\$2.54		--
12	\$2.51		--
13	\$2.47		--
14	\$2.44		--
15	\$2.41		--
16	\$2.37		--
17	\$2.33		--
18	\$2.30		--
19	\$2.26		--
20	\$2.22		--
		5 <sup>th</sup> Anniversary	\$2.19
		6 <sup>th</sup> Anniversary	\$2.15
		7 <sup>th</sup> Anniversary	\$2.13
		8 <sup>th</sup> Anniversary	\$2.10
		9 <sup>th</sup> Anniversary	\$2.07
		10 <sup>th</sup> Anniversary	\$2.04
		11 <sup>th</sup> Anniversary	\$2.01
		12 <sup>th</sup> Anniversary	\$1.97
		13 <sup>th</sup> Anniversary	\$1.94
		14 <sup>th</sup> Anniversary	\$1.91
		15 <sup>th</sup> Anniversary	\$1.87
		16 <sup>th</sup> Anniversary	\$1.83
		17 <sup>th</sup> Anniversary	\$1.80
		18 <sup>th</sup> Anniversary	\$1.76
		19 <sup>th</sup> Anniversary	\$1.72

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).

\*Includes Early Termination prior to the Commercial Operation Date.

If an early termination fee is due by Purchaser, and Purchaser is not taking title to the System, Purchaser shall reimburse Provider for the removal of the System at the actual cost, plus a 15% markup, with a maximum cost of \$0.75/W dc. The removal costs shall be in addition to and not in lieu of the Early Termination Fee as listed in Column 1 in the table above.

**IV. Schedule 4 – Estimated Annual Production**

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under this Agreement shall be as follows:

<b>Term Year</b>	<b>Estimated Production (kWh)</b>	<b>Term Year</b>	<b>Estimated Production (kWh)</b>
1	1,866,421	11	1,775,172
2	1,857,089	12	1,766,296
3	1,847,804	13	1,757,465
4	1,838,565	14	1,748,678
5	1,829,372	15	1,739,934
6	1,820,225	16	1,731,235
7	1,811,124	17	1,722,578
8	1,802,068	18	1,713,966
9	1,793,058	19	1,705,396
10	1,784,093	20	1,696,869

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1 and based on initial System designs. Provider may deliver to Purchaser an updated table on or about the Commercial Operation Date based on the actual System size and design, however, Provider shall promptly inform Purchaser and obtain Purchaser’s consent upon discovering or anticipating a downward deviation of more than fifteen percent (15%) of the stated estimate.

**V. Schedule 5 – Notice Information**

**Purchaser:**

Las Gallinas Valley Sanitary District  
 Attn: Engineering  
 101 Lucas Valley Rd  
 STE 300  
 San Rafael, California 94903

*With a copy to*

**Provider:**

FFP BTM Solar, LLC  
 c/o Forefront Power, LLC  
 Attn: Director, Energy Services  
 100 Montgomery St., Suite 725  
 San Francisco, CA 94104

*With a copy to*

FFP BTM Solar, LLC  
 c/o Forefront Power, LLC  
 Attn: Legal Department  
 100 Montgomery St., Suite 725  
 San Francisco, CA 94104  
 Email: FPLegal@forefrontpower.com

**Financing Party:**

[To be provided by Provider when known]

**VI. Schedule 6 – Site Specific Information and Requirements**

In accordance with Section 7.2(f) of the General Terms and Conditions, the following information references any known restrictions on the use of the Premises for the construction, ownership, use and operation of the System, including any land use restrictions, known underground structures or equipment, or limitations arising under permits or applicable law, as well as any additional Environmental Documents, reports or studies in the possession or control of the Purchaser, which shall each have been delivered to Provider as of the Effective Date:

<b>Type of Information</b>	<b>Purchaser is not aware of any relevant information</b>	<b>Relevant Document Provided by Purchaser</b>
Phase I environmental site assessment		Not Provided
Reports on site sampling (soil or groundwater)		Not Provided
Cleanup plan, corrective action plan or permits applicable to Premises		Not Provided
Open spill reports or unresolved release reports		Not Provided
Known underground storage tanks, foundations, utilities		Not Provided
Utility easements or public rights of way		Not Provided
Completed closure or “cap” on buried waste or other materials		Not Provided
Systems in place for extracting and collecting methane, groundwater or leachate		Not Provided
Subject to the control of a trustee, group of entities or entities other than landlord and/or Purchaser		Not Provided
As-built drawings and engineering reports of existing PV systems to be removed from site		Not Provided

## **VII. Schedule 7 – Specific Items for Scope of Work**

- All System structures shall be permitted through the authority having jurisdiction as ground mounted structures, as applicable. Provider shall obtain permits on behalf of the project(s), including building department, structural, grading, and/or electrical permits as required.
- Provider and Purchaser are operating under the assumption that the premises will be eligible for a CEQA Notice of Exemption (NOE), and that a special use, conditional use, or zoning permit will not be required. Provider assumes that Purchaser, as lead agency, will issue a Notice of Exemption for CEQA. Upon request, Provider shall provide such limited support as necessary to Purchaser to obtain the NOE, including, if necessary, biological study and associated consultant statement and summary citing exemptions applicable. Provider shall not be responsible for costs or delays associated with any unforeseen required CEQA studies, special use, conditional use, or zoning permits, or mitigations that may result from a CEQA submittal and public comment. Additionally, Provider shall not be responsible for costs or delays associated with CEQA-related mitigations resulting from construction activities, including but not limited to Archaeological, Cultural or Biological discoveries.
- Purchaser shall be responsible for all costs associated with all efforts and expenses required to obtain CEQA approval beyond the securing of a CEQA Notice of Exemption. The Construction Start Date shall be extended on a day for day basis for delays associated with CEQA review.
- Fencing shall be 6' tall chain link, with barbed wire. Provider will determine the number of gates that are to be installed on the perimeter fencing, and such location(s) will be indicated on Provider's drawings and plan submittals to Purchaser. Provider assumes that the entirety of the existing fencing around the existing PV systems are in suitable condition to remain in place.
- Provider shall be responsible for all tree trimming and tree removal in order to facilitate the installation of the Systems. Provider will remove tree such that area is flush with grade. Purchaser shall acknowledge and approve removal of trees identified by Provider, in order to install the system and such approval shall not be unreasonably withheld. Purchaser shall be responsible for the costs associated with afforestation or reforestation for any trees removed. Purchaser can elect to address afforestation or reforestation itself, or require that Provider address it through the change order process described in Schedule 2. Irrigation re-routing shall not be the responsibility of the Provider.
- Provider intends to interconnect the System to Purchaser-owned 480V service at a mutually agreeable location. Provider assumes that the conductors and service equipment will be sufficiently capable of accepting the additional electrical load of the System. Provider shall be responsible for completing all required upgrades to the Purchaser's pre-existing electrical system and infrastructure in order to facilitate the installation of the Systems. Purchaser shall be responsible for the costs associated with required upgrades to the Purchaser's pre-existing electrical system and infrastructure. Provider shall work with Purchaser in good faith to determine a mutually-acceptable solution for Purchaser to pay such additional costs, if any, including potentially an increase in the kWh rate by exercising the Scope Changes (Non-ITC Eligible) rates in Schedule 2.
- Provider shall be responsible for all fees associated with the interconnection application, except that Provider shall not be responsible for any upgrades determined necessary by the Local Electric Utility.

- Provider assumes that existing grade is level and that no grading is required in support of System installation.
- Provider shall not be responsible for exporting soils. Any spoils that result from the installation of the System are assumed to be spread on site.
- Provider does not intend to use PVC coated rigid conduits, nor concrete encased conduits
- Provider intends to configure the System to be operated in parallel with electric distribution services from the Local Electric Utility. Provider and Purchaser agree that during Local Electric Utility power outages, public safety power shut offs or other instances when the Local Electric Utility ceases to provide electric distribution services to the Premises, the System shall cease providing Energy Services to the Premises until such time as the Local Electric Utility resumes electrical distribution services.
- Provider assumes free, unobstructed native soil, capable of providing structural support to the PV system and being suitable for trenching or directional boring. Provider shall not be responsible for such additional expenses related to underground conditions that are rocky, sandy, contaminated, contain ground water, result in caving, or otherwise have problematic construction limitations. Additional expenses related to these conditions include, but are not limited to, hard rock drilling, de-watering, installation of casings, spread footings, importing of backfill, or other abnormal installation methods. Provider shall work with Purchaser in good faith to determine a mutually-acceptable solution for Purchaser to pay such additional costs, including potentially an increase in the kWh rate in Schedule 2.
- Provider assumes no required shoring or de-watering for trenches, and a maximum required pile depth of not more than 10' and W6X9 pile sizing.
- Provider assumes Risk Level I BMPs as it relates to relevant SWPP assumptions for the installation of the System.
- Provider will execute a Phase I Environmental Site Assessment, in accordance with ASTM e1527. Provider assumes that there are no Recognized Environmental Conditions, Historical Recognized Environmental Conditions or de minimis concerns associated with the Project Site.
- Provider agrees to construct the System in no more than 1 construction phase, and that Provider will be allowed ample space to store material on site.
- Provider assumes that there is a potable water source on site, and available for Provider's use in constructing, cleaning and maintaining the system.
- Provider shall be responsible for all inspection and inspector costs associated with the installation of the system.
- Purchaser shall deliver to Provider all as-built drawings or design drawings in order to fully develop the solar plan sets and designs. Provider shall not be responsible for the accuracy of the as-built drawings.
- Provider excludes provision of temporary generators for any required facility power shutdowns.
- Purchaser shall be responsible for coordinating permanent disconnection of the two separately interconnected PV systems with the Local Electric Utility. Provider shall be




responsible for physical disconnection, demolition, and removal of existing PV system equipment.

- Provider assumes that no additional flood protection measures are required due to the District's future plans to implement Sea Level Rise mitigation to protect District infrastructure (including the PV system area) in the Reclamation Area.
- Provider assumes that the existing medium voltage underground conduit and wires (between the two existing PV system medium voltage transformers) are suitable for reuse and in proper condition for the full duration of this Agreement. Provider also assumes that the pullboxes for this existing conduit can be opened to observe physical condition of the conductors. The provided as-built PV system plans do not indicate the material of the medium voltage conductors, and the Provider has assumed that they are copper conductors for the estimation of the new PV system's AC line losses due to voltage drop.
- Provider assumes no title and/or real estate risks, encumbrances or other limitations exist that would otherwise limit Provider's ability to access the site, install, own and operate the system. Provider assumes that all parcels encompassed by the site area recommended by Purchaser will be owned by Purchaser at time of development.

# VIII. Schedule 8 – Site Diagram



PV SYSTEM DESCRIPTION	
MODULE TYPE	LONGI LR4-72 HRH 438M
MODULE QTY.	2470
INVERTER	1 ACHAVA ELECTRA SOLAR XGI 1500-125, 125 KW
INVERTER QTY.	7
SYSTEM SIZE (DC)	1074.45 KW
SYSTEM SIZE (AC)	875 KW
SYSTEM SIZE (CERCAC)	992.89 KW
TRANSFORMER(S)	(1) 1000 KVA 600V, 12 KV DELTA, PAD-MOUNTED, OIL FILLED (FR3), (1) 500 KVA 12 KV 480V/277V, PAD-MOUNTED, OIL FILLED (FR3)
SITE LAT/LONG	38.0209° - 122.5074°
POI LAT/LONG	38.0259° - 122.5195
ASPECT (°)	150°
TILT ANGLE (°)	30°
ARRAY PITCH	30' (86% GCR)
SNOWLOAD	0 PSF
WIND SPEED	91 MPH
SEISMO DESIGN CAT.	17 (DEFAULT)
SITE ACREAGE	~ 6



**FOREFRONT POWER**

100 MONTGOMERY CITE #125  
SAN FRANCISCO, CA 94104  
(415) 254-2653  
www.forefrontpower.com

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STAMP:

NOT FOR CONSTRUCTION

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LAB GALLINAS SANITARY DISTRICT

300 SMITH RANCH ROAD,  
SAN RAFAEL, CA 94903

PROJECT NUMBER: CL-22-0142

SHEET TITLE: LAYOUT

SHEET SIZE: ANSI B (17" X 11")

REV.	DESCRIPTION	DATE	INT.
1	REVISED CL	8.8.22	RH
2	REVISED CL	7.7.22	RH
3	REVISED CL	9.6.22	RH
4	REVISED CL	9.14.22	RH
5	REVISED CL	7.8.22	RH

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DATE: 8.28.2022  
PROJECT ENGINEER: RH

PROJECT PHASE: E ESTIMATE

SCALE: 1" = 300'

SHEET NO.: CL-1

**IX. Schedule 9 – Upgrades, Scope and/or Schedule Change Acknowledgment**

This Acknowledgment is made in accordance with Schedule 2 of the Special Conditions and/or Section 2.2(b) of Exhibit A, General Terms and Conditions of the Energy Service Agreement – [Solar], between Las Gallinas Valley Sanitary District (“Purchaser”) and FFP BTM Solar, LLC (“Provider”), dated [\_\_\_\_\_, 20\_\_] (the “Agreement”). Upon execution by both Purchaser and Provider, this Acknowledgment shall be effective as of [INSERT DATE] (the “Acknowledgment Effective Date”).

1. Type of Change:

- Distribution Upgrades
- Scope Changes (ITC Eligible)
- Scope Changes (Non-ITC Eligible)
- Day for Day Extension
- Extension for Good Cause

2. Description of Change

[INSERT DESCRIPTION AND IF PROVIDER SEEKING EXTENSION FOR GOOD CAUSE, PROVIDER TO DETAIL CIRCUMSTANCES AND ACTIONS PROVIDER IS TAKING TO COMPLETE SYSTEM ON AGREED UPON SCHEDULE]

3. Change in kWh Rate and Early Termination Fee [IF NO IMPACT TO RATE OR ETF THEN DELETE]

[INSERT UPDATED KWH RATE AND EARLY TERMINATION FEE TABLE]

4. Updated Guaranteed Construction Start Date and Guaranteed Commercial Operation Date [IF NO IMPACT TO CLIFF DATES THEN DELETE]

The Parties hereby agree that the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date as defined in the Agreement are updated as follows:

Guaranteed Construction Start Date: [\_\_\_\_\_]
Guaranteed Commercial Operation Date: [\_\_\_\_\_]

The Parties hereby acknowledge and confirm the terms set forth herein as of the Acknowledgment Effective Date.

[PURCHASER]

FFP BTM Solar, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

## **X. Schedule 10 – Project Specifications**

### **SPECIFICATIONS**

Las Gallinas Valley Sanitary District

#### **PART 1 OVERVIEW**

- 1.1 The District's goals are to:
  - A Obtain pricing for the Capital purchase and for an optional power purchase agreement (PPA) for a new PV system.
  - B Remove and dispose of approximately 2,400 existing solar panels, and 3 central inverters.
  - C Reuse existing racking, conduit, transformers, pull boxes, electric panels, Data acquisition system, etc., as appropriate.
  - D Install a 1 MW PV system.
- 1.2 Introduction
  - A The District's main treatment facility is located at 300 Smith Ranch Road, San Rafael, CA. 94903
  - B The existing PV system is 588 kW and is installed approximately 3,200 feet to the northeast of the main plant. The PV system uses a step-up and step-down transformers to deliver the energy from the PV system to the plant.
  - C Plan Drawings for the existing system are included as Attachment 1.
  - D The existing system has had modifications over time, including:
    - 1 The theft of ~90 panels in 2010 that were replaced with new Suntech panels. These panels should be disposed of and replaced.
    - 2 The installation of 234 new Canadian Solar panels in 2021, as a warranty replacement of the original panels. The new Canadian Solar panels could be reused if there is a cost benefit. If not, the District will store those panels for future projects.
  - E The District is responsible for medium voltage underground between the step-down and step-up transformers.
  - F The District has completed an interconnection application for the new system to ensure qualification for NEM2. The draft single line diagram is included as Attachment 2.
- 1.3 Scope of Work
  - A Remove and Palletize of the existing PV panels as appropriate for disposal by the District.
  - B Remove and Dispose of the existing inverters as appropriate.
  - C Design, install, and operate a new PV system.
- 1.4 Prevailing Wages are required.
- 1.5 The District will retain ownership of all environmental attributes of the energy systems (Renewable Energy Credits (RECs), Carbon Credits, etc.)
- 1.6 In the case of a PPA, the vendor will be responsible for all operations and maintenance

of the PV system for the life of the PPA. Operations and Maintenance will include system operation, repair, warranty replacement, weed control (Roundup is not allowed), security, system output, etc.

## **PART 2 CONSTRUCTION SUBMITTALS**

### **2.1 SUBMITTALS DUE WITH EXECUTION OF THE AGREEMENT:**

- A General Liability insurance certificate with endorsement
- B Automobile Liability insurance certificate with endorsement
- C Executed Workers Compensation Certification

### **2.2 PRE-CONSTRUCTION SUBMITTALS**

- A 60% and 90% detailed drawings for review and comment by the District.
- B Stamped permit set with Professional Engineer (registered in the State of California) verification that the systems and the mounting structures and details will meet all local applicable seismic and wind-load requirements per the Specification, for review and approval.
- C Utility interconnection applications.
- D Copies of permits.
- E Fire jurisdiction approval for fire access.

### **2.3 POST CONSTRUCTION SUBMITTALS**

- A As-built drawings showing the final placement of all combiner boxes, connections, and conduit placement, electrical plans, including three-line diagrams, and elevation drawings showing the final placement of the electrical equipment.
- B Copies of all start-up procedure measurements.
- C Copies of all testing data and reports.
- D Copies of Utility operation Approval.
- E Lien releases from all subcontractors.

## **PART 3 WARRANTIES**

### **3.1 VENDOR WARRANTY**

- A The vendor is responsible for ensuring that the systems operate as designed for the term of the agreements.
- B All repairs shall be completed in a timely fashion, including, but not limited to, failed cells, inverter issues, damage to units, etc.
- C As part of system monitoring, the Contractor will notify the District staff of performance issues within 15 days.

3.2 All materials used in the construction of the system shall be warranted against degradation for the life of the equipment.

### **3.3 QUALITY ASSURANCE**

- A All generating equipment shall be certified by Underwriter Laboratories

(UL). The system shall be comprised of UL listed components or in cases where a UL listed component is not available, the component shall be listed by another OSHA recognized National Recognized Testing Laboratory (NRTL).

- B All installations shall meet or exceed Cal-OSHA requirements for equipment access.
- C The installation shall not void the warranty or UL Listing of any existing equipment or electric panels

#### **PART 4 CONTRACTOR EXPERIENCE**

- 4.1 Installation Contractor must hold appropriate licenses, and be approved by the Manufacturer to install the system.
- 4.2 Subcontractors must hold licenses in the appropriate disciplines.
- 4.3 Electrical work will be completed by a licensed electrical contractor.

#### **PART 5 MATERIALS SPECIFICATION**

##### **5.1 GENERAL**

- A The Work shall include all materials, labor, equipment, fencing, trenching, paving, electric panels, breakers, services, and incidentals necessary to install a complete PV system including, but not limited to, the work included in this Specification.
- B At a minimum, the Project shall consist of the design, supply, and installation of equipment, mounting structures, terminal and combiner boxes, DC wiring, DC disconnect, grid-connected inverter, AC disconnect, AC wiring, and all utility grade metering equipment, all designed to interconnect with the buildings' electrical systems.
- C It is the Contractor's responsibility to review all available drawings and visit the jobsite to collect and document existing conditions and determine conduit and wiring runs. The Contractor is also responsible for identifying all underground obstructions in the working area via a District approved Underground contractor. The District will support the Contractor by providing all available drawings and institutional knowledge that is available. No allowance shall be made for any additional costs incurred by the Contractor due to failure to properly understand site conditions.
- D The Contractor must provide Civil and Structural engineering analysis and documentation, stamped and signed by a Civil or Structural Engineer registered in the State of California, certifying that the mounting structures can support any loads resulting from local applicable seismic and wind-load activity. A Professional Engineer in the appropriate discipline must stamp all relevant drawings. All mounting canopies shall have a safety factor of at least 1.5.
- E Complete all required utility paperwork for the interconnection agreements.
- F All current California Building Codes and all other applicable codes shall

apply.

- G The systems shall be designed to meet all local applicable seismic and wind-load requirements.
- H The Contractor is responsible for securing, and for compliance with, all permits (building, fire, etc), final sign off, and final utility sign off.
- I Commission the system per manufacturer's requirements and provide documentation of proper operation.
- J All components are to be new and direct from the manufacturer; no used or refurbished materials are permitted.
- K All materials that are used outdoors shall be sunlight and UV resistant.
- L Materials shall be designed to withstand the temperatures to which they are exposed.
- M Dissimilar materials should be isolated from one another using non-conductive shims, washers, or other methods.
- N Any materials, equipment, or workmanship that is found defective, based on the acceptance tests or for any other reason, shall be reported to the Engineer. Defective material, equipment, and workmanship shall be replaced.
- O Metals shall be hot dipped galvanized steel, anodized aluminum, and stainless steel.
- P Aluminum shall not be placed in direct contact with concrete materials.
- Q Only grade 316 or better stainless steel fasteners shall be used.
- R All external electrical conduits shall be rigid schedule 40, galvanized and unpainted, or schedule 40 PVC for riser conduits in contact with earth.
- S All electrical equipment shall be rated for the current and voltage ratings necessary for the application.
- T All required over-current protection devices will be included and accessible for maintenance. Each shall have trip ratings no greater than the de-rated amperage of the conductor it protects.
- U Drainage – The construction shall not adversely affect water drainage.

## 5.2 PANEL MOUNTING SYSTEMS

- A All systems shall meet the requirements of the all California Building Codes.
- B PV module attachment must be four-point equally distributed over the frame

## 5.3 MODULES

- A Only Bloomberg Tier 1 rated panels.
- B If panels are manufactured in China, provide certification that the panels meet US "Withhold Release Order" requirements for imports from China.

C Photovoltaic modules shall be tested in the factory for design performance.

#### 5.4 OPTIMIZERS

A Not required for ground mounted systems.

#### 5.5 INVERTER

A PV Inverter shall be SMA Sunny Tri-power or equal.

B The array shall have a dedicated inverter(s) with optimized performance.

C Installation shall meet all applicable UL 1741, IEEE Standard 929-2000 and standard 519, California electric code, and the latest applicable ANSI and FCC standards and addenda dated prior to the award of the purchase order for this procurement.

#### 5.6 ELECTRICAL ENCLOSURES AND BOXES

A Exterior enclosures and boxes shall be minimum 14 gauge type 316 stainless steel with seams continuously welded and ground smooth, and fast access door latches.

B Interior enclosures and boxes shall be minimum 14 gauge NEMA 3R.

C Outer doors shall have provisions for locking enclosure with standard padlocks.

D A copper ground bus shall be provided in each enclosure or cabinet. It shall have provisions for connecting a minimum of ten grounding conductors.

E Provide thermoplastic data pockets mounted on inside door. The As-Built drawings for the electrical enclosure shall be placed in a watertight plastic wrap and shipped with the enclosure to the jobsite.

#### 5.7 CONDUIT

A All exposed conduit shall be unpainted, schedule 40 Rigid galvanized, or schedule 40 PVC where used for riser conduits in contact with earth, meeting NEMA/ANSI C80.3 and UL 797 standards.

#### 5.8 WIRE

A All conductors shall be copper, with a minimum conductivity of 98%. This does not apply to existing premises conductors through which inverter output current will flow.

B Wire shall be Class B stranded.

C Insulation of all conductors and cables shall be rated for the voltage of the system.

D Insulation type shall be moisture and heat resistant thermoplastic THWN, rated 90°C in dry locations and 75°C in wet locations, for #8 AWG and smaller. For #6 AWG and larger insulation shall be type XHHW.

E Wire identification - all wires, field and interior (non-field) to equipment, shall be identified with machine permanent ink printed sleeve markers or clip-on markers covered with clear plastic heat shrinkable tubing. Hand lettered wire labels are not acceptable and shall be replaced at the Contractor's expense. All wires that are electrically the same (connected to common termination points) and do not pass through a contact or other switching device shall have the same wire identification. The wire labeling code for each end of the same wire shall be



identical. Tubing shall be sized for the wire and shrunk into place with the properly sized heat gun.

## 5.9 CIRCUIT BREAKERS

- A Circuit Breakers shall be of the indicated type, providing ON, OFF and TRIPPED positions. Circuit breakers shall be quick make, quick break with thermal magnetic action and shall be compatible with existing breaker panel at the power feed facility. The use of tandem or dual circuit breakers in normal single pole space to provide the number of poles or spaces specified are not acceptable. All multiple-pole circuit breakers shall be designed so that an overload on one pole automatically causes all poles to open. Circuit breakers shall be manufactured by Square D or approved equivalent. Breakers shall be sized and have the minimum interrupting capacity as required.

## 5.10 CONCRETE

- A Concrete shall conform to Caltrans standard specification for class 2 concrete.
- B Concrete mix must exceed the compressive strength requirements of ASTM C387.
- C Type I Portland cement must be used.
- D Aggregate shall be hard, durable, selected, graded, and free from foreign materials.
- E Water shall be potable and free from foreign materials in amounts harmful to the concrete and embedded steel.
- F Utilize standard designs incorporating mixtures that facilitate the workability, curing, and strength.
- G Forms shall be sized to minimize air pockets and maximize strength.

# PART 6 INSTALLATION SPECIFICATION

## 6.1 GENERAL INSTALLATION REQUIREMENTS

- A All safety, electric, building, and labor code requirements at the national, state, and local levels shall be met.
- B The installations shall be completed in a “workman like manner.” The areas shall be kept clean and free of obstructions at all times.
- C The installations shall be completed per each manufacturer’s installation manual.
- D All electrical connections and terminations shall be fully tightened, secured, and strain relieved as appropriate.
- E All mounting equipment shall be installed to the manufacturer’s specifications.
- F All cables, conduit, exposed conductors, and electrical boxes should be secured and supported according to code requirements.
- G All applicable environmental regulations shall be met.

- H System switching and metering equipment shall have convenient access for resetting or repair during electrical outages, and regular monitoring for data retrieval.
- I The Contractor shall employ personnel that are skilled and experienced in the installation and connection of all elements, equipment, devices, instruments, accessories, and assemblies. All installation labor shall be performed by qualified personnel who have had experience on similar projects. The Contractor must provide first class workmanship for all installations.
- J Ensure that all equipment and materials fit properly in their installations.
- K Perform any required work to correct improper installations at no additional expense to the Customer.
- L The Customer's Engineer reserves the right to halt any work that is found to be substandard or being installed by unqualified personnel.

## 6.2 INSTALLATION STANDARDS

- A System Installations shall conform to Manufacturers' Installation Manuals and approved project drawings and specifications.
- B Mounting hardware shall be compatible with the site considerations and environment. Special attention shall be paid to minimizing the risk from exposed fasteners, sharp edges, and potential damage to the units or support canopies. Corrosion resistance and durability of the mechanical hardware shall be emphasized – the use of stainless steel fasteners and aluminum support canopies are required. The use of ferrous metals, wood, or plastic components is not acceptable.
- C The installations shall be completed with minimal impact on the environment.

## 6.3 WASTE DISPOSAL

- A All waste will be disposed of offsite.
- B Panels shall be disconnected, removed from existing racking, and palletized on project site for removal and disposal by the District.
- C Vendor must provide R2 and ISO 14001 certificates to the District.
- D All concrete, steel, aluminum, and wire waste will be recycled.

## 6.4 COORDINATION

- A The contractor shall provide a daily update via email and shall participate in a weekly onsite meeting with District staff.
- B The Contractor shall coordinate the electrical work with the other trades, code authorities and Engineer (District's engineer or representative); with due regard to their work, towards promotion of a rapid completion of the Project. If any cooperative work must be altered due to lack of proper supervision of such, or failure to make proper provisions, then the Contractor shall bear expense of such changes as necessary to be made in work of others.
- C The Contractor shall cease work at any particular point, temporarily, and transfer operations to such portions of work as directed, when in the judgment of the Engineer it is necessary to do so.

- D The Contractor shall schedule all the required work with the Engineer, including each shutdown period. Each shutdown shall be implemented to minimize disruption of the existing operations. The Work to be provided under this Contract shall not disrupt any of the existing operations without prior approval.
  - 1 The Contractor shall not have any unscheduled shutdowns.
  - 2 Carry out scheduled shutdowns only after the time, date, and sequence of work proposed to be accomplished during shutdown has been favorably reviewed by the Engineer. Submit shutdown plans at least 2 days in advance of when the scheduled shutdown is to occur.
  - 3 The Engineer reserves the right to delay, change, or modify any shutdown at any time, at no additional cost to the Customer, when the risk of such a shutdown would jeopardize the operation of the facility.

#### 6.5 SUPERVISION

- A The Contractor shall schedule all activities, manage all technical aspects of the project, coordinate submittals and drawings, and attend all project meetings.
- B The Contractor shall supervise and coordinate all work to insure each phase of the project, submittal, delivery, installation, and acceptance testing, etc. is completed within the allowable scheduled time frames.
- C The Contractor shall be responsible for obtaining, preparing, completing, and furnishing all paper work, which shall include transmittals, submittals, forms, documents, manuals, instructions, and procedures.

#### 6.6 SPECIAL INSPECTIONS

- A All work or materials covered by the Contract documents shall be subject to inspection at any and all times by the applicable Engineer. If any material does not conform to the Contract documents, or does not have a favorably reviewed submittal status; then the Contractor shall, within three days after being notified by the Engineer, remove said material from the premises; and if said material has been installed, the entire expense of removing and replacing same, including any cutting and patching that may be necessary, shall be borne by the Contractor.
- B The Contractor shall give the Engineer 10 working days' notice of the dates and time for inspection. Date of inspection shall be as agreed upon by the Contractor, Operations Manager and Engineer.
- C Work shall not be closed in or covered over before inspection and approval by the Engineer. All costs associated with uncovering and making repairs where non-inspected work has been performed shall be borne by the Contractor.
- D The Contractor shall cooperate with the Engineer and provide assistance at all times for the inspection of the electrical system under this Contract. The Contractor shall remove covers, provide access, operate equipment, and perform other reasonable work that, in the opinion of the Engineer, will be necessary to determine the quality and adequacy of the work.
- E The permitting authority shall be notified to perform required inspection either prior to or concurrent with Engineer's inspection in the close out process.
- F Before request for final inspection is made, the Contractor shall submit to the Engineer in writing, a statement that the Contractor has made his own thorough

inspection of the entire project, enumerating punch list items not complete and that the installation and testing is complete and in conformance with the requirements of this Section.

- G The Owner's Engineer may arrange for a facility inspection by Cal-OSHA Consultation Service at any time. The Contractor shall make the necessary corrections to bring all work in conformance with Cal-OSHA requirements, all at no additional cost to the Customer.
- H Contractor will be Responsible for any Additional Cost for Overtime, Weekend Overtime or Differential Time, Expenses for Inspection of Defective Work that has to be re-inspected.

## 6.7 JOB CONDITIONS

- A The Contractor shall make all arrangements and pay the costs thereof for temporary services required during construction of the project, such as temporary electrical power. Upon completion of the project, remove all temporary services, equipment, material and wiring from the site as the property of the Contractor.
- B The normal outdoor, not in direct sunlight, ambient temperature range of the job site will vary between 5 to 115 degrees Fahrenheit. All equipment shall be rated to operate in these temperature ranges or provisions for adequate heating and cooling shall be installed, at no additional cost to Customer.

## 6.8 SAFETY

- A Testing shall conform to the respective manufacturer's recommendations. All manufacturers' safety precautions shall be followed.
- B The procedures stated herein are guidelines for the intended tests, the Contractor shall be responsible to modify these tests to fit the particular application and ensure personnel safety. Absolutely no tests shall be performed that endanger personal safety.
- C The Electrical Contractor shall have two or more Electricians present at all electrical field tests.
- D California Electrical Safety Orders (ESO) and Occupational Safety and Health Act (OSHA): The Contractor is cautioned that testing and equipment shall comply with ESO and OSHA as to safety, clearances, padlocks and barriers around electrical equipment energized during testing.
- E Field inspections and pre-energization tests shall be completed prior to applying power to equipment.

## **PART 7 METERS, MONITORING, AND DATA ACQUISITION**

### 7.1 PV DATA ACQUISITION SYSTEM (DAS)

- A The District shall have access to the DAS. The DAS shall include instrumentation (with a stability < 2% change over a one year period) that allows the measurement of:
  - 1 Ambient temperature - accuracy  $\pm 2^{\circ}\text{C}$
  - 2 PV module temperature - accuracy  $\pm 2^{\circ}\text{C}$
  - 3 Wind speed - starting threshold 2.98 mph & accuracy < 5%

- 4 Plane of array solar irradiation (accuracy  $\pm 5\%$ )
  - 5 A Net Energy package with the ability to monitor the energy used by the facility in all utility time-of-use periods.
  - 6 Monitoring must provide string level output and alarms.
  - 7 Inverter level monitoring.
- B All measurement equipment must be “revenue” grade.
- C The DAS shall capture and store data on 15-minute intervals.
- D Real-Time display will provide the following information. This information can be viewed via the Internet for the entire term of the warranty period. The Contractor will use a regression to establish the system rating at PV-USA Test Conditions as the basis for projecting system output.
- 1 Instantaneous system output in kW
  - 2 Instantaneous irradiation in watts/square meter.
  - 3 Instantaneous ambient temperature in degrees Fahrenheit
  - 4 Instantaneous wind speed
  - 5 Daily and year-to-date system output in kWh
  - 6 Data shall be provided in a format that easily facilitates graphing and analysis in third party database or spreadsheet programs.

## **PART 8 PROJECT CLOSEOUT**

### **8.1 CLEANING AND TOUCH-UP**

- A Clean all work areas and remove any debris.
- B Prior to startup and completion of the work, and subsequent to final acceptance, all parts of the installation, including all equipment, exposed conduit, devices, and fittings shall be cleaned and given touch up by Contractor as follows:
- 1 Remove all grease and metal cuttings.
  - 2 Any discoloration or other damage to parts of the building, the finish, or the furnishings shall be repaired. Thoroughly clean any exposed work requiring repairs.
  - 3 Vacuum and clean the inside of all panel and electrical enclosures.
  - 4 Clean all above and below ground pull boxes and junction boxes from all foreign debris prior to final acceptance.
  - 5 Paint all scratched or blemished surfaces with the necessary coats of quick drying paint to match adjacent color, texture, and thickness. This shall include all primed painted electrical equipment, including enclosures, panels, poles, boxes, devices, etc.
  - 6 Repair damage to factory finishes with repair products recommended by Manufacturer.
  - 7 Repair damage to PVC or paint finishes with matching touchup coating recommended by Manufacturer.

## 8.2 FINAL ACCEPTANCE

- A Final acceptance will be given by the District Engineer after the equipment has passed the final acceptance trial period of one month, each deficiency has been corrected, final documentation has been provided, and all the requirements of design documents have been fulfilled.
- B Upon completion of the project, prior to final acceptance, remove all temporary services, equipment, material, and wiring from the site.
- C Acceptance by Engineer shall be based on:
  - 1 All operational tests performed to the satisfaction of Engineer.
  - 2 Receipt of all final documentations listed above.

## PART 9 SYSTEM START-UP

### 9.1 START-UP FORMS

- A Complete start-up and testing forms included Attachment 3.
- B Bill of Materials: Include modules, inverters, disconnects, DAS, and combiner boxes.
- C Power conductor test form: Contractor shall complete a megger test on all wiring at 500 volts for 10 seconds. Each reading shall be a minimum of 100 Meg-Ohms.
- D Grounding system test form
  - 1 Visual and Mechanical Inspection.
    - a. Verify ground system is in compliance with drawings and specifications.
  - 2 Electrical Tests
    - a. Before making connections to the ground electrodes, and before placement of sidewalks, landscape and paving, measure the resistance of each electrode to ground using a ground resistance tester.
    - b. After all individual ground electrode readings have been made, interconnect as required and measure the system's ground resistance.
    - c. Perform point-to-point tests to determine the resistance between the main grounding system and all major electrical equipment frames, system neutral, and/or derived neutral points.
    - d. The grounding test shall be in conformance with IEEE Standard 81.
    - e. Plots of ground resistance shall be made and submitted to the District Engineer for approval.
    - f. The current reference rod shall be driven at least 100 feet from the system under test.
    - g. Measurements shall be made at 10 foot intervals beginning 25 feet from the test electrode and ending 75 feet from it in a direct line between the

system being tested and the test electrode.

3 Test Values

- a. The resistance between the main grounding electrode and ground shall be no greater than five ohms for commercial or industrial systems per IEEE Standard 142.
- b. Investigate point-to-point resistance values that exceed 0.5 ohms.

E System Visual and Mechanical Inspection Form: Complete Forms for all equipment listed below.

- 1 PV System: complete a form for the inspection of the PV system. Include inspection of all DC connections, conduit, modules, etc.
- 2 Combiner Box: Complete a form for each combiner box.
- 3 Inverter: Complete a Form for each Inverter.
- 4 Disconnects: Complete a form for each AC Disconnect
- 5 Main Panel

F System Output Measurement Form: The Contractor will establish the initial system output to demonstrate that the system is performing as designed, and to establish a baseline to be used for warranty.

- 1 The system output will be verified after construction of the system has been completed, on a clear, sunny day, with a minimum insolation of 700 watts per square meter.
- 2 Data to be collected will include:
  - a. Volts open circuit
  - b. Volts maximum power (use max of instantaneous reading)
  - c. Current at maximum power (use the min of instantaneous reading)
- 3 Voltages and currents shall be measured for each string, combiner box circuit, and the entire array.
- 4 Irradiance measurements shall be in the plane of the array.
- 5 Time, irradiance, and temperature measurements must be taken at a minimum of 15 minute intervals

9.2 Start-up shall be per all manufacturers' instruction.

9.3 System start-up procedure will be as outlined by the Manufacturer's installation manual and the inverter manual.

9.4 Commission inverters per factory instructions.







VISUAL AND MECHANICAL INSPECTION FORM	
EQUIPMENT NAME:	LOCATION:
NAMEPLATE DATA	
MFG:	SERIES #:
MODEL #:	U.L.#:
VOLTAGE:	PHASE:
AMPERAGE:	SERVICE:
GRD. BUS:	NEU. BUS:
INSPECTION CHECK LIST	
ENTER: A-ACCEPTABLE, R-NEEDS REPAIR OR REPLACEMENT, NA-NOT APPLICABLE	
TIGHTEN ALL BOLTS AND SCREWS	
TIGHTEN ALL CONDUCTOR AND BUS CONNECTIONS	
CHECK BUS BRACING AND CLEARANCE	
CHECK MAIN GROUNDING AND CONNECTION SIZE	
INSPECT GROUND BUS BONDING	
CHECK EQUIPMENT GROUNDS	
CHECK CONDUIT GROUNDS AND BUSHINGS	
INSPECT NEUTRAL BUS AND CONNECTIONS	
CHECK VENTILATION AND FILTERS	
CHECK FOR BROKEN/DAMAGED DEVICES	
CHECK DOOR AND PANEL ALIGNMENT	
INSPECT ANCHORAGE	
CHECK FOR PROPER CLEARANCES	
REMOVE ALL DIRT AND DUST ACCUMULATION	
INSPECT ALL PAINTED SURFACES	
CHECK FOR PROPER WIRE COLOR CODES	
INSPECT ALL WIRING FOR WIRE LABELS	
CHECK FOR PROPER TERMINATIONS	
CHECK FOR PROPER WIRE SIZES	
INSPECT ALL DEVICES FOR NAMEPLATES	
CHECK IF DRAWINGS MATCH EQUIPMENT	
CHECK ACCURACY OF OPERATION & MAINTENANCE	
TESTED BY:	DATE:
WITNESSED BY:	







# Agenda Summary Report

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To: Board of Directors  
From: Dale McDonald, Administrative Services Manager *DM*  
(415) 526-1519 [dmcdonald@lqvsd.org](mailto:dmcdonald@lqvsd.org)  
Meeting Date: January 5, 2023  
Re: Receive Sewer Capital Facilities Study and Consider Amending the  
Miscellaneous Fee Schedule of the Las Gallinas Valley Sanitary District  
Item Type: Consent          Action   X   Information          Other         .  
Standard Contract: Yes          No          (See attached) Not Applicable   X   .

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## STAFF RECOMMENDATION

1. Board to accept the Sewer Capital Facilities Charge (CFC) Study Final Report dated December 8, 2022 from HDR Engineering, Inc.
2. Board to adopt Resolution No. 2023-2296 amending the Miscellaneous Fee Schedule of the District, adjusting the connection fees imposed by the District.

## BACKGROUND

The District’s Sewer Capital Facilities Charge (CFC) was last reviewed in 2015. The Board commissioned HDR Engineering to conduct a new CFC study in March 2020. The purpose of the study was to review and update the sewer CFCs, making sure they are still sufficient to recover the cost of the District’s public facilities, taking into consideration existing infrastructure and identified future capital improvements needed to serve growth within the District.

The Mitigation Fee Act (*Gov’t Code §§ 66000 – 66025*) authorizes a local government agency to impose fees on specific development projects to defray the cost of new or additional public facilities that are needed to serve those developments. A requirement is that *“Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting.”* (*Gov’t Code §§ 66016(a)*). This regular meeting of the Board of Directors of the Las Gallinas Valley Sanitary District meets the requirements under the Act.

The Board considered the CFC Study on November 17, 2022 and asked for additional information before considering adoption of the amended Miscellaneous Fee Schedule. The report was updated to include the recommendation to update the sewer CFC whenever growth assumptions change or there is a change in local (County or City) housing element plans.

In 2015, a study was commissioned to provide the Board information on cost-based sewer connection fees and to review the connection fee of the District. It recommended lowering the CFC and incorporating annual ENR adjustments in the ordinance. Since then, the District has implemented annual adjustments to maintain parity of the CFC in current dollar value based on



the Engineering News Record (ENR) San Francisco City Index. The most recent ENR adjustment, which went into effective September 1, 2022, is factored into the CFC Study. The chart below shows the yearly adjustments since 2014.

**Table of ENR updates to the Capital Facilities Charge**

Year	% ENR Adj.	CFC per ESU	Notes
2022	6.6%	\$7,106	Res. 2022-2275
2021	4.5%	\$6,666	Res. 2021-2216
2020	2.5%	\$6,380	Ord. 183
2019	2.8%	\$6,224	Ord. 177
2018	1.5%	\$6,056	Ord. 173
2017	3.6%	\$5,968	Ord. 171
2016	8.1%	\$5,761	Ord. 169
2015	-14.1%	\$5,327	Ord. 165
2014	-	\$6,200	Ord. 162

The current CFC is \$7,106 per Equivalent Sewer Unit (ESU) and \$355 per Plumbing Fixture Unit (PFU) in excess of 20 PFUs. The calculated and recommended CFC adjustment is \$8,189 per ESU and \$409 per PFU, a 15.2% increase over the current rate. The District may charge any amount up to the calculated cost-based CFC but not over that amount.

The District’s Capital Improvement Program (CIP) was vastly different in late 2014 when the 2015 study was conducted. It is therefore difficult to use comparisons from the CIP developed in 2014 to 2022. Projects identified in the Integrated Wastewater Master Plan, including the Operations Control Center Building, are included in the current study. The District has more CFC eligible (growth related) projects than it did in 2014.

**Total Capital Projects**

Study Year	Total CIP	Total CFC Eligible	% Growth Related
2022	\$226,134,573	\$196,960,519	87.1%
2015	\$67,801,636	\$45,194,855	66.7%

The District’s increased asset valuation is factored into the recommended CFC rate. Total Future Plant includes construction-in-progress. Detailed breakdown of the allowable sewer capital facilities charge is shown on Table 2-3 of the CFC study.

**Summary of Allowable Capital Facilities Charge - Asset Valuation Change**

	2022	2015	% Change
Total Existing Cost Basis	\$47,095,430	\$56,226,183	-16.2%
Total Future Plant	\$73,448,805	\$33,522,409	119.1%
<b>Total Existing and Future</b>	<b>\$122,015,177</b>	<b>\$89,748,592</b>	<b>36.0%</b>
Number of ESUs	20,651	16,847	22.6%
Total Allowable CFC	\$8,189	\$5,327	53.7%

If annual ENR adjustments were not made in prior years, the recommended CFC rate increase would have been 53.7% instead of 15.2%.



Connection fees are set on the Miscellaneous Fee Schedule. Connection Fees are capital recovery fees established as one-time charges assessed against developers or new customers to recover a part or all the cost of additional system capacity constructed for their use.

Included with this report is a resolution to amend the Miscellaneous Fee Schedule based on the recommended CFC adjustment. Once adopted, the resolution will be effective January 6, 2023.

### **PREVIOUS BOARD ACTION**

Ordinance No. 183, adopted on July 2, 2020, revised Title 2, Chapter 1 to allow the CFC and PFU to be reviewed and adjusted by resolution.

Resolution No. 2022-2275 Miscellaneous Fee Schedule adopted August 18, 2022.

### **ENVIRONMENTAL REVIEW**

N/A

### **FISCAL IMPACT**

Connection Fee / Capital Facilities Charge Revenue increase: \$1,083 per ESU and \$54 per PFU. Actual revenue will be dependent on development applications submitted and approved.

**RESOLUTION NO. 2023-2296**

**A RESOLUTION AMENDING THE MISCELLANEOUS FEE SCHEDULE**

**LAS GALLINAS VALLEY SANITARY DISTRICT**

**WHEREAS**, Title 2, Chapter 1 of the Ordinance Code of the Las Gallinas Valley Sanitary District regulates permits and fixes fees for the installation and connection of sanitary sewers; and

**WHEREAS**, the District commissioned a Sewer Capital Facilities Charge (“CFC”) study to identify recoverable costs of public facilities in existence at the time the charge is imposed, and for new public facilities to be acquired or constructed in the future, that are of proportional benefit to the person or property being charged; and

**WHEREAS**, the Board of Directors received and accepted the Sewer Capital Facilities Charge Study dated December 8, 2022, which recommended that the District adopt the sewer CFCs for new connections which are no greater than the net allowable sewer CFCs as set forth in the report; and

**WHEREAS**, the calculated net allowable CFC is \$8,189 per Equivalent Sewer Unit (“ESU”) and \$409 per Plumbing Fixture Units (“PFU”) in excess of 20 PFUs; and

**WHEREAS**, Section 907(A) of Title 2, Chapter 1 requires applicants desiring connection to the wastewater facilities of the District to pay a CFC per ESU to the District prior to connection as shown in the Miscellaneous Fee Schedule; and

**WHEREAS**, the Board of Directors finds that the proposed “Miscellaneous Fee Schedule” is reasonably related to the cost of providing the services rendered by the District.

**NOW, THEREFORE**, the Board of Directors of the Las Gallinas Valley Sanitary District herein approves the Miscellaneous Fee schedule, attached hereto as Exhibit “A”.

**BE IT FURTHER RESOLVED** that the effective date of the Miscellaneous Fee schedule is January 6, 2023.

\* \* \* \* \*



I hereby certify that the forgoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on the 5<sup>th</sup> day of January 2023, by the following vote of the members thereof:

AYES, and in favor thereof, Members:

NOES, Members:

ABSTAIN, Members:

ABSENT, Members:

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Teresa Lerch, Board Secretary

APPROVED:

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Megan Clark, Board President



## Final Report



# Sewer Capital Facilities Charge Study

*Las Gallinas Valley Sanitary District*  
*December 2022*





December 8, 2022

Mr. Dale McDonald  
Administrative Services Manager  
Las Gallinas Valley Sanitary District  
101 Lucas Valley Road, Suite 300  
San Rafael, CA 94903

Subject: Sewer Capital Facilities Charge Study Final Report

Dear Mr. McDonald:

Enclosed please find HDR's final report regarding the sewer capital facilities charge study for the Las Gallinas Valley Sanitary District (District).

This report has been prepared using generally accepted financial and engineering principles. The District's financial, planning, and engineering data were the primary sources for the information contained in this report. HDR would recommend that prior to implementing the charges, the charges be reviewed by District legal counsel for compliance with California State law.

HDR appreciates the opportunity to assist the District in this matter. We also would like to thank you and your staff for the assistance provided to us. We look forward to future opportunities to work with the District.

Sincerely yours,  
HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Shawn Koorn'.

Shawn Koorn  
Associate Vice President



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## Executive Summary

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### Introduction

The purpose of Capital Facilities Charges (CFCs) is to recover the costs of public facilities in existence at the time the charge is imposed, and for new public facilities to be acquired or constructed in the future, that are of proportional benefit to the person or property being charged. These CFCs are charged to new customers connecting to the system, or the incremental increase for existing customers increasing their demands compared to value of their existing (pre-expansion) capacity. By establishing cost-based sewer CFCs, the District attempts to have growth-pay-for-growth by having new customers pay their equitable share of the infrastructure in place which will serve them, while also reflecting the system costs existing utility customers have funded for available capacity in the system.

HDR Engineering Inc. (HDR) was retained by Las Gallinas Valley Sanitary District (District) to review and update the sewer CFCs. HDR last reviewed the District's CFCs in 2015. Given the results of the 2015 study, the Board reduced the District's CFC's to reflect the calculated maximum level outlined in the study. Since that time, the District has annually updated the CFCs based on inflation, most recently on September 1, 2022. General industry practice recommends adjusting these CFCs annually for changes in the costs of construction, and to update the CFCs every three to five years, whenever growth assumptions change (e.g., housing element plans), or whenever comprehensive planning documents for the systems are updated. Periodic review of the CFCs is prudent for the District to determine parity between existing and new utility customers.

### Study Overview

The CFCs are calculated in conformance with generally accepted rate making practices, California legal requirements, and are based on the District's planning and design criteria. As noted, CFCs are based on the existing infrastructure, and applicable future capital improvements needed to serve growth, divided by the number of equivalent service units (ESUs) that will be served by the existing and future system capacity. A component buy-in (existing) and expansion (future) approach is often taken in developing the CFCs because each component can have different planning and design criteria.

The calculations also take into account the financing mechanisms of capital improvements. These charges must be implemented according to the capacity requirement (i.e., the impact) each new connection places on the sewer system. This way, the CFCs are related to the costs the new customer places on the systems and the benefit they derive from infrastructure in place to serve them.

The District implements the sewer CFCs on a per ESU basis. An ESU is calculated to reflect the capacity of a single-family home to provide sewer service. In this way, the number of ESU's better reflects the capacity impacts the customer has placed upon the sewer system. For the District, One ESU is defined as 20 plumbing fixture units (PFUs). The additional plumbing fixture units in excess of the One ESU (20 PFUs) is charged on a per PFU basis. The CFC analysis resulted in the

sewer CFC for One ESU (20 PFUs) increasing from \$7,106 per ESU, the existing CFC, to \$8,189 per ESU or an increase of \$1,083. The additional plumbing fixture units in excess of the 20 PFUs increased from \$355 per PFU to \$409 per PFU or a \$54 increase. Table ES – 1, below, shows the existing and calculated sewer CFCs.

Table ES – 1 Present and Calculated Sewer Capital Facility Charge		
ESU <sup>[1]</sup>	Present Capital Facility Charge <sup>[2]</sup>	Calculated Capital Facility Charge <sup>[3]</sup>
1.00 (20 PFUs)	\$7,106 per ESU	\$8,189 per ESU
Additional Plumbing Fixture Units (PFU) in Excess of 20 PFUs	\$355 per PFU	\$409 per PFU

[1] One equivalent service unit (ESU) equals 20 plumbing fixture units (PFUs).

[2] Present capital facility charge as of September 1, 2022.

[3] Based on "Combined" methodology established in AWWA M1, Seventh Edition, Table VII.2-1, page 333.

The District, as a matter of policy, may charge any amount up to the calculated cost-based CFC but not over that amount. Charging an amount greater than the net allowable CFCs would not meet the practical basis of charging cost-based CFCs that are proportionally related to the benefit derived by the customer. While the District has been discussing additional future system expansion needs these projects costs have not been developed and therefore are not included in this analysis.

### Consultant’s Recommendation

Based on our review and analysis of the District’s sewer CFCs, HDR makes the following recommendations:

1. The District should adopt the sewer CFCs for new connections which are no greater than the net allowable sewer CFCs as set forth in this report.
2. The District should continue to annually update the sewer CFCs by a local construction cost index such as the Engineering News Record Construction Cost Index (ENR-CCI) for no more than five years before a complete update of the sewer CFCs is completed. Industry best practice of annual inflationary adjustment can keep the charges (infrastructure investment) relatively current with construction pricing practices.
3. The District should update the actual calculations for the sewer CFCs at such time when a new capital improvement plan, public facilities plan, comprehensive system plan, a comparable plan is approved or updated by the District, a change in the local (County or City) housing element plans, or every five years.

### Disclaimer

HDR, in its calculation of the sewer CFCs presented in this report, has used generally accepted engineering, planning, and ratemaking principles. This should not be construed as a legal opinion

with respect to California law. HDR recommends that the District have its legal counsel review the sewer CFCs for sewer as set forth in this report to ensure compliance with California law.

## Summary

The sewer CFCs presented in this report are based on the planning and engineering design criteria of the District's sewer system, the value of the existing assets, past financing of system infrastructure, future capacity needs, and generally accepted rate and fee setting principles. The calculated sewer CFCs will provide multiple benefits to the District and will continue the practice of establishing proportional and cost-based sewer CFCs for new customers connecting to the District's sewer system. Should future additional future projects, and costs, be identified the CFCs should be updated to reflect the value of additional capacity added by those projects as well as the number of additional ESU's that can be provided service.





## 1.0 Introduction and Overview of CFCs

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### 1.1 Introduction

The purpose of Capital Facility Charges (CFCs) is to fund a proportionate share of capital costs for the District's sewer system. The objective of the analysis is to calculate the cost-based charges for new customers connecting to, or requesting additional capacity on, the District's sewer system. By establishing cost-based CFCs, the District has growth-pay-for-growth by having new customers pay their equitable share of the infrastructure in place which will serve them, while also capturing the value of the portion existing customers have paid for funding the available capacity in the existing system, thereby shielding existing customers from the financial impacts of growth.

The District's CFCs were reviewed by HDR in 2015 which resulted in a reduction to the CFCs at that time. Annually, the District updates the CFCs for inflation, most recently effective September 1, 2022 based on District Resolution 2022-2275. General industry recommendations are to update the charges every three to five years, changes in the local housing element plans, or when comprehensive planning documents for the system have been. Given that the CFCs have not been updated since 2015, and the District recently updated its capital plan, a review of the CFCs is prudent at this time to maintain parity between existing and new District customers.

### 1.2 Defining Capital Facility Charges

The first step in establishing cost-based CFCs, sometimes referred to as system development charges, is to gain a better understanding of the definition of a CFC. For the purposes of this analysis, a CFC (or system development charge) is defined as follows:

*"System development charges are one-time charges paid by new development to finance construction of public facilities needed to serve them."<sup>1</sup>*

CFCs are generally imposed as a condition of service. The objective of CFCs is not to generate revenue for the utility, but to create a fiscal balance between existing customers and new customers. In this way, all customers seeking to connect to the utility's system bear an equitable share of the cost of capacity that is invested in both the existing and any future growth-related expansions. Through the implementation of proportional and cost-based CFCs, existing customers will not be unduly burdened with the cost of new development (e.g., system expansion). If cost-based CFCs are not implemented, then existing utility customers will bear (i.e., pay for) a significant portion of the costs associated with new development. Ultimately, the adoption of the final CFCs is a policy decision by the District's Board regarding the sharing of costs between new development and existing customers. The adoption of a cost-based CFCs moves towards a proportional balance of growth-pays-for-growth.

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<sup>1</sup> Arthur C. Nelson, System Development Charges for Water, Sewer, and Stormwater Facilities, Lewis Publishers, New York, 1995, p. 1,

### 1.3 Requirement Under California State Law

In establishing CFCs (system development charges, capacity charges), an important requirement is that they be developed and implemented in conformance with State and local laws. California law provides the basis for the determination of CFCs through a uniform framework for the imposition of CFCs by local governments. Specifically, the requirement for the calculation of CFCs in California are found in the California Government Code sections 66013, 66016, and 66022, which are interspersed within the ‘Mitigation Fee Act’.

A summary of the relevant statutes required in the calculation of CFCs under California law is as follows:

*“66013 (a) Notwithstanding any other provision of law, when a local agency imposes fees for water connections or sewer connections, or imposes capacity fees, those fees or charges shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed, unless a question regarding the amount of the fee or charge imposed in excess of the estimated reasonable cost of providing the services or materials is submitted to, and approved by, a popular vote of two-thirds of those electors voting on the issue.”*

*“66013 (b) (3) ‘Capacity charge’ means a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged, including supply or capacity contracts for rights or entitlements, real property interests, and entitlements and other rights of the local agency involving capital expense relating to its use of existing or new public facilities. A “capacity charge” does not include a commodity charge.”*

*“66016 (a) Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting.”*

*“66022 (a) Any judicial action or proceeding to attack, review, set aside, void, or annul an ordinance, resolution, or motion adopting a new fee or service charge, or modifying or amending an existing fee or service charge, adopted by a local agency, as defined in Section 66000, shall be commenced within 120 days of the effective date of the ordinance, resolution, or motion.”*

In addition to the determination of “the estimated reasonable cost of providing the service for which the fee is imposed,” California law also requires the following:

- That notice (of the time and place of the meeting, including a general explanation of the matter to be considered) and a statement that certain data is available be mailed to those who filed a written request for such notice,
- That certain data (the estimated cost to provide the service and anticipated

revenue sources) be made available to the public,

- An opportunity for public input at an open and public meeting to adopt or modify the fee, and
- That revenue in excess of actual cost be used to reduce the fee creating the excess.

In 1996, the voters of California approved Proposition 218, which required that the imposition of certain fees and assessments by municipal governments require a vote of the people to change or increase the fee or assessment. In *Richmond v. Shasta Community Services Dist.*, 32 Cal.4th 409 (2004), the California Supreme Court held that capital facilities charges are not “assessments” under Proposition 218 because they are imposed only on those who are voluntarily seeking water and wastewater service, rather than being charged to particular identified parcels, and therefore such fees are not subject to the procedural or substantive requirements of Proposition 218. The court also held that such fees can properly be enacted by either ordinance or resolution.

In November 2010 the voters of California passed Proposition 26, an initiative based state constitutional amendment that provided a new definition of the term “tax” in the California Constitution. Under Proposition 26 a fee or charge imposed by a public agency is a tax unless it meets one of seven exceptions. “Connection fees” would be included within exceptions 1 and/or 2. These two exception note that the connection fee or charge is:

- (1) “A charge imposed for a specific benefit conferred... directly to the payor that is not provided to those not charged, and which does not exceed the reasonable cost to the local government of conferring the benefit...,”
- (2) “A charge imposed for a specific government service... directly to the payor that is not provided to those not charged, and which does not exceed the reasonable cost to the local government of providing the service or product.”

In the case of the District’s sewer CFCs, the District does not charge one fee payer more in order to charge another fee payer less (i.e., a cross-subsidy), and it does not exceed the reasonable costs to the local government of providing the service. Given this, the fee is not a tax within the meaning of Proposition 26.

In simplified terms, the basic principle that needs to be followed under California law is that the CFCs be based on a proportionate share of the costs of the system required to provide service and that the requirements for adoptions and accounting be followed in compliance with California law.

## 1.4 Methodology to Development of Capital Facility Charges

There are various approaches that can be used to establish CFCs which ultimately depend on the available capacity in the utility system to meet future customer demands. The Water Environment Federation Manual of Practice No. 27 discusses three generally accepted capacity charges methods:

- “The **buy-in method**, is based on the value of the existing system’s capacity. This method is typically used when the existing system has sufficient capacity to serve new development now and into the future.
- The **incremental cost method**, is based on the value or cost to expand the existing system’s capacity. This method is typically used when the existing system has limited or no capacity to serve new development now and into the future.
- The **combined approach** is based on a blended value of both the existing and expanded system’s capacity. This method is typically used where some capacity is available in parts of the existing system (e.g., wastewater treatment), but new or incremental capacity will need to be built in other parts (e.g., wastewater lift station) to serve new development at some point in the future.”<sup>2</sup>

The "combined approach" was used for the calculation of the District's CFCs. The District's sewer system has available capacity to accommodate additional growth. and has identified future improvements necessary to serve growth up to current available capacity. Given this, the combined approach is the approach that best fits the District's facilities given the impacts of growth on the system. Should growth exceed available capacity, future additional projects will need to be developed and the fee updated to reflect the value of the available capacity. Therefore, the existing and future component cost per ESU, is determined, and the cost per ESU for each existing and future component is added together for a combined total.

Within the generally accepted CFC methodologies<sup>3</sup>, there are a number of different steps used to establish cost-based and equitable CFCs. These steps are as follows:

- Step 1** - Determination of system planning criteria
- Step 2** - Determination of equivalent service units (ESUs)
- Step 3** – Valuation of system component costs
- Step 4** - Determination of any credits

### **Step 1 – Determination of System Planning Criteria**

The first step in establishing CFCs is the determination of the system planning criteria. This implies calculating the amount of capacity required by a single-family residential customer. The use of an adopted facility plan or master plan for the utility provides the basis for the CFCs system planning criteria. These planning documents provide the rational planning basis and criteria for the facilities and investment needed to operate and maintain the system properly and adequately. For a sewer system the planning criterion is the average usage per ESU. The District’s billing data and recent sewer rate study are the documents and information that are referenced for the determination of the system planning criteria.

<sup>2</sup>Water Environment Federation (WEF) Manual of Practice No. 27, 4<sup>th</sup> Edition, p. 206-211.

<sup>3</sup> Methodologies established in industry documents referenced as System Development Charges for Water, Wastewater, and Stormwater Facilities, by Arthur C. Nelson; AWWA M-1 Manual, 7<sup>th</sup> Edition.

## Step 2 – Determination of Equivalent Service Unit (ESU)

The next step is the determination of the ESUs. An ESU provides a “common denominator” for assessing impact on a utility system. The determination of the total system ESUs is an important calculation in that it provides the linkage between the level of infrastructure necessary to provide service to a set number of customers. This implies that if the system is designed to provide service for demands at a specific point in time, then the infrastructure costs are divided by the additional ESUs projected to be connected by that point in time to determine the proportionate system cost per ESU.

## Step 3 – Valuation of System Component Costs

Once the number of ESUs, or capacity for the system are determined, a component by component analysis is undertaken of the assets to determine the portion of the CFC attributable to each component in dollars per ESU. In this process, the existing assets must be valued. Existing assets may be valued in a number of different<sup>4</sup> ways. These methods may include the following:

- Original Cost (OC) is cost of construction in year of construction
- Original Cost Less Depreciation (OCLD)
- Replacement Cost New (RCN) is current day dollars of replacing existing
- Replacement Cost New Less Depreciation (RCNLD)

Given these four different methods for valuing the assets, the selection of the valuation method certainly arises. The Water Environment Foundation Manual of Practice No. 27 notes the following concerning these various generally accepted valuation methods:

“Using the OC and OCLD valuations, the [capital facilities charge] reflects the original investment in the existing capacity. The new customer “buys in” to the capacity at the OC or the net book value cost (OCLD) for the facilities and as a result pays an amount similar to what the existing customers paid for the capacity (OC) or the remaining value of the original investment (OCLD).

Using the RCN and the RCNLD valuations, the [capital facilities charge] reasonably reflects the cost of providing new expansion capacity to customers as if the capacity was added at the time the new customers connected to the sewer system. It may be also thought of as a valuation method to fairly compensate the existing customers for the carrying costs of the excess capacity built into the system in advance of when the new customers connect to the system. This is because, up to the point of the new customer connecting to the system, the existing customers have been financially responsible for the carrying costs of that excess capacity that is available to development.”<sup>5</sup>

As a point of reference for this study, the District’s CFC analyses will use a RCNLD methodology for all assets in the study. The District’s existing assets and corresponding depreciation are valued at “replacement” cost based on original cost escalated to current dollars using a cost index (e.g.

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<sup>4</sup> Methodologies established in industry documents referenced as System Development Charges for Water, Wastewater, and Stormwater Facilities, by Arthur C. Nelson; and WEF Manual of Practice No. 27, Financing and Charges for Wastewater Systems, Fourth Edition.

<sup>5</sup> WEF, 4<sup>th</sup> Edition, p. 206-211.

the Engineering New Record, Construction Cost Index; (ENR-CCI). This value reasonably reflects the carrying costs of the excess capacity paid by existing customers. Infrastructure not paid by the utility such as developer contributions or grants is also not included in the fee.

The next step in the analysis is to determine the valuation of the system infrastructure. The combined approach is based on the existing infrastructure plus future expansion-related capital projects, based on an adopted capital plan or master plan and valued at today's cost, regardless of the timing of when the facility will be built within the study timeframe (e.g. 7 years). The future component is related only to future capital projects which accommodate future growth.

#### **Step 4 – Determination of Any Credits**

The last step in the calculation of the CFC is the determination of any credits. The credit takes into account the method used to finance infrastructure on the system and assures that customers are not paying twice for infrastructure – once through the CFCs and again through rates. The double payment can come in through the imposition of a CFC and then the requirement to pay debt service within a customer's sewer rates.

This component accounts for the outstanding debt principal on existing assets. By segregating the debt service out, the cost can be clearly identified and calculated appropriately. To avoid double-counting of the assets financed with debt, the future principal associated with those assets was deducted from the existing infrastructure value.

## **1.5 Summary**

This section of the report has defined CFCs; provided an overview of the requirements under California state law, the CFC approach which must be established between new development and the new or expanded facilities required to accommodate new development, and appropriate apportionment of the cost to the new development in relation to benefits reasonably to be received. The next section of the report will provide a discussion of the calculation of the District's sewer CFCs.



## 2.0 Development of Sewer Capital Facility Charge

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### 2.1 Introduction

This section of the report presents the key assumptions and details used in calculating the District's sewer CFCs. The calculation of the District's sewer CFCs is based on District-specific accounting and planning information. Specifically, the charges are based upon the District's fixed asset records; the District's current capital improvement plans; existing equivalent service units (ESUs), and projection of future ESUs.

To the extent that the cost and timing of future planning or capital improvements change, then the CFCs presented in this section of the report should be updated to reflect the changes.

### 2.2 Overview of District's Sewer System

The Las Gallinas Valley Sanitary District is located in the Las Gallinas Valley between Novato and San Rafael, in Marin County, California. The District's wastewater treatment and recycling facilities are located on over 400 acres on San Pablo Bay. The District currently serves 31,198 (2020 census) people in communities north of central San Rafael.

The original wastewater treatment plant was constructed in 1955 to address health problems from failing septic tanks in Santa Venetia. New development in north San Rafael resulted in annexation of Terra Linda in 1956, followed by other areas including San Rafael Meadows, Marinwood, Lucas Valley, and other communities.

Major plant expansions were built in 1958, 1972, and 1984. The latter increased permitted capacity to 2.92 million gallons per day with ponds to hold treated wastewater and spray fields that allow the District to withhold discharge in summer months to San Francisco Bay via Miller Creek. Current plans address increasing capacity to best serve the present and future residents and address maintenance, efficiency and regulatory issues.

### 2.3 Existing Sewer Capital Facility Charge

The District implements the sewer CFCs on a per ESU basis. For the sewer utility, an ESU is calculated to reflect the capacity of a single-family home to provide sewer service. In this way, the number of ESU's better reflects the capacity impacts the customer has placed upon the sewer system. For the District, One ESU is defined as 20 plumbing fixture units (PFUs). The additional plumbing fixture units in excess of the One ESU (20 PFUs) is charged on a per PFU basis. The CFC for One ESU (20 PFUs) is presently \$7,106 per ESU, with any additional plumbing fixture units in excess of the 20 PFUs at \$355 per PFU. Table 2-1, below, shows the present sewer CFCs.

**Table 2-1  
Present Sewer Capital Facilities Charges**

ESU <sup>[1]</sup>	Present Capital Facility Charge <sup>[2]</sup>
1.00 (20 PFUs)	\$7,106 per ESU
Additional Plumbing Fixture Units (PFU) in Excess of 20 PFUs	\$355 per PFU

[1] One equivalent service unit (ESU) equals 20 plumbing fixture units (PFUs).

[2] Present capital facility charge as of September 1, 2022.

## 2.4 Calculation of the Sewer Capital Facility Charge

As discussed in Section 1, the process of calculating capacity charges is based on a four-step process. In summary form, these steps are as follows:

- Determination of system planning criteria
- Determination of equivalent service units (ESUs)
- Calculation of the capacity charge by system component costs
- Determination of capacity charge credits

Each of these steps is discussed in more detail below.

### 2.4.1 Sewer System Planning Criteria

System planning criteria typically involves calculating the amount of sewer required by a single-family residential customer or ESU. Sewer demand represents the basis for system design. For the District, an ESU is established as 200 gallon per day (gpd) per ESU. The District provided the total number of equivalent dwelling units by source code. As can be seen in Table 2-2, the total number of sewer service ESUs is 16,251.

**Table 2-2  
Sewer Capacity Charge – Existing Equivalent Service Units**

Classes of Service	Use Code	# of Accounts	# of Units <sup>[1]</sup>	Factor <sup>[2]</sup>	Total
Single Family	1	8,150	8,150	1.0	8,150
Duplex	2	45	90	0.9	81
3 – 4 Units	3	68	259	0.9	233
5-9 Units	4	99	731	0.9	658
10+ Units	5	105	2,423	0.9	2,181
Non-Residential		441	3,831	1.0	3,831
Hand Billed		<u>92</u>	<u>1,117</u>	1.0	<u>1,117</u>
<b>Total</b>		<b>9,000</b>	<b>16,601</b>		<b>16,251</b>

[1] Based on data from utility billing system.

[2] Equivalent service unit factor from current rate study.



## 2.4.2 Determination of Sewer Equivalent Service Units

System planning criteria are used to establish the capacity needs of a ESU. The system capacity in MGD is divided by the average day demand per service unit to estimate the build out ESU. The treatment system capacity is 3.20 MGD reflecting buildout ESUs of 16,251 (3.20/200 gallons per day =20,651 ESUs). The 2021 average daily flow is 2.32 MGD or 16,251 ESUs (2.32/200 gallons per day per sewer unit = 16,251 ESUs). Based on the District’s projected buildout, the remaining capacity of 0.88 mgd, when divided by 200 gpd/EDU equals approximately 4,400 ESUs left. A summary of the existing and future ESUs is presented in Table 2-3.

**Table 2-3  
Sewer Capacity Charge – Total ESUs**

Description	Capacity in MGD	Average Day Demand	Total ESUs
Existing ESUs	2.32	200	16,251
Future ESUs	<u>0.88</u>	200	<u>4,400</u>
<b>Total Buildout ESUs</b>	<b>3.20</b>		<b>20,651</b>

## 2.4.3 Calculation of the Sewer Capital Facilities Charge

The next step of the analysis is to review the major functional system infrastructure to determine the capacity charge for the system. In calculating the capacity charges for the District, existing components, debt service for existing facilities, future capital improvements relating to growth were included. The methodology used to calculate each of these components is described below.

**EXISTING OR BUY-IN COMPONENT** – To calculate the value of the existing assets for the buy-in component, the District’s methodology considered the original cost of each asset. The original cost of the asset was then adjusted to the value for replacement cost. The replacement cost of each asset was then depreciated for the remaining useful life (i.e. replacement cost less depreciation). A replacement cost method “is appropriate when the system has been completely built out, or possesses substantial excess capacity to accommodate new development on a fill-in basis...” The District provided an asset listing for the various existing components and their installation dates. As was noted in Section 1, there are different methods for valuing existing assets. In this case, a replacement cost new less depreciation (RCNLD) was used. To accomplish this, the original cost of each asset was escalated to current, July 2022 dollars, based on the Construction Cost Index (CCI) for San Francisco Engineering News & Record (ENR). Then, based on the installation date and an estimated useful life provided by the District for each asset, the escalated cost for each asset was depreciated.

Given the value of the existing assets, the next step was to determine the portion of the asset costs that were eligible to be included in the calculation of the capacity charge. The term “capacity charge eligible” simply describes the amount of the asset to be included within the calculation of the charge. Within this study, assets that were less than \$5,000 in value were not included. The total RCNLD value of the eligible existing assets was \$56.3 million. Contributed capital in the amount of \$4.4 million was subtracted from the existing plant for a total existing plant basis of \$51.8 million. A summary of the existing assets valuation can be seen on Exhibit 1 of the Technical Appendix.

**DEBT SERVICE COMPONENT** - In addition to the buy-in component, a debt service component was also developed. This component accounts for the principal on existing assets. The remaining principal portion of the debt associated with the assets was deducted from the total eligible asset value prior to calculating the capacity charge. This inclusion of a “debt service credit” avoids double charging the customer for the asset value in the existing or buy-in component of the capacity charge, and also in the debt service component of the rates. The principal portion of the debt service balance on existing assets is removed from the value prior to calculating the buy-in portion of the fee. By segregating the debt service out, the cost can be clearly identified and calculated appropriately. The District has four outstanding debt issues for the sewer system for existing assets, in the total of an outstanding principal amounts of \$7.7 million as of June 2022. Details of the debt service are shown on Exhibit 2 of the Sewer Technical Appendix.

**OTHER COMPONENTS** - In addition to the buy-in component and debt service component, the capital fund reserves were determined to be capital facility charge related. The inclusion of capital fund reserves can be viewed from the perspective existing customers created this reserve for the construction of assets and a new customer should pay a proportional share of the value of these reserves. The total CFC eligible unrestricted capital fund reserves is \$2.9 million. Further detail can be seen on Exhibit 3 of the Technical Appendix.

**FUTURE COMPONENTS** – An important requirement for a capacity fee study is the connection between the anticipated future growth on the system and the needed facilities required to accommodate that growth. For purposes of this study, the District’s most current Capital Improvement Plan (CIP) was provided. District staff reviewed the existing capital improvement plan and updated it with the best available information. The projects necessary to meet demand for the sewer system were included in the CIP, along with a projection of the percentage of capacity eligible projects. The District’s Secondary Treatment Plant Upgrade Recycled Water Expansion (STPURWE) project, currently in-progress, is considered a future project for CFC calculation purposes

The sewer CIP projects total \$226.1 million of which \$196.9 million were capacity charge eligible. Exhibit 4 of the Sewer Technical Appendix contains the details of this portion of the charge.

The District has recently issued two outstanding debt issues for a portion of the STPURWE project, in the total of outstanding principal of \$44.3 million as of June 2022. In addition the District anticipates issuing an additional \$30.5 over the CIP plan to fund projects. This totals approximately \$74.9 million in debt credit for the future component. Details of the debt service are shown on Exhibit 1 and 2 of the Sewer Technical Appendix.

#### **2.4.4 Allowable Sewer Capital Facilities Charge**

Based on the sum of the component costs calculated above, the allowable sewer capacity charge was determined. “Allowable” refers to the concept that the calculated capacity charges shown, as a matter of policy, the District may charge any amount up to the allowable capacity charge, but not over that amount. Charging an amount greater than the allowable capacity charge would not meet the practical basis of a cost-based capacity charge. Table 2-3 are the District’s cost-based sewer capacity charges. Details are provided in Exhibit 1 of the Sewer Technical Appendix.

**Table 2-3  
Summary of Allowable Capital Facility Charge**

	Total "Allowable" CFC Charge
Total CFC Eligible Plant (Replace. Cost Less Depreciation)	\$56,342,845
Less: Contributed Capital	(4,492,683)
Less: Outstanding Principal on Debt	(7,728,307)
Plus: Unrestricted Reserves	<u>2,973,576</u>
<b>Total Existing Plant Cost Basis</b>	<b>\$47,095,430</b>
Plus: Future Plant	\$196,960,519
Less: Outstanding Principal on Debt	(44,357,679)
Less: Outstanding Principal on Debt	<u>(30,587,663)</u>
<b>Total Future Plant</b>	<b>\$73,448,805</b>
<b>Total Existing and Future Plant</b>	<b>\$122,015,177</b>
Total Equivalent Service Units	20,651
<b>Total Allowable Capital Facility Charge</b>	<b>\$8,189</b>

As can be seen in Table 2-3, the calculated sewer capacity charge was determined to be \$8,189 for one ESU. Table 2-4 provides a summary of the present and calculated allowable sewer capacity charges per ESU.

**Table 2-4  
Present and Calculated Sewer Capital Facility Charge**

ESU <sup>[1]</sup>	Present Capital Facility Charge <sup>[2]</sup>	Calculated Capital Facility Charge <sup>[3]</sup>
1.00 (20 PFUs)	\$7,106 per ESU	\$8,189 per ESU
Additional Plumbing Fixture Units (PFU) in Excess of 20 PFUs	\$355 per PFU	\$409 per PFU

[1] One equivalent service unit (ESU) equals 20 plumbing fixture units (PFUs).

[2] Present capital facility charge as of September 1, 2022.

[3] Based on "Combined" methodology established in AWWA M1, Seventh Edition, Table VII.2-1, page 333.

## 2.5 Key Assumptions

In developing the capital facilities charges for the District's sewer system, a number of key assumptions were utilized. These are as follows:

- The methodology used is the "combined" methodology. The existing and future component are added together for a net allowable capital facility charge.
- The District's capital facilities charges were developed on the basis of planning documents, and capacity connections.

- The District provided the most recent number of sewer equivalent dwelling units
- The District’s asset records as of June 2021 were used to determine the existing infrastructure assets.
- The year 2022 was used as the basis for the CIP.
- The outstanding principal portion of all outstanding debt was deducted (i.e. a debt service credit) from the cost of the existing assets and future projects to avoid double counting.
- The District provided the CIP for future improvements.
- The District determined the portion of future improvements that were growth related.

## 2.6 Consultant’s Recommendations

Based on our review and analysis of the District’s sewer capital facilities charges, HDR makes the following recommendations:

1. The District should adopt the sewer capital facilities charges for new connections which are no greater than the net allowable sewer capital facilities charges as set forth in this report.
2. HDR recommends that these charges be adjusted each year by an escalation factor to reflect the cost of interest and inflation (i.e., ENR CCI).
3. The District should update the actual calculations for the sewer capital facilities charges at such time when a new capital improvement plan, public facilities plan, comprehensive system plan, or a comparable plan is approved or updated by the District, a change in the local (County or City) housing element plans, or every five years.

## 2.7 Summary

The sewer capital facilities charges developed and presented in this report are based on the planning and engineering design criteria of the District’s sewer system, the value of the existing assets, and generally accepted ratemaking principles. Annually updating the fee based on the Engineering New Record construction cost index and reviewing the capital facilities charges every five years would continue to create equitable and cost-based charges for new customers connecting to the District’s sewer systems.



## Technical Appendix

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Las Gallinas Valley Sanitary District  
 Exhibit 1  
 Development of the Capital Facilities Charge Per ESU

	ORIGINAL COST <sup>(1)</sup>	CFC ELIGIBLE ORIGINAL COST <sup>(2)</sup>	REPLACEMENT COST NEW (ENR) <sup>(3)</sup>	REPLACEMENT COST NEW (ENR) LESS DEPRECIATION <sup>(4)</sup>
<b>Existing Plant</b>				
5501 - Collection System Lines/Manholes	\$30,899,766	\$30,348,779	\$141,552,147	\$14,515,012
5551 - Collections Dept Equipment	2,002,256	1,961,118	5,367,273	154,123
5552 - Facilities & Equip - Treatment	41,236,195	23,234,661	67,717,652	5,643,450
5553 - Facilities & Equip - Disposal	8,141,898	8,098,212	27,950,248	4,302
5554 - Facilities & Equip - Admin	4,064,949	2,349,611	3,564,694	2,404,420
5555 - Facilities & Equip - Lab	497,905	0	0	0
5556 - Facilities & Equip - Pump Station	21,244,397	20,983,220	40,299,438	14,408,877
5557 - Facilities & Equip - Reclamation	4,544,817	4,431,757	5,822,601	4,470,287
5558 - Facilities & Equip - Recycled Water	9,831,986	9,785,944	14,742,374	14,742,374
<b>Total Existing Plant</b>	<b>\$122,464,168</b>	<b>\$101,193,301</b>	<b>\$307,016,428</b>	<b>\$56,342,845</b>
<b>Less: Contributed Capital<sup>(5)</sup></b>	<b>(\$13,131,900)</b>	<b>(\$13,131,900)</b>	<b>\$86,375,888</b>	<b>(\$4,492,683)</b>
<b>Less: Existing Outstanding Debt Principal<sup>(6)</sup></b>	<b>(\$7,728,307)</b>	<b>(\$7,728,307)</b>	<b>(\$7,728,307)</b>	<b>(\$7,728,307)</b>
<b>Plus: Reserves<sup>(6)</sup></b>	<b>\$2,973,576</b>	<b>\$2,973,576</b>	<b>\$2,973,576</b>	<b>\$2,973,576</b>
<b>Net Existing Plant</b>	<b>\$104,577,536</b>	<b>\$83,306,670</b>	<b>\$388,637,585</b>	<b>\$47,095,430</b>
<b>Future Plant</b>				
Planning, Software, & Other Engineering	\$16,860,763	\$13,143,428	\$13,143,428	\$13,143,428
Collection System (Incl. Pump Stations & Force Mains)	43,239,795	23,708,048	23,708,048	23,708,048
Reclamation	19,100,202	17,695,373	17,695,373	17,695,373
Treatment Plant (Incl. Recycled Water)	71,988,471	67,468,329	67,468,329	67,468,329
Financed Projects	74,945,341	74,945,341	74,945,341	74,945,341
<b>Total Future Plant</b>	<b>\$226,134,573</b>	<b>\$196,960,519</b>	<b>\$196,960,519</b>	<b>\$196,960,519</b>
<b>Less: Outstanding Debt Principal on Future Projects<sup>(6)</sup></b>			<b>(\$44,357,679)</b>	<b>(\$44,357,679)</b>
<b>Financed CIP of \$74.5M less Future Debt shown of \$44.3 M</b>			<b>(\$30,587,663)</b>	<b>(\$30,587,663)</b>
<b>Net Future Plant</b>			<b>\$122,015,177</b>	<b>\$122,015,177</b>
<b>Total Existing and Future Plant</b>			<b>\$510,652,762</b>	<b>\$169,110,608</b>
Existing Equivalent Service Units				16,251
Future Equivalent Service Units				4,400
Total Customer Base <sup>(7)</sup>				20,651
<b>Total Capital Facilities Charge per ESU<sup>(8)</sup></b>				<b>\$8,189</b>
			Present Fee <sup>(9)</sup>	\$7,106
			Difference	\$1,083

**NOTES:**

- (1) Asset list based on June 2019. See Exhibit 7.
- (2) Eligible for CFC. Does not include items less than \$5,000. See Exhibit 7.
- (3) Based on specific "in service" date of asset and July 2022 Engineering News Record, San Fran construction cost index. See Exhibit 7.
- (4) Based on eligible asset, plus ENR, less accumulated depreciation. See Exhibit 7.
- (5) Based on contributed capital listed from last CFC study. See Exhibit 7.
- (6) Principal balance as of June 30, 2022. Future based on CIP financed projects. See Exhibit 2.
- (7) Projected equivalent service units and capacity. See Exhibit 5.
- (8) Based on "combined" methodology in AWWA M1, Sixth Edition, Table VI.2-4, page 273.
- (9) Present capacity charge as of Sept. 2022, per Resolution 2022-2275.

**Las Gallinas Valley Sanitary District**  
**Exhibit 2**  
**Development of Outstanding Debt Principal**

<b>Note Payable</b>	<b>Started</b>	<b>Reason for Loan</b>	<b>End Date</b>	<b>Years</b>	<b>Interest %</b>	<b>Original Amount</b>	<b>Estimated Balance June 30, 2022 (1)</b>
<b>Existing Debt on Assets</b>							
Bank of Marin #1	6/10/2011	Recycled Water Facility	6/10/2031	20.01	3.88%	\$4,600,000	\$2,517,664
Bank of Marin #2	7/27/2012	Recycled Water Facility	8/10/2022	10.04	3.25%	2,000,000	39,064
City National Bank for Municipal Finance Corporation	4/1/2014	Refinance 2005 COP (Certificates of Participation) Bonds	6/1/2025	11.18	3.30%	6,880,000	2,698,800
State Water Resources Control Board State Revolving fund	11/1/2012	Construction	6/1/2032	19.59	2.70%	3,778,806	2,472,779
<b>Total Existing Debt on Assets</b>						<b>\$17,258,806</b>	<b>\$7,728,307</b>
<b>Debt on Future Projects</b>							
US Bank 2017 Revenue Bonds	4/28/2017	Bonds for Construction	4/1/2042	24.94	3.30%	\$38,365,000	33,375,000
California Infrastructure & Economic Developmental Bank for I-Bank Loan	5/1/2019	Construction	5/1/2039	20.01	3.00%	12,000,000	10,982,679
<b>Total Debt on Future Projects</b>						<b>\$50,365,000</b>	<b>\$44,357,679</b>
<b>Total Debt</b>						<b>\$67,623,806</b>	<b>\$52,085,986</b>

**NOTES:**

(1) Las Gallinas Valley Sanitary District, as of June 30, 2022.

Las Gallinas Valley Sanitary District  
 Exhibit 3  
 Development of Cash Reserves

<b>Reserve Fund Balance</b>			
	<b>Estimated Balance July 1, 2022</b>	<b>% CFC</b>	<b>\$ CFC</b>
Cash	\$2,973,576	100%	\$2,973,576
<b>Total</b>	<b>\$2,973,576</b>		<b>\$2,973,576</b>

**NOTES:**

(1) Las Gallinas Valley Sanitary District, 2022-23 Budget, page 25.



Las Gallinas Valley Sanitary District

Exhibit 4

Development of Future Capital Improvements

Capital Improvement Project <sup>(1)</sup>	2021 CWIP	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total	% CFC(2)	\$ CFC
<b>Planning, Software, &amp; Other Engineering</b>												
Integrated Wastewater Master Plan Phase 2(1)	\$359,881	\$231,274	\$448,910	\$0	\$0	\$0	\$0	\$0	\$0	\$1,040,064	100.0%	\$1,040,064
Integrated Wastewater Master Plan Phase 3(1)	0	0	100,000	100,000	105,000	0	0	0	0	305,000	100.0%	305,000
Biosolids System Improvement Analysis	17,445	15,144	107,000	0	0	0	0	0	0	139,588	100.0%	139,588
Asset Management Onboarding Task 2-4 CMMS CityWorks	0	10,976	400,000	875,000	510,000	110,000	30,000	30,600	31,200	1,997,776	100.0%	1,997,776
Sea Level Rise Mitigation Program Design	0	0	100,000	100,000	100,000	100,000	100,000	0	0	500,000	100.0%	500,000
Standard Specifications and Drawings Update Project	0	0	50,000	0	0	0	0	0	0	50,000	100.0%	50,000
On-Call Engineering Contract	46,644	39,285	210,000	100,000	100,000	100,000	100,000	100,000	100,000	895,929	0.0%	0
On-Call Inspection	0	90	44,910	45,000	45,000	45,000	45,000	45,000	45,000	315,000	0.0%	0
On-Call Construction Contract (2021-2023)	0	183,076	100,000	100,000	100,000	100,000	100,000	100,000	100,000	883,076	0.0%	0
IT Pipes Software Upgrade for Video Interface w/CityWorks	0	0	35,000	11,000	11,000	11,000	11,000	11,000	11,000	101,000	0.0%	0
City Works Azteca Annual Licensing plus ESRI license	0	39,750	40,000	40,000	40,000	40,000	40,000	40,000	40,000	319,750	0.0%	0
Fleet Maintenance Software annual licenses	1,606	1,392	2,160	2,000	2,000	2,000	2,000	2,000	2,000	17,158	0.0%	0
Accounting ERP Integration	0	11,266	53,798	0	0	0	0	0	0	65,064	0.0%	0
Website Improvement - O&M beginning in FY 22-23	0	0	25,000	5,000	5,000	5,000	0	0	0	40,000	0.0%	0
Drafting Software & Computer Upgrade	599	6,089	6,000	0	0	0	0	0	0	12,688	0.0%	0
Biosolids well monitoring design and construction	0	0	300,000	50,000	50,000	50,000	50,000	0	0	500,000	0.0%	0
Hydraulic Modeling	0	0	200,000	100,000	0	0	0	0	0	300,000	0.0%	0
Sea Level Rise Mitigation Construction (Placeholder)	0	0	0	0	0	0	3,000,000	3,000,000	3,000,000	9,000,000	100.0%	9,000,000
Arc Flash Study	0	51,313	0	0	0	0	0	0	0	51,313	0.0%	0
Temp Access Rd Guide Dogs (temp asphalt road) - ADDED 2021	60,410	1,454	0	0	0	0	0	0	0	61,864	0.0%	0
Asset Management Onboarding Task 1 STPURWE CMMS CityWorks	0	111,000	0	0	0	0	0	0	0	111,000	100.0%	111,000
On-Call Construction Contract (2019-2021)	154,494	0	0	0	0	0	0	0	0	154,494	0.0%	0
<b>Total Planning, Software, &amp; Other Engineering</b>	<b>\$641,077</b>	<b>\$702,108</b>	<b>\$2,222,778</b>	<b>\$1,528,000</b>	<b>\$1,068,000</b>	<b>\$563,000</b>	<b>\$3,478,000</b>	<b>\$3,328,600</b>	<b>\$3,329,200</b>	<b>\$16,860,763</b>		<b>\$13,143,428</b>
<b>Collection System</b>												
John Duckett PS & HWY 101 Terra Linda Trunk Sewer Design	\$19,891	\$3,260	\$730,927	\$601,674	\$0	\$0	\$0	\$0	\$0	\$1,355,751	100.0%	\$1,355,751
Rafael Meadows Pump Station - Electrical Standby Generator	502	140,380	160,000	0	0	0	0	0	0	300,882	0.0%	0
Smith Ranch Pump Station Electrical Upgrades	22,547	3,612	300,000	0	0	0	0	0	0	326,159	0.0%	0
Force Main Assessment, Cleaning, Location Marking, & Mapping	6,004	0	350,000	250,000	0	0	0	0	0	606,004	0.0%	0
Standby/Towable Generators for Minor Pump Stations	0	10,094	357,044	0	0	0	0	0	0	367,138	0.0%	0
Automatic Transfer Switches for Pump Stations	12,803	0	260,000	0	0	0	0	0	0	272,803	0.0%	0
Pump Station Site Lighting, Safety, & Security Improvements	16,546	1,576	241,877	0	0	0	0	0	0	260,000	0.0%	0
Emergency Bypass Pumping Analysis & Response Plan	12,171	11,760	105,000	0	0	0	0	0	0	128,931	0.0%	0
Rafael Meadows Pump Station - Civil, fencing, other	0	0	180,000	400,000	0	0	0	0	0	580,000	0.0%	0
Mulligan PS wet well upgrade	0	0	60,000	250,000	0	0	0	0	0	310,000	0.0%	0
Manhole Frame & Cover Adjustment Allowance	2,481	0	50,000	50,000	50,000	50,000	50,000	50,000	50,000	352,481	0.0%	0
Fencing Improvements at Various Locations	9,360	0	60,000	0	0	0	0	0	0	69,360	0.0%	0
Annual Facility Paving at Various Locations	70,366	0	35,000	35,000	35,000	35,000	35,000	35,000	35,000	315,366	0.0%	0
Smith Ranch CNG Filling Station Function	0	0	45,000	0	0	0	0	0	0	45,000	0.0%	0
Captains Cove Pump Station Upgrades(2)	10,642	0	50,000	0	0	0	0	0	0	60,642	100.0%	60,642
Sewer Main Collection System Rehabilitation Program	0	0	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	800,000	800,000	6,600,000	100.0%	6,600,000
SCADA Integration & Control Panel Repl. for Pump Stations	0	0	250,000	250,000	250,000	250,000	0	0	0	1,000,000	0.0%	0
Install Ports in Pump Stations	0	0	30,000	0	0	0	0	0	0	30,000	0.0%	0
Hawthorn Pump Station Fencing - Second Fence line	0	0	25,000	0	0	0	0	0	0	25,000	100.0%	25,000
Descanso Pump Station Odor Control	0	0	0	0	45,000	100,000	150,000	0	0	295,000	0.0%	0
Marin Lagoon Pump Station No.1 (2)	25,360	191,294	0	0	0	400,000	400,000	200,000	200,000	1,416,655	100.0%	1,416,655
Smith Ranch Rd Combined Force Main	0	0	0	0	0	250,000	2,500,000	0	0	2,750,000	0.0%	0
Captains Cove and Marin Lagoon Pump Station Telemetry(2)	0	0	0	0	0	250,000	250,000	250,000	0	750,000	100.0%	750,000
Civic Center Pump Station VFD Control	0	0	0	0	0	100,000	0	0	0	100,000	0.0%	0
Lower Marinwood TS Capacity Upgrade & Relocation	0	0	0	0	0	250,000	1,500,000	0	0	1,750,000	0.0%	0
McInnis Pump Station Improvements	0	0	0	0	0	75,000	300,000	0	0	375,000	0.0%	0
Vac Truck Recycled Water Filling Station & Wash Rack	0	0	0	0	0	60,000	0	0	0	60,000	0.0%	0
Smith Ranch Pump Station Generator Diesel Conversion	0	0	0	0	0	0	100,000	500,000	0	600,000	0.0%	0
IWMP Pump Station & Force Main Projects (Placeholder)	0	0	0	2,000,000	2,000,000	2,000,000	2,500,000	500,000	4,500,000	13,500,000	100.0%	13,500,000
Air Release Valve & Vault Replacements Sewer Main Rehabilitation	190,397	100,241	0	0	0	0	0	2,500,000	0	2,790,638	0.0%	0
SCADA Integration & Control Panel Replacements for Minor Pump Stations (4) plus	0	18,780	0	0	0	0	0	750,000	5,000,000	5,768,780	0.0%	0
Hawthorn Pump Station Fencing - 1st Fence project	0	15,359	0	0	0	0	0	0	0	15,359	0.0%	0
Lower Marinwood Trunk Sewer M000.5 and MH M000.03 Access Road	0	0	0	0	0	0	0	0	0	0	0.0%	0
Marinwood HWY 101 Trunk Sewer MH M000.51 & M000.49 Access Road	0	0	0	0	0	0	0	0	0	0	0.0%	0
Contempo Marin MH N050.07 & Connection Improvement	7,350	55,498	0	0	0	0	0	0	0	62,848	0.0%	0
<b>Total Collection System</b>	<b>\$406,421</b>	<b>\$551,853</b>	<b>\$4,289,848</b>	<b>\$4,816,475</b>	<b>\$3,380,000</b>	<b>\$4,820,000</b>	<b>\$8,785,000</b>	<b>\$5,585,000</b>	<b>\$10,585,000</b>	<b>\$43,239,795</b>		<b>\$23,708,048</b>

Las Gallinas Valley Sanitary District  
 Exhibit 4  
 Development of Future Capital Improvements

Capital Improvement Project <sup>(1)</sup>	2021 CWIP	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total	% CFC(2)	\$ CFC
<b>Reclamation</b>												
Reclamation Pump Station Improvements	\$15,910	\$4,429	\$130,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$300,338	100.0%	\$300,338
St. Vincent's Pump Station Improvements	0	0	100,000	100,000	200,000	0	0	0	0	400,000	100.0%	400,000
Reclamation Pasture Irrigation System Assessment Study	0	0	45,000	0	0	45,000	0	0	0	90,000	100.0%	90,000
Miller Creek Vegetation Maintenance repair, maint.	105,907	47,340	75,000	75,000	0	0	0	0	0	303,247	0.0%	0
Solar PV System Replacement	0	0	300,000	0	0	0	0	0	0	300,000	100.0%	300,000
Reclamation Pond Diversion Boxes	0	0	175,000	0	0	0	0	0	0	175,000	100.0%	175,000
Reclamation Staging Area	0	0	60,000	0	0	0	0	0	0	60,000	100.0%	60,000
Sludge Lagoon Liner Replacement/Repair	0	0	75,000	75,000	75,000	75,000	0	0	0	300,000	0.0%	0
Storage Pond 1 Transfer Pipe Repair	0	0	0	100,000	0	0	0	0	0	100,000	0.0%	0
IWMP Reclamation Projects (Placeholder)	0	0	0	150,000	150,000	150,000	2,000,000	2,000,000	2,000,000	6,450,000	100.0%	6,450,000
Marsh Pond Vegetation Removal & Long-Term Vegetation Management Plan	375	833	0	0	0	0	0	0	0	1,208	0.0%	0
Reclamation Levee Capping - SLR mitigation	0	0	0	0	0	0	0	250,000	250,000	500,000	0.0%	0
Pond Security Fencing	375	0	0	0	0	0	0	0	200,000	200,375	0.0%	0
Center Pivot No. 2 Irrigation Pipe System	23,592	0	0	0	0	0	0	0	0	23,592	100.0%	23,592
Reclamation Shop Improvements	16,064	0	0	0	0	0	0	0	0	16,064	100.0%	16,064
Automated Gate for Reclamation Bridge	27,967	0	0	0	0	0	0	0	0	27,967	100.0%	27,967
WIP Recycled Water Improvements as of June 30, 2022	9,852,411	0	0	0	0	0	0	0	0	9,852,411	100.0%	9,852,411
<b>Total Reclamation</b>	<b>\$10,042,601</b>	<b>\$52,602</b>	<b>\$960,000</b>	<b>\$650,000</b>	<b>\$425,000</b>	<b>\$270,000</b>	<b>\$2,000,000</b>	<b>\$2,250,000</b>	<b>\$2,450,000</b>	<b>\$19,100,202</b>		<b>\$17,695,373</b>
<b>Treatment Plant (Including Recycled Water)</b>												
Plant Operations Control & Admin Building Design		\$238,854	\$1,525,000	\$221,775	\$0	\$0		\$0	\$0	\$1,985,629	0.0%	0
Digester Inspection & Coating Improvement		0	300,000	0	0	0		0	0	300,000	0.0%	0
Digester Room MCC #2 Upgrade Design & Construction	22,785	29,448	682,000	0	0	0		0	0	734,232	100.0%	734,232
Flow Equalization Basin Design and Construction	63,395	31,248	375,000	1,000,000	2,000,000	0		0	0	3,469,643	100.0%	3,469,643
Primary Clarifier #1 Repair		0	300,000	0	0	0		0	0	300,000	0.0%	0
Grit Chambers Coating & Auger Rebuild		494	300,000	0	0	0		0	0	300,494	100.0%	300,494
Annual Plant Paving at Various Locations	72,978	0	60,000	60,000	60,000	60,000	60,000	60,000	60,000	492,978	0.0%	0
Plant Lighting Improvements and Other Electrical Enhan.		0	50,000	150,000	0	0		0	0	200,000	0.0%	0
Misc Plant Equipment Demolition & Disposal	24,327	0	30,000	0	0	0		0	0	54,327	0.0%	0
Maintenance Shop & Locker Room Improvements		0	50,000	0	0	0		0	0	50,000	0.0%	0
Secondary Digester Piping Project			60,000	0	0	0		0	0	60,000	0.0%	0
BERS Tail Gas Piping		0	0	400,000	0	0		0	0	400,000	0.0%	0
Primary Clarifiers - Improvements		0	0	0	0	0	5,000,000	0	0	5,000,000	100.0%	5,000,000
Disinfection System Review and Upgrade Design		0	0	0	0	0	250,000	0	0	250,000	0.0%	0
Fixed Film Reactor Demolition		0	0	0	0	150,000	0	0	0	150,000	0.0%	0
IWMP Treatment Plant Projects (Placeholder)		0	0	250,000	2,000,000	2,000,000	5,000,000	5,000,000	5,000,000	19,250,000	100.0%	19,250,000
BERS Canopy (Biogas Equip CNG Fueling)		0	0	0	0	0	0	0	0	0	0.0%	0
Plant Operations Control & Admin Building - Site Evaluation and improvements	62,040	7,535	0	0	0	0	0	0	0	69,575	0.0%	0
Radio Antenna at Hawthorn Pump Station		0	0	0	0	0	0	0	0	0	0.0%	0
Sludge Thickener Structure Demolition	112,052	0	0	0	0	0	0	0	0	112,052	0.0%	0
Bioassay Tank Installation	29,040	0	0	0	0	0	0	0	0	29,040	0.0%	0
WWTP Upgrades - retention payoff Gregory Equipment	25,012	0	0	0	0	0	0	0	0	25,012	0.0%	0
Lab Cabinet Rehab for Dishwasher & Sink		0	0	0	0	0	0	0	0	0	0.0%	0
Carport & Paving Lab cancelled - USED FOR Paving Project 2020	41,530	0	0	0	0	0	0	0	0	41,530	0.0%	0
High Strength Waste Receiving Station	0	0	0	0	0	0	0	0	0	0	0.0%	0
Chemical Tanks Replacement & Eyewash Station		0	0	0	0	0	0	0	0	0	0.0%	0
WIP Secondary Treatment as of June 30, 2022	25,165,773	0	0	0	0	0	0	0	0	25,165,773	100.0%	25,165,773
WIP Secondary Treatment as of June 30, 2022	13,548,188	0	0	0	0	0	0	0	0	13,548,188	100.0%	13,548,188
<b>Total Treatment Plant</b>	<b>\$39,167,119</b>	<b>\$307,577</b>	<b>\$3,732,000</b>	<b>\$2,081,775</b>	<b>\$4,060,000</b>	<b>\$2,210,000</b>	<b>\$10,310,000</b>	<b>\$5,060,000</b>	<b>\$5,060,000</b>	<b>\$71,988,471</b>		<b>\$67,468,329</b>

Las Gallinas Valley Sanitary District  
 Exhibit 4  
 Development of Future Capital Improvements

Capital Improvement Project <sup>(1)</sup>	2021 CWIP	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	Total	% CFC(2)	\$ CFC
<b>Financed Projects <sup>(3)</sup></b>												
Secondary Treatment Plant Upgrade & Recycled Water Expan.	\$15,961,768	\$8,377,132	\$8,606,442	\$0	\$0	\$0	\$0	\$0	\$0	\$32,945,341	100.0%	\$32,945,341
Operations Control Center Building Construction & Soft Costs	0	0	3,000,000	3,000,000	24,000,000	0	0	0	0	30,000,000	100.0%	30,000,000
John Duckett Pump Station & HWY 101 Terra Linda TS Crossing Const.	0	0		6,000,000	6,000,000	0	0	0	0	12,000,000	100.0%	12,000,000
<b>Total Financed Projects</b>	<b>\$15,961,768</b>	<b>\$8,377,132</b>	<b>\$11,606,442</b>	<b>\$9,000,000</b>	<b>\$30,000,000</b>	<b>\$0</b>	<b>\$0</b>			<b>\$74,945,341</b>		<b>\$74,945,341</b>
<b>Total Capital Improvement Projects</b>	<b>\$66,218,984</b>	<b>\$9,991,272</b>	<b>\$22,811,068</b>	<b>\$18,096,449</b>	<b>\$38,933,000</b>	<b>\$7,863,000</b>	<b>\$24,573,000</b>			<b>\$226,134,573</b>		<b>\$196,960,519</b>
<b>Project Type Summary</b>												
PLANNING, SOFTWARE, & OTHER ENGINEERING	\$641,077	\$702,108	\$2,222,778	\$1,528,000	\$1,068,000	\$563,000	\$3,478,000			\$16,860,763		\$13,143,428
COLLECTION SYSTEM (INCL. PUMP STATIONS & FORCE MAINS)	406,421	551,853	4,289,848	4,836,674	3,380,000	4,820,000	8,785,000			43,239,795		23,708,048
RECLAMATION	10,042,601	52,602	960,000	650,000	425,000	270,000	2,000,000			19,100,202		17,695,373
TREATMENT PLANT (INCL. RECYCLED WATER)	39,167,119	307,577	3,732,000	2,081,775	4,060,000	2,210,000	10,310,000			71,988,471		67,468,329
FINANCED PROJECTS	15,961,768	8,377,132	11,606,442	9,000,000	30,000,000	0	0			74,945,341		74,945,341
<b>Total Capital Projects</b>	<b>\$66,218,984</b>	<b>\$9,991,272</b>	<b>\$22,811,068</b>	<b>\$18,096,449</b>	<b>\$38,933,000</b>	<b>\$7,863,000</b>	<b>\$24,573,000</b>			<b>\$226,134,573</b>		<b>\$196,960,519</b>

**NOTES:**

- (1) Las Gallinas Valley Sanitary District Capital Improvement Plan "2022-2023 Capital Budget 5-Year V7". 2021 CWIP, 2021-22 actual to date, 2022-23 - 2028-29 capital.
- (2) Percentage CFC eligible based on District input.
- (3) Financed projects from future debt. See Exhibit 2.

Las Gallinas Valley Sanitary District

Exhibit 5

Development of Equivalent Service Units For Year Ended June 30, 2019

Class of Service	Use Code	# of		Factor <sup>(2)</sup>	ESUs
		Accounts	# of Units <sup>(1)</sup>		
<b>Customer</b>					
Single Family	1	8,150	8,150	1.0	8,150
Duplex	2	45	90	0.9	81
3 - 4 Units	3	68	259	0.9	233
5 - 9 Units	4	99	731	0.9	658
10+ Units	5	105	2,423	0.9	2,181
Non Residential		441	3,831		3,831
Hand Billed		92	1,117		1,117
Total		9,000	16,601		16,251
<b>Projected Ultimate ESUs <sup>(3)</sup></b>					<b>20,651</b>
<b>Expansion ESUs <sup>(3)</sup></b>					<b>4,400</b>

	Capacity			21.3%
	Average Day			
	MGD	Demand	Total ESUs	
Existing ERUs	2.32	200	16,251	
Future ERUs	<u>0.88</u>	200	<u>4,400</u>	
Total ERUs	3.20		20,651	

Notes:

- (1) Based on data from the utility billing system as of FY 2019.
- (2) Equivalent service unit factor from current rate study.
- (3) Based on 200 gpd/ESU and 3.2 MGD capacity; permit is at 2.99 but will be updated in 2025.

**Las Gallinas Valley Sanitary District**

**Exhibit 6**

**Present and Calculated Sewer Capital Facilities Charge**

<b>Item</b>	<b>CFC - RCNLD Per ESU</b>
<b>Capital Facilities Charge (CFC)</b>	
Calculated - Replacement Cost New Less Depreciation (RCNLD) <sup>(1)</sup>	\$8,189
Present Charge <sup>(2)</sup>	<u>\$7,106</u>
Difference	\$1,083
 <b>Additional Plumbing Fixture Units (PFU) in Excess of 20 PFUs</b>	
Calculated - each PFU	\$409
Present - Each PFU	<u>\$355</u>
Difference	\$54

**Notes:**

(1) Based on "combined" methodology.

(2) District Present CFC as of Sept. 2022. Change per Equivalent Service Unit (ESU)

Las Gallinas Valley Sanitary District  
 Exhibit 7  
 Fixed Asset Listing as of June 2021

Sys ID	Class	Category Description	Contributed	Date Acquired	Total Cost	Total Accumulated Depreciation	ENR-CCI 7/1/2022 15,640 ENR Factor	Repl. Cost	% Depr.	% CFC (> \$5,000)	CFC Eligible Original Cost	Replacement Cost New (ENR)	Replacement Cost New (ENR) Less Depreciation
730	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1954	\$160,548	\$160,548	24.90	\$3,998,387	100%	100%	\$160,548	\$3,998,387	\$0
859	5501 - Collection System Lines/Manholes	Prior Years Subsurface Lines		7/1/1955	867,383	867,383	23.70	20,554,480	100%	100%	867,383	20,554,480	0
731	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1958	801,371	801,371	20.61	16,513,205	100%	100%	801,371	16,513,205	0
732	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1963	936,158	879,989	17.36	16,250,394	94%	100%	936,158	16,250,394	975,024
733	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1968	866,351	727,735	13.54	11,731,443	84%	100%	866,351	11,731,443	1,877,031
734	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1972	758,585	576,525	8.92	6,768,024	76%	100%	758,585	6,768,024	1,624,326
857	5552 - Facilities & Equip - Treatment	Prior 1977		7/1/1977	790,283	790,283	6.07	4,798,177	100%	100%	790,283	4,798,177	0
735	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1978	266,600	266,600	5.63	1,502,036	100%	100%	266,600	1,502,036	0
736	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1979	81,116	81,116	5.21	422,465	100%	100%	81,116	422,465	0
858	5552 - Facilities & Equip - Treatment	Prior 1979		7/1/1979	855,803	855,803	5.21	4,457,156	100%	100%	855,803	4,457,156	0
	5554 - Facilities & Equip - Admin	Jib Room		7/1/1980	456	456	4.83	2,202	100%	0%	0	0	0
599	5501 - Collection System Lines/Manholes	Black Cyn Subdivision		7/1/1981	400	400	4.42	1,770	100%	0%	0	0	0
737	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1982	315,679	315,679	4.09	1,290,785	100%	100%	315,679	1,290,785	0
892	5501 - Collection System Lines/Manholes	Ranch Rd Improv		7/1/1982	180,099	180,099	4.09	736,410	100%	100%	180,099	736,410	0
973	5551 - Collections Dept Equipment	Trash Pump		7/1/1982	842	842	4.09	3,443	100%	0%	0	0	0
738	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1983	260,893	260,893	3.85	1,003,541	100%	100%	260,893	1,003,541	0
813	5556 - Facilities & Equip - Pump Station	Mulligan Force Main		7/1/1983	125,135	125,135	3.85	481,338	100%	100%	125,135	481,338	0
963	5556 - Facilities & Equip - Pump Station	Terra Linda Force Main		7/1/1983	116,543	116,543	3.85	448,290	100%	100%	116,543	448,290	0
584	5501 - Collection System Lines/Manholes	Adrian & Garden Ave.		7/1/1984	34,267	34,267	3.77	129,265	100%	100%	34,267	129,265	0
739	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1984	246,625	246,625	3.77	930,352	100%	100%	246,625	930,352	0
606	5551 - Collections Dept Equipment	Built Rite Trailers		7/1/1984	2,321	2,321	3.77	8,755	100%	0%	0	0	0
740	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1985	164,000	164,000	3.73	611,437	100%	100%	164,000	611,437	0
979	5501 - Collection System Lines/Manholes	Underground Truck Lines -6		7/1/1985	2,818,044	2,818,044	3.73	10,506,434	100%	100%	2,818,044	10,506,434	0
825	5552 - Facilities & Equip - Treatment	New Plant Construction		7/1/1985	4,830,534	4,830,534	3.73	18,009,544	100%	100%	4,830,534	18,009,544	0
827	5552 - Facilities & Equip - Treatment	New Plant Construction		7/1/1985	4,186,451	4,186,451	3.73	15,608,226	100%	100%	4,186,451	15,608,226	0
715	5557 - Facilities & Equip - Reclamation	Kubota Tractor		7/1/1985	32,520	32,520	3.73	121,243	100%	0%	0	0	0
830	5553 - Facilities & Equip - Disposal	New Plant Construction		6/30/1986	3,457,069	3,457,069	3.64	12,588,801	100%	100%	3,457,069	12,588,801	0
741	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1986	748,080	748,080	3.64	2,724,109	100%	100%	748,080	2,724,109	0
980	5501 - Collection System Lines/Manholes	Underground Truck Lines		7/1/1986	29,930	29,930	3.64	108,989	100%	100%	29,930	108,989	0
660	5552 - Facilities & Equip - Treatment	Equipment Building		7/1/1986	50,244	50,244	3.64	182,963	100%	100%	50,244	182,963	0
826	5552 - Facilities & Equip - Treatment	New Plant Construction		7/1/1986	105,225	105,225	3.64	383,173	100%	100%	105,225	383,173	0
828	5552 - Facilities & Equip - Treatment	New Plant Construction		7/1/1986	89,636	89,636	3.64	326,407	100%	100%	89,636	326,407	0
823	5553 - Facilities & Equip - Disposal	New Plant Const		7/1/1986	5,854	5,854	3.64	21,319	100%	100%	5,854	21,319	0
829	5553 - Facilities & Equip - Disposal	New Plant Construction		7/1/1986	1,980,816	1,980,816	3.64	7,213,077	100%	100%	1,980,816	7,213,077	0
593	5554 - Facilities & Equip - Admin	Asphalt Rock Roof		7/1/1986	12,284	12,284	3.64	44,733	100%	100%	12,284	44,733	0
742	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1987	45,500	45,500	3.55	161,513	100%	100%	45,500	161,513	0
931	5501 - Collection System Lines/Manholes	Sewer Rehabilitation		7/1/1987	356,761	356,761	3.55	1,266,404	100%	100%	356,761	1,266,404	0
854	5551 - Collections Dept Equipment	Pre 87		7/1/1987	559,247	559,247	3.55	1,985,176	100%	100%	559,247	1,985,176	0
855	5551 - Collections Dept Equipment	Pre 87		7/1/1987	8,511	8,511	3.55	30,210	100%	100%	8,511	30,210	0
786	5552 - Facilities & Equip - Treatment	Misc Plant Improv		7/1/1987	5,859	5,859	3.55	20,796	100%	100%	5,859	20,796	0
788	5552 - Facilities & Equip - Treatment	Misc Plant Improvements		7/1/1987	6,877	6,877	3.55	24,413	100%	100%	6,877	24,413	0
777	5553 - Facilities & Equip - Disposal	Misc Effluent Disp Imp		7/1/1987	1,615	1,615	3.55	5,733	100%	0%	0	0	0
824	5553 - Facilities & Equip - Disposal	New Plant Constr		7/1/1987	3,588	3,588	3.55	12,737	100%	0%	0	0	0
879	5556 - Facilities & Equip - Pump Station	Pump Stn Fencing		7/1/1987	5,068	5,068	3.55	17,989	100%	100%	5,068	17,989	0
968	5557 - Facilities & Equip - Reclamation	Tractor Equipment		7/1/1987	3,750	3,750	3.55	13,313	100%	0%	0	0	0
743	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1988	1,021,000	1,021,000	3.46	3,533,645	100%	100%	1,021,000	3,533,645	0
789	5552 - Facilities & Equip - Treatment	Misc Plant Improvements		7/1/1988	1,935	1,935	3.46	6,698	100%	0%	0	0	0
790	5552 - Facilities & Equip - Treatment	Misc Plant Improvements		7/1/1988	1,649	1,649	3.46	5,706	100%	0%	0	0	0
675	5553 - Facilities & Equip - Disposal	Flo-Thru Bioassay		7/1/1988	18,289	18,289	3.46	63,297	100%	100%	18,289	63,297	0
779	5553 - Facilities & Equip - Disposal	Misc Effluent Disp Improv		7/1/1988	990	990	3.46	3,426	100%	0%	0	0	0
579	5554 - Facilities & Equip - Admin	A/C Kit		7/1/1988	2,008	2,008	3.46	6,950	100%	0%	0	0	0
653	5556 - Facilities & Equip - Pump Station	Duckett Pump Stn Improv		7/1/1988	1,240,233	1,240,233	3.46	4,292,403	100%	100%	1,240,233	4,292,403	0
684	5556 - Facilities & Equip - Pump Station	Gallinas Village Pmp Stn		7/1/1988	103,559	103,559	3.46	358,415	100%	100%	103,559	358,415	0
768	5556 - Facilities & Equip - Pump Station	Mclnns Pump Station		7/1/1988	92,076	92,076	3.46	318,671	100%	100%	92,076	318,671	0
877	5556 - Facilities & Equip - Pump Station	Pump Stn Alarm System		7/1/1988	2,838	2,838	3.46	9,823	100%	0%	0	0	0
610	5501 - Collection System Lines/Manholes	Cathodic Protection		7/1/1989	14,115	14,115	3.39	47,836	100%	100%	14,115	47,836	0
622	5501 - Collection System Lines/Manholes	Collection System Rehab		7/1/1989	292,990	292,990	3.39	992,934	100%	100%	292,990	992,934	0
744	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1989	1,106,100	1,106,100	3.39	3,748,541	100%	100%	1,106,100	3,748,541	0
985	5501 - Collection System Lines/Manholes	Venetia Hrb Sewer Rehab		7/1/1989	32,670	32,670	3.39	110,718	100%	100%	32,670	110,718	0
971	5552 - Facilities & Equip - Treatment	Trailer Mounted Pump		7/1/1989	2,801	2,801	3.39	9,492	100%	0%	0	0	0

Las Gallinas Valley Sanitary District  
 Exhibit 7  
 Fixed Asset Listing as of June 2021

Sys ID	Class	Category Description	Contributed	Date Acquired	Total Cost	Total Accumulated Depreciation	ENR-CCI 7/1/2022 15,640 ENR Factor	Repl. Cost	% Depr.	% CFC (> \$5,000)	CFC Eligible Original Cost	Replacement Cost New (ENR)	Replacement Cost New (ENR) Less Depreciation
674	5553 - Facilities & Equip - Disposal	Flo-Thru Bioassay		7/1/1989	6,096	6,096	3.39	20,660	100%	100%	6,096	20,660	0
778	5553 - Facilities & Equip - Disposal	Misc Effluent Disp Imp		7/1/1989	2,215	2,215	3.39	7,505	100%	0%	0	0	0
780	5553 - Facilities & Equip - Disposal	Misc Effluent Disp Improv		7/1/1989	1,357	1,357	3.39	4,600	100%	0%	0	0	0
617	5556 - Facilities & Equip - Pump Station	Civic Center No Pump Stn	Contributed	7/1/1989	1,181,746	1,181,746	3.39	4,004,902	100%	100%	1,181,746	4,004,902	0
869	5556 - Facilities & Equip - Pump Station	Pump Station Alarm		7/1/1989	2,683	2,683	3.39	9,093	100%	0%	0	0	0
880	5556 - Facilities & Equip - Pump Station	Pump Stn San Raf Meadows		7/1/1989	509,835	509,835	3.39	1,727,816	100%	100%	509,835	1,727,816	0
745	5501 - Collection System Lines/Manholes	Mainline Extensions	Contributed	7/1/1990	46,500	46,500	3.31	153,691	100%	100%	46,500	153,691	0
852	5551 - Collections Dept Equipment	Portable Generator Consultin		7/1/1990	1,435	1,435	3.31	4,743	0%	0%	0	0	0
862	5551 - Collections Dept Equipment	Program Recorder		7/1/1990	2,153	2,153	3.31	7,116	100%	0%	0	0	0
913	5551 - Collections Dept Equipment	Rodding Machine		7/1/1990	17,755	17,755	3.31	58,683	100%	100%	17,755	58,683	0
614	5552 - Facilities & Equip - Treatment	Chlorine Analyzer		7/1/1990	9,440	9,440	3.31	31,202	100%	0%	0	0	0
676	5552 - Facilities & Equip - Treatment	Flood Protection Outfall		7/1/1990	192,853	192,853	3.31	637,413	100%	100%	192,853	637,413	0
849	5552 - Facilities & Equip - Treatment	Portable Generator		7/1/1990	1,938	1,938	3.31	6,404	100%	0%	0	0	0
865	5552 - Facilities & Equip - Treatment	Pump - Peninsula		7/1/1990	1,549	1,549	3.31	5,119	100%	0%	0	0	0
970	5552 - Facilities & Equip - Treatment	Trailer Mounted Generator		7/1/1990	16,065	16,065	3.31	53,099	100%	0%	0	0	0
686	5554 - Facilities & Equip - Admin	Gates		7/1/1990	1,075	1,075	3.31	3,553	100%	0%	0	0	0
682	5556 - Facilities & Equip - Pump Station	Gallinas Valley Pmp Stn		7/1/1990	532,724	532,724	3.31	1,760,747	100%	100%	532,724	1,760,747	0
794	5556 - Facilities & Equip - Pump Station	Misc Pump Station		7/1/1990	3,747	3,747	3.31	12,384	100%	0%	0	0	0
746	5501 - Collection System Lines/Manholes	Mainline Extensions		7/1/1991	148,700	148,700	3.23	481,010	100%	100%	148,700	481,010	0
748	5551 - Collections Dept Equipment	Manhole Lifters		7/1/1991	810	810	3.23	2,620	100%	0%	0	0	0
802	5552 - Facilities & Equip - Treatment	Misc Treatment Plant Imprv		7/1/1991	4,388	4,388	3.23	14,193	100%	0%	0	0	0
969	5552 - Facilities & Equip - Treatment	Tractor Forklift		7/1/1991	9,813	9,813	3.23	31,741	100%	0%	0	0	0
986	5552 - Facilities & Equip - Treatment	Vise		7/1/1991	521	521	3.23	1,685	100%	0%	0	0	0
591	5554 - Facilities & Equip - Admin	Aluminum Trailer		7/1/1991	1,099	1,099	3.23	3,556	100%	0%	0	0	0
647	5554 - Facilities & Equip - Admin	Disaster Improv		7/1/1991	31,783	31,783	3.23	102,809	100%	100%	31,783	102,809	0
711	5554 - Facilities & Equip - Admin	Jack/Dolly		7/1/1991	500	500	3.23	1,617	100%	0%	0	0	0
807	5554 - Facilities & Equip - Admin	Monitoring Equipment		7/1/1991	2,257	2,257	3.23	7,302	100%	0%	0	0	0
967	5554 - Facilities & Equip - Admin	Titration Amperometric		7/1/1991	1,664	1,664	3.23	5,383	100%	0%	0	0	0
759	5556 - Facilities & Equip - Pump Station	Marin Lagoon (9 Stations)	Contributed	7/1/1991	540,000	540,000	3.23	1,746,774	100%	100%	540,000	1,746,774	0
796	5556 - Facilities & Equip - Pump Station	Misc Pump Stn Rehab		7/1/1991	3,256	3,256	3.23	10,532	100%	0%	0	0	0
749	5551 - Collections Dept Equipment	Manhole Lifters		7/1/1992	11,160	11,160	3.14	35,014	100%	100%	11,160	35,014	0
750	5551 - Collections Dept Equipment	Manhole Lifters		7/1/1992	14,594	14,594	3.14	45,786	100%	100%	14,594	45,786	0
982	5551 - Collections Dept Equipment	Vactor		7/1/1992	95,507	95,507	3.14	299,646	100%	100%	95,507	299,646	0
613	5552 - Facilities & Equip - Treatment	Chessell 392		7/1/1992	2,848	2,848	3.14	8,934	100%	0%	0	0	0
643	5552 - Facilities & Equip - Treatment	Digester Imprvs		7/1/1992	5,090	5,090	3.14	15,970	100%	100%	5,090	15,970	0
803	5552 - Facilities & Equip - Treatment	Misc Treatment Plnt Improv		7/1/1992	26,118	26,118	3.14	81,942	100%	100%	26,118	81,942	0
808	5552 - Facilities & Equip - Treatment	Motor-op Auma		7/1/1992	3,164	3,164	3.14	9,926	100%	0%	0	0	0
847	5552 - Facilities & Equip - Treatment	Poly Cont Plt		7/1/1992	588	588	3.14	1,845	100%	0%	0	0	0
941	5552 - Facilities & Equip - Treatment	Sod Hydrox Leak		7/1/1992	36,628	36,628	3.14	114,917	100%	0%	0	0	0
954	5552 - Facilities & Equip - Treatment	Stormwater Pump Stn		7/1/1992	233,155	233,155	3.14	731,508	100%	100%	233,155	731,508	0
934	5553 - Facilities & Equip - Disposal	Sludge Pond		7/1/1992	2,185,606	2,185,606	3.14	6,857,192	100%	100%	2,185,606	6,857,192	0
950	5553 - Facilities & Equip - Disposal	St. Vincent's Pump Stn		7/1/1992	17,621	17,621	3.14	55,285	100%	100%	17,621	55,285	0
583	5554 - Facilities & Equip - Admin	Admn Bldg		7/1/1992	295,041	295,041	3.14	925,670	100%	100%	295,041	925,670	0
636	5554 - Facilities & Equip - Admin	Debris Body Wash		7/1/1992	2,767	2,767	3.14	8,681	100%	0%	0	0	0
839	5554 - Facilities & Equip - Admin	Phone Wires		7/1/1992	970	970	3.14	3,043	100%	0%	0	0	0
683	5501 - Collection System Lines/Manholes	Gallinas Village		7/1/1993	727,907	727,907	3.00	2,185,132	100%	100%	727,907	2,185,132	0
721	5501 - Collection System Lines/Manholes	Laurel Glen	Contributed	7/1/1993	70,000	70,000	3.00	210,136	100%	100%	70,000	210,136	0
964	5501 - Collection System Lines/Manholes	The Gables	Contributed	7/1/1993	36,500	36,500	3.00	109,571	100%	100%	36,500	109,571	0
965	5501 - Collection System Lines/Manholes	The Highlands	Contributed	7/1/1993	65,700	65,700	3.00	197,227	100%	100%	65,700	197,227	0
645	5552 - Facilities & Equip - Treatment	Digester Scum Pump		7/1/1993	500	500	3.00	1,501	100%	0%	0	0	0
704	5552 - Facilities & Equip - Treatment	Hypochlorite/Bisulfite Facility		7/1/1993	576,300	576,300	3.00	1,730,018	100%	100%	576,300	1,730,018	0
801	5552 - Facilities & Equip - Treatment	Misc Treatment Plant Improv		7/1/1993	16,190	16,190	3.00	48,602	100%	100%	16,190	48,602	0
958	5552 - Facilities & Equip - Treatment	Tank		7/1/1993	2,555	2,555	3.00	7,669	100%	0%	0	0	0
604	5553 - Facilities & Equip - Disposal	Break at Ponds		7/1/1993	13,977	13,977	3.00	41,959	100%	100%	13,977	41,959	0
634	5553 - Facilities & Equip - Disposal	Culvert		7/1/1993	2,000	2,000	3.00	6,004	100%	0%	0	0	0
781	5553 - Facilities & Equip - Disposal	Misc Effluent Disp Improv		7/1/1993	5,360	5,360	3.00	16,092	100%	100%	5,360	16,092	0
966	5553 - Facilities & Equip - Disposal	Tidegate		7/1/1993	1,047	1,047	3.00	3,142	100%	0%	0	0	0
588	5554 - Facilities & Equip - Admin	Air Conditioning Unit		7/1/1993	3,849	3,849	3.00	11,554	100%	0%	0	0	0
831	5556 - Facilities & Equip - Pump Station	Northgate Pump Stn		7/1/1993	202,094	202,094	3.00	606,674	100%	100%	202,094	606,674	0
936	5556 - Facilities & Equip - Pump Station	Smith Ranch Pump Station		7/1/1993	417,607	417,607	3.00	1,253,629	100%	100%	417,607	1,253,629	0

Las Gallinas Valley Sanitary District  
Exhibit 7  
Fixed Asset Listing as of June 2021

Sys ID	Class	Category Description	Contributed	Date Acquired	Total Cost	Total Accumulated Depreciation	ENR-CCI 7/1/2022 15,640 ENR Factor	Repl. Cost	% Depr.	% CFC (> \$5,000)	CFC Eligible Original Cost	Replacement Cost New (ENR)	Replacement Cost New (ENR) Less Depreciation
972	5557 - Facilities & Equip - Reclamation	Trailer Sprayer		7/1/1993	1,662	1,662	3.00	4,990	100%	0%	0	0	0
569	5501 - Collection System Lines/Manholes	10 Summit Road	Contributed	7/1/1994	8,790	3,153	2.89	25,421	36%	100%	8,790	25,421	16,303
575	5501 - Collection System Lines/Manholes	3 Sunny Oaks Storm Drain		7/1/1994	3,981	3,981	2.89	11,513	100%	0%	0	0	0
577	5501 - Collection System Lines/Manholes	40 Bayhills	Contributed	7/1/1994	8,768	8,768	2.89	25,357	100%	100%	8,768	25,357	0
585	5501 - Collection System Lines/Manholes	Adrian Terrace	Contributed	7/1/1994	55,430	55,430	2.89	160,305	100%	100%	55,430	160,305	0
656	5501 - Collection System Lines/Manholes	Ellen Way Manhole		7/1/1994	1,531	1,531	2.89	4,429	100%	0%	0	0	0
685	5501 - Collection System Lines/Manholes	Golden Court Manhole		7/1/1994	971	971	2.89	2,807	100%	0%	0	0	0
816	5501 - Collection System Lines/Manholes	N. Circle Road		7/1/1994	427,471	427,471	2.89	1,236,260	100%	100%	427,471	1,236,260	0
897	5501 - Collection System Lines/Manholes	Redwood Bl Manhole		7/1/1994	713	713	2.89	2,063	100%	0%	0	0	0
751	5551 - Collections Dept Equipment	Manhole Lifters		7/1/1994	1,275	1,275	2.89	3,687	100%	0%	0	0	0
754	5551 - Collections Dept Equipment	Manhole Lifters (City of SR)		7/1/1994	12,604	12,604	2.89	36,451	100%	100%	12,604	36,451	0
574	5552 - Facilities & Equip - Treatment	20HP Baldor Motor		7/1/1994	597	597	2.89	1,725	100%	0%	0	0	0
580	5552 - Facilities & Equip - Treatment	AC Voltage Hour Meter		7/1/1994	725	725	2.89	2,098	100%	0%	0	0	0
582	5552 - Facilities & Equip - Treatment	Adapter Flange (Dorr-Oliver)		7/1/1994	2,175	2,175	2.89	6,291	100%	0%	0	0	0
624	5552 - Facilities & Equip - Treatment	Composite Sampler		7/1/1994	2,829	2,829	2.89	8,182	100%	0%	0	0	0
681	5552 - Facilities & Equip - Treatment	Fuel Storage Tanks		7/1/1994	109,063	109,063	2.89	315,413	100%	100%	109,063	315,413	0
696	5552 - Facilities & Equip - Treatment	Grundfos Pump & Motor		7/1/1994	1,449	1,449	2.89	4,191	100%	0%	0	0	0
697	5552 - Facilities & Equip - Treatment	Grundfos Pump (Peninsula)		7/1/1994	654	654	2.89	1,893	100%	0%	0	0	0
705	5552 - Facilities & Equip - Treatment	Hypochlorite/Bisulfite Facility		7/1/1994	20,698	20,698	2.89	59,860	100%	100%	20,698	59,860	0
797	5552 - Facilities & Equip - Treatment	Misc Pump Stn Rehab		7/1/1994	4,410	4,410	2.89	12,754	100%	0%	0	0	0
800	5552 - Facilities & Equip - Treatment	Misc Treatment Plant Improv		7/1/1994	14,241	14,241	2.89	41,187	100%	100%	14,241	41,187	0
868	5552 - Facilities & Equip - Treatment	Pump Chamber (Dorr-Oliver)		7/1/1994	2,777	2,777	2.89	8,032	100%	0%	0	0	0
908	5552 - Facilities & Equip - Treatment	Retrofit Group Analyzer		7/1/1994	2,118	2,118	2.89	6,126	100%	0%	0	0	0
991	5552 - Facilities & Equip - Treatment	Winch,Tripod, Block		7/1/1994	1,639	1,639	2.89	4,740	100%	0%	0	0	0
767	5553 - Facilities & Equip - Disposal	Marsh Pond Erosion Project		7/1/1994	16,281	16,281	2.89	47,086	100%	100%	16,281	47,086	0
951	5553 - Facilities & Equip - Disposal	St. Vincents Pump Station		7/1/1994	7,865	7,865	2.89	22,747	100%	100%	7,865	22,747	0
989	5553 - Facilities & Equip - Disposal	Well Installation		7/1/1994	17,161	17,161	2.89	49,629	100%	100%	17,161	49,629	0
668	5554 - Facilities & Equip - Admin	File Cabinet		7/1/1994	622	622	2.89	1,799	100%	0%	0	0	0
637	5556 - Facilities & Equip - Pump Station	Descanso Pump Stn		7/1/1994	278,441	278,441	2.89	805,261	100%	100%	278,441	805,261	0
814	5556 - Facilities & Equip - Pump Station	Mulligan Pump Station		7/1/1994	51,987	51,987	2.89	150,349	100%	100%	51,987	150,349	0
602	5557 - Facilities & Equip - Reclamation	Boat - Reclamation		7/1/1994	858	858	2.89	2,481	100%	0%	0	0	0
623	5551 - Collections Dept Equipment	Completed Construction		7/1/1995	45,655	45,655	2.86	130,515	100%	100%	45,655	130,515	0
752	5551 - Collections Dept Equipment	Manhole Lifters		7/1/1995	456,838	456,838	2.86	1,305,974	100%	100%	456,838	1,305,974	0
840	5551 - Collections Dept Equipment	Pipe Locater		7/1/1995	1,958	1,958	2.86	5,599	100%	0%	0	0	0
570	5552 - Facilities & Equip - Treatment	110' Rotary Distributor		7/1/1995	26,628	26,628	2.86	76,121	100%	100%	26,628	76,121	0
571	5552 - Facilities & Equip - Treatment	150' Rotary Distributor		7/1/1995	33,136	33,136	2.86	94,727	100%	100%	33,136	94,727	0
616	5552 - Facilities & Equip - Treatment	Circular Chart Recorder		7/1/1995	1,469	1,469	2.86	4,199	100%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	Culligan Everpure 3500		7/1/1995	751	751	2.86	2,146	100%	0%	0	0	0
646	5552 - Facilities & Equip - Treatment	Digester, Biofilter Sludge		7/1/1995	13,540	13,540	2.86	38,707	100%	100%	13,540	38,707	0
692	5552 - Facilities & Equip - Treatment	GM Module		7/1/1995	612	612	2.86	1,748	100%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	Grit Washer		7/1/1995	45,045	45,045	2.86	128,771	100%	0%	0	0	0
703	5552 - Facilities & Equip - Treatment	HP Lawn Mower		7/1/1995	3,212	3,212	2.86	9,183	100%	0%	0	0	0
706	5552 - Facilities & Equip - Treatment	Hypochlorite/Bisulfite Facility		7/1/1995	160,221	160,221	2.86	458,028	100%	100%	160,221	458,028	0
722	5552 - Facilities & Equip - Treatment	Ledex Rotary Switch		7/1/1995	23,302	23,302	2.86	66,614	100%	0%	0	0	0
770	5552 - Facilities & Equip - Treatment	Mercury Tester		7/1/1995	5,474	5,474	2.86	15,648	100%	0%	0	0	0
772	5552 - Facilities & Equip - Treatment	Meter & Probe		7/1/1995	2,001	2,001	2.86	5,721	100%	0%	0	0	0
773	5552 - Facilities & Equip - Treatment	Meter Relocation		7/1/1995	3,706	3,706	2.86	10,595	100%	0%	0	0	0
836	5552 - Facilities & Equip - Treatment	Parking Lot Light		7/1/1995	2,780	2,780	2.86	7,946	100%	0%	0	0	0
850	5552 - Facilities & Equip - Treatment	Portable Generator		7/1/1995	833	833	2.86	2,382	100%	0%	0	0	0
891	5552 - Facilities & Equip - Treatment	Rake Classifier		7/1/1995	3,525	3,525	2.86	10,077	100%	0%	0	0	0
909	5552 - Facilities & Equip - Treatment	Retrofit Micro 2000 Analyzer		7/1/1995	2,312	2,312	2.86	6,609	100%	0%	0	0	0
911	5552 - Facilities & Equip - Treatment	Robey Pump Engine		7/1/1995	985	985	2.86	2,816	100%	0%	0	0	0
918	5552 - Facilities & Equip - Treatment	Sampler, Probe, Hammer		7/1/1995	801	801	2.86	2,291	100%	0%	0	0	0
983	5552 - Facilities & Equip - Treatment	Valve		7/1/1995	4,361	4,361	2.86	12,465	100%	0%	0	0	0
990	5552 - Facilities & Equip - Treatment	WEMCO Pump		7/1/1995	5,062	5,062	2.86	14,471	100%	100%	5,062	14,471	0
611	5554 - Facilities & Equip - Admin	Chairs/Table		7/1/1995	354	354	2.86	1,012	100%	0%	0	0	0
669	5554 - Facilities & Equip - Admin	File Cabinet		7/1/1995	622	622	2.86	1,778	100%	0%	0	0	0
718	5554 - Facilities & Equip - Admin	Laminator		7/1/1995	307	307	2.86	876	100%	0%	0	0	0
961	5554 - Facilities & Equip - Admin	Television & VCR		7/1/1995	682	682	2.86	1,950	100%	0%	0	0	0
987	5554 - Facilities & Equip - Admin	Voysystem		7/1/1995	4,065	4,065	2.86	11,621	100%	0%	0	0	0



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Sys ID	Class	Category Description	Contributed	Date Acquired	Total Cost	Total Accumulated Depreciation	ENR-CCI 7/1/2022 15,640 ENR Factor	Repl. Cost	% Depr.	% CFC (> \$5,000)	CFC Eligible Original Cost	Replacement Cost New (ENR)	Replacement Cost New (ENR) Less Depreciation
761	5556 - Facilities & Equip - Pump Station	Marinwood Pump Station		7/1/1995	7,510	7,510	2.86	21,468	100%	100%	7,510	21,468	0
815	5556 - Facilities & Equip - Pump Station	Mulligan Pump Station		7/1/1995	43,495	43,495	2.86	124,340	100%	100%	43,495	124,340	0
724	5501 - Collection System Lines/Manholes	Los Ranchitos A.D.	Contributed	7/1/1996	1,328,556	1,328,556	2.78	3,697,287	100%	100%	1,328,556	3,697,287	0
725	5501 - Collection System Lines/Manholes	Los Ranchitos A.D.	Contributed	7/1/1996	586,902	586,902	2.78	1,633,311	100%	100%	586,902	1,633,311	0
648	5552 - Facilities & Equip - Treatment	Discharge Hose		7/1/1996	1,399	1,399	2.78	3,892	100%	0%	0	0	0
689	5552 - Facilities & Equip - Treatment	Generator		7/1/1996	32,047	32,047	2.78	89,185	100%	0%	0	0	0
693	5552 - Facilities & Equip - Treatment	Gorman Rupp Trash Pump		7/1/1996	10,189	10,189	2.78	28,355	100%	100%	10,189	28,355	0
804	5552 - Facilities & Equip - Treatment	Misc Treatment Plnt Improv		7/1/1996	44,975	44,975	2.78	125,163	100%	100%	44,975	125,163	0
978	5552 - Facilities & Equip - Treatment	Ultrasonic Transmitter		7/1/1996	2,279	2,279	2.78	6,342	100%	0%	0	0	0
782	5553 - Facilities & Equip - Disposal	Misc Effluent Disp Improv		7/1/1996	1,024	1,024	2.78	2,849	100%	0%	0	0	0
833	5553 - Facilities & Equip - Disposal	Outfall Pipe		7/1/1996	6,820	6,820	2.78	18,979	100%	100%	6,820	18,979	0
910	5553 - Facilities & Equip - Disposal	Rip Rap Pond Levee		7/1/1996	850	850	2.78	2,365	100%	0%	0	0	0
935	5553 - Facilities & Equip - Disposal	Sludge Pond		7/1/1996	11,302	11,302	2.78	31,452	100%	100%	11,302	31,452	0
	5554 - Facilities & Equip - Admin	Sampler		7/1/1996	1,548	1,548	2.78	4,307	100%	0%	0	0	0
762	5556 - Facilities & Equip - Pump Station	Marinwood Pump Station		7/1/1996	706,979	706,979	2.78	1,967,477	100%	100%	706,979	1,967,477	0
726	5501 - Collection System Lines/Manholes	Los Ranchitos A.D.	Contributed	7/1/1997	153,328	153,328	2.68	411,614	100%	100%	153,328	411,614	0
755	5501 - Collection System Lines/Manholes	Manhole Repair		7/1/1997	3,981	3,981	2.68	10,686	100%	0%	0	0	0
756	5501 - Collection System Lines/Manholes	Manhole Repair		7/1/1997	10,661	10,661	2.68	28,621	100%	0%	0	0	0
927	5501 - Collection System Lines/Manholes	Sewer Line Rehab		7/1/1997	591,292	591,292	2.68	1,587,343	100%	100%	591,292	1,587,343	0
928	5501 - Collection System Lines/Manholes	Sewer Main Replacement		7/1/1997	3,483	3,483	2.68	9,349	100%	0%	0	0	0
596	5551 - Collections Dept Equipment	Backflow Valve		7/1/1997	1,083	1,083	2.68	2,908	100%	0%	0	0	0
600	5551 - Collections Dept Equipment	Block Header Assembly		7/1/1997	1,092	1,092	2.68	2,930	100%	0%	0	0	0
712	5551 - Collections Dept Equipment	Jacuzzi/Cover Sump Pump		7/1/1997	1,190	1,190	2.68	3,195	100%	0%	0	0	0
753	5551 - Collections Dept Equipment	Manhole Lifters		7/1/1997	27,414	27,414	2.68	73,594	100%	100%	27,414	73,594	0
625	5552 - Facilities & Equip - Treatment	Conduit, Elect Installation		7/1/1997	1,958	1,958	2.68	5,257	100%	0%	0	0	0
640	5552 - Facilities & Equip - Treatment	Dezurik Plug Valves		7/1/1997	2,250	2,250	2.68	6,041	100%	0%	0	0	0
641	5552 - Facilities & Equip - Treatment	Digester Cleaning		7/1/1997	403,984	403,984	2.68	1,084,510	100%	100%	403,984	1,084,510	0
644	5552 - Facilities & Equip - Treatment	Digester Pipe Replacement		7/1/1997	2,150	2,150	2.68	5,771	100%	0%	0	0	0
662	5552 - Facilities & Equip - Treatment	Exhaust Piping		7/1/1997	1,050	1,050	2.68	2,819	100%	0%	0	0	0
791	5552 - Facilities & Equip - Treatment	Misc Plant Improvements		7/1/1997	97,909	97,909	2.68	262,840	100%	100%	97,909	262,840	0
861	5552 - Facilities & Equip - Treatment	Production Drill Press		7/1/1997	1,040	1,040	2.68	2,793	100%	0%	0	0	0
905	5552 - Facilities & Equip - Treatment	Repl Damaged Piping		7/1/1997	1,265	1,265	2.68	3,396	100%	0%	0	0	0
926	5552 - Facilities & Equip - Treatment	Separator Assembly		7/1/1997	2,166	2,166	2.68	5,816	100%	0%	0	0	0
933	5552 - Facilities & Equip - Treatment	Sludge Line Replacement		7/1/1997	14,097	14,097	2.68	37,843	100%	100%	14,097	37,843	0
992	5552 - Facilities & Equip - Treatment	Wiring		7/1/1997	1,153	1,153	2.68	3,094	100%	0%	0	0	0
628	5553 - Facilities & Equip - Disposal	Connection Box		7/1/1997	2,036	2,036	2.68	5,465	100%	0%	0	0	0
654	5553 - Facilities & Equip - Disposal	Electrical Improvements		7/1/1997	3,277	3,277	2.68	8,797	100%	0%	0	0	0
661	5553 - Facilities & Equip - Disposal	Erosion Control		7/1/1997	3,113	3,113	2.68	8,357	100%	0%	0	0	0
687	5553 - Facilities & Equip - Disposal	Gear Bix & Diaphragm		7/1/1997	1,795	1,795	2.68	4,819	100%	0%	0	0	0
708	5553 - Facilities & Equip - Disposal	Influent Bar Screen		7/1/1997	237,012	237,012	2.68	636,266	100%	100%	237,012	636,266	0
783	5553 - Facilities & Equip - Disposal	Misc Effluent Disp Improv		7/1/1997	29,923	29,923	2.68	80,329	100%	100%	29,923	80,329	0
817	5553 - Facilities & Equip - Disposal	Nelson SR 100		7/1/1997	14,523	14,523	2.68	38,987	100%	100%	14,523	38,987	0
953	5553 - Facilities & Equip - Disposal	Storm Water Outflow repair		7/1/1997	4,303	4,303	2.68	11,553	100%	0%	0	0	0
988	5553 - Facilities & Equip - Disposal	Water Line Repair		7/1/1997	1,845	1,845	2.68	4,953	100%	0%	0	0	0
	5554 - Facilities & Equip - Admin	Oxygen Pump & Calibration		7/1/1997	1,733	1,733	2.68	4,653	100%	0%	0	0	0
896	5554 - Facilities & Equip - Admin	Recording Equipment		7/1/1997	769	769	2.68	2,064	100%	0%	0	0	0
763	5556 - Facilities & Equip - Pump Station	Marinwood Pump Station		7/1/1997	43,521	43,521	2.68	116,834	100%	100%	43,521	116,834	0
795	5556 - Facilities & Equip - Pump Station	Misc Pump Station Rehab		7/1/1997	35,557	35,557	2.68	95,453	100%	100%	35,557	95,453	0
698	5501 - Collection System Lines/Manholes	Hickory/Hyacinth Sewer Rep		7/1/1998	2,596	2,596	2.64	6,858	100%	0%	0	0	0
727	5501 - Collection System Lines/Manholes	Los Ranchitos A.D.	Contributed	7/1/1998	31,135	31,135	2.64	82,256	100%	100%	31,135	82,256	0
729	5501 - Collection System Lines/Manholes	Lower Sunny Oak - Sewer		7/1/1998	4,000	4,000	2.64	10,568	100%	0%	0	0	0
757	5501 - Collection System Lines/Manholes	Manhole Repair		7/1/1998	5,429	5,429	2.64	14,344	100%	0%	0	0	0
904	5501 - Collection System Lines/Manholes	Rehab. Repair Sewer		7/1/1998	2,945	2,945	2.64	7,780	100%	0%	0	0	0
929	5501 - Collection System Lines/Manholes	Sewer Rehabilitation		7/1/1998	133,615	133,615	2.64	352,999	100%	100%	133,615	352,999	0
598	5551 - Collections Dept Equipment	Battery Bank		7/1/1998	1,922	1,922	2.64	5,078	100%	0%	0	0	0
615	5551 - Collections Dept Equipment	Choke Assembly		7/1/1998	1,403	1,403	2.64	3,706	100%	0%	0	0	0
956	5551 - Collections Dept Equipment	Sump Pump		7/1/1998	1,080	1,080	2.64	2,853	100%	0%	0	0	0
576	5552 - Facilities & Equip - Treatment	3126 Motor, 3102 Pump		7/1/1998	3,462	3,462	2.64	9,146	100%	0%	0	0	0
581	5552 - Facilities & Equip - Treatment	Adapter Flange		7/1/1998	2,220	2,220	2.64	5,865	100%	0%	0	0	0
626	5552 - Facilities & Equip - Treatment	Conduits		7/1/1998	1,814	1,814	2.64	4,793	100%	0%	0	0	0

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638	5552 - Facilities & Equip - Treatment	Design & Construction Serv		7/1/1998	38,114	38,114	2.64	100,693	100%	100%	38,114	100,693	0
667	5552 - Facilities & Equip - Treatment	Fence posts		7/1/1998	1,578	1,578	2.64	4,169	100%	0%	0	0	0
672	5552 - Facilities & Equip - Treatment	Flanges, Parts		7/1/1998	628	628	2.64	1,659	100%	0%	0	0	0
673	5552 - Facilities & Equip - Treatment	Flg RQ Gate Valves		7/1/1998	3,019	3,019	2.64	7,975	100%	0%	0	0	0
792	5552 - Facilities & Equip - Treatment	Misc Plant Improvements		7/1/1998	306,833	306,833	2.64	810,625	100%	100%	306,833	810,625	0
810	5552 - Facilities & Equip - Treatment	Motor (H314-7.5HP)		7/1/1998	805	805	2.64	2,127	100%	0%	0	0	0
860	5552 - Facilities & Equip - Treatment	Probe Unit		7/1/1998	2,163	2,163	2.64	5,714	100%	0%	0	0	0
863	5552 - Facilities & Equip - Treatment	PSI Gauge		7/1/1998	928	928	2.64	2,451	100%	0%	0	0	0
867	5552 - Facilities & Equip - Treatment	Pump Chamber		7/1/1998	2,833	2,833	2.64	7,485	100%	0%	0	0	0
914	5552 - Facilities & Equip - Treatment	Rotor 4x4 PP		7/1/1998	2,615	2,615	2.64	6,909	100%	0%	0	0	0
917	5552 - Facilities & Equip - Treatment	Sampler Equipment		7/1/1998	3,931	3,931	2.64	10,384	100%	0%	0	0	0
945	5552 - Facilities & Equip - Treatment	Spare Motor - Filter Pumps		7/1/1998	544	544	2.64	1,437	100%	0%	0	0	0
946	5552 - Facilities & Equip - Treatment	SS Brackets		7/1/1998	865	865	2.64	2,285	100%	0%	0	0	0
952	5552 - Facilities & Equip - Treatment	Startup Flo Screen		7/1/1998	1,400	1,400	2.64	3,699	100%	0%	0	0	0
955	5552 - Facilities & Equip - Treatment	Stuffing Box, Seal, Ring		7/1/1998	5,001	5,001	2.64	13,213	100%	100%	5,001	13,213	0
607	5553 - Facilities & Equip - Disposal	Bus Stab Assembly		7/1/1998	1,327	1,327	2.64	3,506	100%	0%	0	0	0
630	5553 - Facilities & Equip - Disposal	Converter & Cables		7/1/1998	3,067	3,067	2.64	8,103	100%	0%	0	0	0
723	5553 - Facilities & Equip - Disposal	Level Controller		7/1/1998	676	676	2.64	1,786	100%	0%	0	0	0
784	5553 - Facilities & Equip - Disposal	Misc Effluent Disp Improv		7/1/1998	7,076	7,076	2.64	18,695	100%	100%	7,076	18,695	0
809	5553 - Facilities & Equip - Disposal	Motor & Gearbox		7/1/1998	3,440	3,440	2.64	9,089	100%	0%	0	0	0
900	5554 - Facilities & Equip - Admin	Refrigerator(w/warranty)		7/1/1998	533	533	2.64	1,407	100%	0%	0	0	0
977	5554 - Facilities & Equip - Admin	Two Lateral File Cabinets		7/1/1998	1,072	1,072	2.64	2,833	100%	0%	0	0	0
798	5556 - Facilities & Equip - Pump Station	Misc Pump Stn Rehab		7/1/1998	69,400	69,400	2.64	183,348	100%	100%	69,400	183,348	0
728	5501 - Collection System Lines/Manholes	Los Ranchitos A.D.	Contributed	7/1/1999	6,643	6,643	2.58	17,148	100%	100%	6,643	17,148	0
885	5501 - Collection System Lines/Manholes	Raise Manholes		7/1/1999	38,721	38,721	2.58	99,949	100%	100%	38,721	99,949	0
901	5501 - Collection System Lines/Manholes	Rehab Elda		7/1/1999	3,488	3,488	2.58	9,003	100%	0%	0	0	0
930	5501 - Collection System Lines/Manholes	Sewer Rehab-Gallinas Vlg		7/1/1999	1,218,232	1,218,232	2.58	3,144,624	100%	100%	1,218,232	3,144,624	0
981	5501 - Collection System Lines/Manholes	Univ Forks		7/1/1999	634	634	2.58	1,637	100%	0%	0	0	0
680	5551 - Collections Dept Equipment	Foxboro Converter		7/1/1999	2,575	2,575	2.58	6,647	100%	0%	0	0	0
747	5551 - Collections Dept Equipment	Manhole Cover Lifter		7/1/1999	608	608	2.58	1,569	100%	0%	0	0	0
902	5551 - Collections Dept Equipment	Rehab Rodder Pump		7/1/1999	2,038	2,038	2.58	5,260	100%	0%	0	0	0
923	5551 - Collections Dept Equipment	Scotty's Market Manhole		7/1/1999	5,275	5,275	2.58	13,616	100%	100%	5,275	13,616	0
589	5552 - Facilities & Equip - Treatment	Air Diaphragm		7/1/1999	703	703	2.58	1,816	100%	0%	0	0	0
597	5552 - Facilities & Equip - Treatment	Barnes/Jacuzzi Pumps		7/1/1999	1,170	1,170	2.58	3,021	100%	0%	0	0	0
603	5552 - Facilities & Equip - Treatment	Bottom Cone Selection		7/1/1999	805	805	2.58	2,078	100%	0%	0	0	0
631	5552 - Facilities & Equip - Treatment	Core & Gaskets		7/1/1999	912	912	2.58	2,353	100%	0%	0	0	0
639	5552 - Facilities & Equip - Treatment	Design & Construction Serv		7/1/1999	2,772	2,772	2.58	7,156	100%	0%	0	0	0
655	5552 - Facilities & Equip - Treatment	Electrodes & Oxygen Cells		7/1/1999	696	696	2.58	1,796	100%	0%	0	0	0
695	5552 - Facilities & Equip - Treatment	Grundfos Pump		7/1/1999	2,003	2,003	2.58	5,170	100%	0%	0	0	0
699	5552 - Facilities & Equip - Treatment	High Flow Alarm		7/1/1999	1,060	1,060	2.58	2,736	100%	0%	0	0	0
714	5552 - Facilities & Equip - Treatment	Keypad & Transmitter		7/1/1999	810	810	2.58	2,091	100%	0%	0	0	0
793	5552 - Facilities & Equip - Treatment	Misc Plant Improvements		7/1/1999	6,199	6,199	2.58	16,001	100%	100%	6,199	16,001	0
881	5552 - Facilities & Equip - Treatment	Purification Kit		7/1/1999	644	644	2.58	1,662	100%	0%	0	0	0
957	5552 - Facilities & Equip - Treatment	System 4-Port		7/1/1999	663	663	2.58	1,710	100%	0%	0	0	0
959	5553 - Facilities & Equip - Disposal	Tapping Sleeve		7/1/1999	568	568	2.58	1,467	100%	0%	0	0	0
632	5554 - Facilities & Equip - Admin	Coring Entrance Rode		7/1/1999	825	825	2.58	2,130	100%	0%	0	0	0
975	5554 - Facilities & Equip - Admin	Tresch Elect Equipment		7/1/1999	33,728	33,728	2.58	87,062	100%	100%	33,728	87,062	0
671	5555 - Facilities & Equip - Lab	Fisher Scientific		7/1/1999	1,327	1,327	2.58	3,426	100%	0%	0	0	0
907	5555 - Facilities & Equip - Lab	Restroom, Lab, Interp Ctr		7/1/1999	10,339	10,339	2.58	26,688	100%	0%	0	0	0
903	5551 - Collections Dept Equipment	Rehab Rodder Pump		7/1/2000	2,069	2,069	2.51	5,202	100%	0%	0	0	0
572	5552 - Facilities & Equip - Treatment	1997 Ford F250 Truck		7/1/2000	15,991	15,991	2.51	40,203	100%	0%	0	0	0
586	5552 - Facilities & Equip - Treatment	Advanced Engin Equip		7/1/2000	5,814	5,814	2.51	14,616	100%	100%	5,814	14,616	0
701	5552 - Facilities & Equip - Treatment	Honor Farm Road Improv		7/1/2000	67,290	67,290	2.51	169,171	100%	100%	67,290	169,171	0
915	5552 - Facilities & Equip - Treatment	RV & Assoc Equip		7/1/2000	1,188	1,188	2.51	2,987	100%	0%	0	0	0
635	5554 - Facilities & Equip - Admin	DCV Consulting for Proj		7/1/2000	454	454	2.51	1,141	100%	0%	0	0	0
819	5555 - Facilities & Equip - Lab	New Lab Building		7/1/2000	459,278	459,278	2.51	1,154,662	100%	0%	0	0	0
947	5556 - Facilities & Equip - Pump Station	St. Vincent's Pump Station		6/30/2001	4,381	4,381	2.47	10,819	100%	0%	0	0	0
948	5556 - Facilities & Equip - Pump Station	St. Vincent's Pump Station		6/30/2001	129,593	129,593	2.47	319,995	100%	100%	129,593	319,995	0
700	5552 - Facilities & Equip - Treatment	High Flow Alarm		7/1/2001	45,498	45,498	2.47	112,346	100%	100%	45,498	112,346	0
702	5552 - Facilities & Equip - Treatment	Honor Farm Road Improv		7/1/2001	7,068	7,068	2.47	17,452	100%	100%	7,068	17,452	0

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787	5552 - Facilities & Equip - Treatment	Misc Plant Improv		7/1/2001	90,628	90,628	2.47	223,781	100%	100%	90,628	223,781	0
820	5552 - Facilities & Equip - Treatment	New Lab Building		7/1/2001	2,139	2,139	2.47	5,281	100%	0%	0	0	0
587	5554 - Facilities & Equip - Admin	AED Unit & Accessories		7/1/2001	3,760	3,760	2.47	9,284	100%	0%	0	0	0
	5554 - Facilities & Equip - Admin	Misc Plant Improv-Dual Sn		7/1/2001	10,581	10,581	2.47	26,127	100%	0%	0	0	0
822	5554 - Facilities & Equip - Admin	New Phones		7/1/2001	7,325	7,325	2.47	18,087	100%	0%	0	0	0
886	5501 - Collection System Lines/Manholes	Raise Manholes		6/30/2002	15,350	15,350	2.39	36,720	100%	0%	0	0	0
799	5556 - Facilities & Equip - Pump Station	Misc Pump Stn Rehab		6/30/2002	12,644	12,644	2.39	30,246	100%	100%	12,644	30,246	0
949	5556 - Facilities & Equip - Pump Station	St. Vincent's Pump Station		6/30/2002	3,263	3,263	2.39	7,806	100%	0%	0	0	0
573	5552 - Facilities & Equip - Treatment	2003 Toyota Truck		7/1/2002	22,198	22,198	2.39	53,101	100%	0%	0	0	0
670	5552 - Facilities & Equip - Treatment	Filing Cabinet - Lab		7/1/2002	622	622	2.39	1,488	100%	0%	0	0	0
765	5552 - Facilities & Equip - Treatment	Marsh Pond Bank Erosion		7/1/2002	76,625	76,625	2.39	183,300	100%	100%	76,625	183,300	0
899	5552 - Facilities & Equip - Treatment	Refrigerator		7/1/2002	586	586	2.39	1,402	100%	0%	0	0	0
937	5552 - Facilities & Equip - Treatment	Smith Ranch Road Generator		7/1/2002	35,691	35,691	2.39	85,380	100%	100%	35,691	85,380	0
960	5552 - Facilities & Equip - Treatment	Tel Star Project		7/1/2002	71,359	71,359	2.39	170,703	100%	100%	71,359	170,703	0
666	5553 - Facilities & Equip - Disposal	Fence		7/1/2002	9,200	9,200	2.39	22,008	100%	100%	9,200	22,008	0
845	5553 - Facilities & Equip - Disposal	Plant Security Fence		7/1/2002	19,604	19,604	2.39	46,896	100%	100%	19,604	46,896	0
932	5553 - Facilities & Equip - Disposal	Signs		7/1/2002	713	713	2.39	1,706	100%	0%	0	0	0
	5554 - Facilities & Equip - Admin	Dual Sand Project		7/1/2002	53,359	53,359	2.39	127,644	100%	0%	0	0	0
841	5557 - Facilities & Equip - Reclamation	Pivot		7/1/2002	83,295	83,295	2.39	199,258	100%	100%	83,295	199,258	0
887	5501 - Collection System Lines/Manholes	Raise Manholes		6/30/2003	33,183	33,183	2.34	77,531	100%	0%	0	0	0
919	5501 - Collection System Lines/Manholes	Santa Venetia Sewer Rehab		6/30/2003	2,138,856	2,138,856	2.34	4,997,299	100%	100%	2,138,856	4,997,299	0
844	5552 - Facilities & Equip - Treatment	Plant Pump & Chemicals		7/1/2003	17,422	17,422	2.34	40,705	100%	100%	17,422	40,705	0
848	5552 - Facilities & Equip - Treatment	Portable Engine Set		7/1/2003	1,334	1,334	2.34	3,116	100%	0%	0	0	0
853	5552 - Facilities & Equip - Treatment	Portable MH Channel Flow		7/1/2003	24,707	24,707	2.34	57,727	100%	100%	24,707	57,727	0
976	5552 - Facilities & Equip - Treatment	Trtment Plant Improv		7/1/2003	12,199	12,199	2.34	28,501	100%	100%	12,199	28,501	0
663	5553 - Facilities & Equip - Disposal	Expand/Pave Parking Lot		7/1/2003	7,050	7,050	2.34	16,472	100%	100%	7,050	16,472	0
601	5554 - Facilities & Equip - Admin	Boardroom Table		7/1/2003	2,683	2,683	2.34	6,268	100%	0%	0	0	0
	5554 - Facilities & Equip - Admin	Dual Sand Project		7/1/2003	395	395	2.34	922	100%	0%	0	0	0
995	5554 - Facilities & Equip - Admin	Office Furniture		7/1/2003	1,692	1,100	2.34	3,953	65%	0%	0	0	0
665	5555 - Facilities & Equip - Lab	Fax Machine		7/1/2003	429	429	2.34	1,002	100%	0%	0	0	0
717	5555 - Facilities & Equip - Lab	Lab fixed assets		7/1/2003	5,633	5,633	2.34	13,161	100%	0%	0	0	0
812	5555 - Facilities & Equip - Lab	Muffle Furnace for Total Solids		7/1/2003	1,920	1,920	2.34	4,486	100%	0%	0	0	0
864	5556 - Facilities & Equip - Pump Station	Pump - Civic Center		7/1/2003	5,644	5,644	2.34	13,187	100%	100%	5,644	13,187	0
878	5556 - Facilities & Equip - Pump Station	Pump Stn Equip		7/1/2003	5,041	5,041	2.34	11,779	100%	100%	5,041	11,779	0
943	5557 - Facilities & Equip - Reclamation	Solar Project - Reclam PS		7/1/2003	365,672	365,672	2.34	854,368	100%	100%	365,672	854,368	0
944	5557 - Facilities & Equip - Reclamation	Solar Project - Reclim PS		7/1/2003	7,889	7,889	2.34	18,432	100%	100%	7,889	18,432	0
650	5501 - Collection System Lines/Manholes	District Sewer Main Replac		6/30/2004	22,650	22,650	2.20	49,789	100%	100%	22,650	49,789	0
771	5501 - Collection System Lines/Manholes	Merrydale Relief Line		6/30/2004	248,038	248,038	2.20	545,234	100%	100%	248,038	545,234	0
920	5501 - Collection System Lines/Manholes	Santa Venetia Sewer Rehab		6/30/2004	7,166	7,166	2.20	15,752	100%	100%	7,166	15,752	0
984	5501 - Collection System Lines/Manholes	Vendola Sewer Rehab		6/30/2004	50,000	50,000	2.20	109,909	100%	100%	50,000	109,909	0
774	5551 - Collections Dept Equipment	MH I/I Prohibitors		6/30/2004	1,138	1,138	2.20	2,503	100%	0%	0	0	0
888	5551 - Collections Dept Equipment	Raise Manholes		6/30/2004	23,665	23,665	2.20	52,020	100%	100%	23,665	52,020	0
938	5551 - Collections Dept Equipment	Smoke Test Machine		6/30/2004	1,780	1,780	2.20	3,914	100%	0%	0	0	0
578	5501 - Collection System Lines/Manholes	4300 Redwood Hwy	Contributed	7/1/2004	325,296	325,296	2.20	715,061	100%	100%	325,296	715,061	0
590	5501 - Collection System Lines/Manholes	Air Release Valves		7/1/2004	1,690	1,690	2.20	3,715	100%	0%	0	0	0
764	5501 - Collection System Lines/Manholes	Marinwood Thru Silveira		7/1/2004	1,084,324	1,084,324	2.20	2,383,547	100%	100%	1,084,324	2,383,547	0
889	5501 - Collection System Lines/Manholes	Raise Manholes		7/1/2004	5,287	5,287	2.20	11,621	100%	0%	0	0	0
594	5551 - Collections Dept Equipment	Auditor fixed asset		7/1/2004	13,331	13,331	2.20	29,305	100%	100%	13,331	29,305	0
595	5551 - Collections Dept Equipment	Auditor Fixed Asset		7/1/2004	19,091	19,091	2.20	41,967	100%	100%	19,091	41,967	0
621	5551 - Collections Dept Equipment	Collection Line Software		7/1/2004	3,105	3,105	2.20	6,825	100%	0%	0	0	0
678	5551 - Collections Dept Equipment	Flusher Truck w/ Camera		7/1/2004	169,600	169,600	2.20	372,812	100%	100%	169,600	372,812	0
939	5551 - Collections Dept Equipment	Smoke Test Machine		7/1/2004	8,630	8,630	2.20	18,970	100%	100%	8,630	18,970	0
688	5552 - Facilities & Equip - Treatment	General Treatment Improv		7/1/2004	19,044	19,044	2.20	41,862	100%	100%	19,044	41,862	0
760	5552 - Facilities & Equip - Treatment	Marinwood N Impeller		7/1/2004	20,453	20,453	2.20	44,959	100%	100%	20,453	44,959	0
818	5552 - Facilities & Equip - Treatment	New Electrical Room		7/1/2004	338,175	338,175	2.20	743,372	100%	100%	338,175	743,372	0
	5554 - Facilities & Equip - Admin	Anthracite		7/1/2004	6,000	6,000	2.20	13,189	100%	0%	0	0	0
627	5554 - Facilities & Equip - Admin	Conference table		7/1/2004	3,921	3,921	2.20	8,619	100%	0%	0	0	0
707	5554 - Facilities & Equip - Admin	Ikon Color Copier		7/1/2004	12,110	12,110	2.20	26,620	100%	0%	0	0	0
609	5556 - Facilities & Equip - Pump Station	Captains Cove	Contributed	7/1/2004	908,000	908,000	2.20	1,995,954	100%	100%	908,000	1,995,954	0
657	5556 - Facilities & Equip - Pump Station	Emergency Smith Ranch Pump		7/1/2004	265,319	265,319	2.20	583,220	100%	100%	265,319	583,220	0

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866	5556 - Facilities & Equip - Pump Station	Pump 2ND		7/1/2004	5,265	5,265	2.20	11,573	100%	100%	5,265	11,573	0
871	5556 - Facilities & Equip - Pump Station	Pump Stn - Captain's Cove		7/1/2004	34,411	34,411	2.20	75,641	100%	100%	34,411	75,641	0
872	5556 - Facilities & Equip - Pump Station	Pump Stn - Descano Wet Well		7/1/2004	227,193	227,193	2.20	499,412	100%	100%	227,193	499,412	0
873	5556 - Facilities & Equip - Pump Station	Pump Stn - Hawthorn		7/1/2004	107,651	107,651	2.20	236,638	100%	100%	107,651	236,638	0
874	5556 - Facilities & Equip - Pump Station	Pump Stn - Hawthorn & Adrian		7/1/2004	14,200	14,200	2.20	31,214	100%	100%	14,200	31,214	0
875	5556 - Facilities & Equip - Pump Station	Pump Stn - Marinwood		7/1/2004	18,459	18,459	2.20	40,577	100%	100%	18,459	40,577	0
876	5556 - Facilities & Equip - Pump Station	Pump Stn - Venetia Harbor		7/1/2004	122,614	122,614	2.20	269,529	100%	100%	122,614	269,529	0
883	5556 - Facilities & Equip - Pump Station	PV System Construction		7/1/2004	19,345	19,345	2.20	42,523	100%	100%	19,345	42,523	0
895	5557 - Facilities & Equip - Reclamation	Polaris Range 6X6		7/1/2004	12,269	12,269	2.20	26,970	100%	0%	0	0	0
618	5501 - Collection System Lines/Manholes	CMOM Response Prog		6/30/2006	60,575	54,518	1.81	109,932	90%	100%	60,575	109,932	10,993
619	5501 - Collection System Lines/Manholes	CMOM Response Program		6/30/2006	187,531	168,778	1.81	340,334	90%	100%	187,531	340,334	34,033
720	5501 - Collection System Lines/Manholes	Las Colindas Project		6/30/2006	495,088	445,579	1.81	898,491	90%	100%	495,088	898,491	89,849
758	5501 - Collection System Lines/Manholes	Manholes		6/30/2006	968	871	1.81	1,756	90%	0%	0	0	0
608	5551 - Collections Dept Equipment	Cal Osha Plant Safety Mod		6/30/2006	2,744	2,470	1.81	4,981	90%	0%	0	0	0
659	5551 - Collections Dept Equipment	Engineering misc projects		6/30/2006	\$4,884	\$4,395	1.81	\$8,863	90%	0%	\$0	\$0	0
677	5551 - Collections Dept Equipment	Flusher Truck #2		6/30/2006	138,889	125,000	1.81	252,057	90%	100%	138,889	252,057	25,206
719	5551 - Collections Dept Equipment	Large Portable Pump		6/30/2006	92,913	83,622	1.81	168,621	90%	100%	92,913	168,621	16,862
925	5551 - Collections Dept Equipment	Self Cont Breathing Equip (2)		6/30/2006	8,654	7,788	1.81	15,705	90%	100%	8,654	15,705	1,570
940	5551 - Collections Dept Equipment	Smoke Test Machine		6/30/2006	1,633	1,469	1.81	2,963	90%	0%	0	0	0
974	5551 - Collections Dept Equipment	Trash Pump Hoses		6/30/2006	6,611	5,950	1.81	11,998	90%	100%	6,611	11,998	1,200
993	5551 - Collections Dept Equipment	WWTech/Collection Crew Office		6/30/2006	20,554	18,499	1.81	37,301	90%	100%	20,554	37,301	3,730
612	5552 - Facilities & Equip - Treatment	Chemical Filling Tanks		6/30/2006	680	612	1.81	1,234	90%	0%	0	0	0
629	5552 - Facilities & Equip - Treatment	Containment Wall/Hypo Tank		6/30/2006	34,661	31,195	1.81	62,904	90%	100%	34,661	62,904	6,290
710	5552 - Facilities & Equip - Treatment	Inter Clarifier Repl		6/30/2006	17,037	15,333	1.81	30,919	90%	100%	17,037	30,919	3,092
769	5552 - Facilities & Equip - Treatment	Men's Locker Room		6/30/2006	20,363	18,327	1.81	36,955	90%	100%	20,363	36,955	3,695
776	5552 - Facilities & Equip - Treatment	Mini Van		6/30/2006	13,765	12,388	1.81	24,980	90%	0%	0	0	0
805	5552 - Facilities & Equip - Treatment	MMWD		6/30/2006	33,587	30,228	1.81	60,954	90%	100%	33,587	60,954	6,095
835	5552 - Facilities & Equip - Treatment	Park Bench		6/30/2006	300	270	1.81	545	90%	0%	0	0	0
843	5552 - Facilities & Equip - Treatment	Plant Air Compressor		6/30/2006	11,465	10,318	1.81	20,806	90%	0%	0	0	0
851	5552 - Facilities & Equip - Treatment	Portable Generator		6/30/2006	174,700	157,230	1.81	317,049	90%	0%	0	0	0
856	5552 - Facilities & Equip - Treatment	Primary Clarifiers - 2		6/30/2006	61,855	55,670	1.81	112,255	90%	100%	61,855	112,255	11,226
921	5552 - Facilities & Equip - Treatment	SC - Electrical Room		6/30/2006	47,851	43,066	1.81	86,841	90%	100%	47,851	86,841	8,684
924	5552 - Facilities & Equip - Treatment	Second Effluent Box		6/30/2006	54,154	48,739	1.81	98,280	90%	100%	54,154	98,280	9,828
962	5552 - Facilities & Equip - Treatment	TelStar - Chlorin/dechl		6/30/2006	92,163	82,947	1.81	167,259	90%	100%	92,163	167,259	16,726
766	5553 - Facilities & Equip - Disposal	Marsh Pond Bank Erosion		6/30/2006	23,705	21,335	1.81	43,021	90%	100%	23,705	43,021	4,302
837	5553 - Facilities & Equip - Disposal	Perimeter Irrigation		6/30/2006	2,840	2,556	1.81	5,153	90%	0%	0	0	0
716	5555 - Facilities & Equip - Lab	Lab Data Software		6/30/2006	4,508	4,057	1.81	8,181	90%	0%	0	0	0
620	5556 - Facilities & Equip - Pump Station	CMOM Response Program		6/30/2006	20,720	18,648	1.81	37,603	90%	100%	20,720	37,603	3,760
690	5556 - Facilities & Equip - Pump Station	Generator - Hawthorn PS		6/30/2006	607	546	1.81	1,102	90%	0%	0	0	0
691	5556 - Facilities & Equip - Pump Station	Generator - Venetia Harb		6/30/2006	608	547	1.81	1,102	90%	0%	0	0	0
811	5556 - Facilities & Equip - Pump Station	Move Bar Screen - Duckett		6/30/2006	229,593	206,634	1.81	416,668	90%	100%	229,593	416,668	41,667
838	5556 - Facilities & Equip - Pump Station	Perimeter Irrigation System		6/30/2006	565	509	1.81	1,026	90%	0%	0	0	0
870	5556 - Facilities & Equip - Pump Station	Pump Station Equipment (2006 aje)		6/30/2006	5,479	4,931	1.81	9,944	90%	100%	5,479	9,944	994
893	5556 - Facilities & Equip - Pump Station	Rebuild Descanso Wet Well		6/30/2006	1,728	1,555	1.81	3,135	90%	0%	0	0	0
842	5557 - Facilities & Equip - Reclamation	Pivots 3,4 & 5		6/30/2006	22,743	20,469	1.81	41,274	90%	100%	22,743	41,274	4,127
894	5557 - Facilities & Equip - Reclamation	Reclam Flow Meter Pipe		6/30/2006	9,590	8,631	1.81	17,404	90%	100%	9,590	17,404	1,740
906	5557 - Facilities & Equip - Reclamation	Replace Pivots		6/30/2006	123,623	111,260	1.81	224,352	90%	100%	123,623	224,352	22,435
890	5501 - Collection System Lines/Manholes	Raise manholes/rodholes		6/30/2007	7,210	5,047	1.72	12,398	70%	0%	0	0	0
898	5501 - Collection System Lines/Manholes	Redwood Village & Fairchild Property constr.		6/30/2007	37,685	26,380	1.72	64,801	70%	100%	37,685	64,801	19,440
679	5551 - Collections Dept Equipment	Formalize grease program		6/30/2007	33,422	23,395	1.72	57,470	70%	100%	33,422	57,470	17,241
882	5551 - Collections Dept Equipment	Push Camera		6/30/2007	11,314	7,920	1.72	19,454	70%	100%	11,314	19,454	5,836
912	5551 - Collections Dept Equipment	Rodder Truck		6/30/2007	159,885	111,919	1.72	274,926	70%	100%	159,885	274,926	82,478
605	5552 - Facilities & Equip - Treatment	Build New Electrical Room		6/30/2007	20,614	14,430	1.72	35,447	70%	100%	20,614	35,447	10,634
642	5552 - Facilities & Equip - Treatment	Digester Gas/Pipe Safety Rep		6/30/2007	11,900	8,330	1.72	20,462	70%	100%	11,900	20,462	6,139
649	5552 - Facilities & Equip - Treatment	Discrete Manhole Sampler		6/30/2007	5,786	4,050	1.72	9,949	70%	100%	5,786	9,949	2,985
658	5552 - Facilities & Equip - Treatment	Energy Efficient Motor Repl. Program		6/30/2007	2,658	1,860	1.72	4,570	70%	0%	0	0	0
664	5552 - Facilities & Equip - Treatment	Extend Vehicle Storage		6/30/2007	47,915	33,540	1.72	82,391	70%	100%	47,915	82,391	24,717
709	5552 - Facilities & Equip - Treatment	Initial Phase SCADA Controls		6/30/2007	189,008	132,305	1.72	325,004	70%	100%	189,008	325,004	97,501
806	5552 - Facilities & Equip - Treatment	MMWD Backwash Piping		6/30/2007	17,334	12,134	1.72	29,806	70%	100%	17,334	29,806	8,942
821	5552 - Facilities & Equip - Treatment	New Paint Job for Plant		6/30/2007	6,700	4,690	1.72	11,521	70%	100%	6,700	11,521	3,456

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832	5552 - Facilities & Equip - Treatment	Organize Shop		6/30/2007	4,247	2,973	1.72	7,302	70%	0%	0	0	0
942	5552 - Facilities & Equip - Treatment	Solar Phase II		6/30/2007	2,059,537	1,441,676	1.72	3,541,432	70%	100%	2,059,537	3,541,432	1,062,430
994	5552 - Facilities & Equip - Treatment	WWTP1-05 - General Upgrades		6/30/2007	4,993,244	3,495,271	1.72	8,586,023	70%	100%	4,993,244	8,586,023	2,575,807
846	5556 - Facilities & Equip - Pump Station	Plant/Duckett Diesel Gen Upd		6/30/2007	69,855	48,898	1.72	120,118	70%	100%	69,855	120,118	36,035
884	5556 - Facilities & Equip - Pump Station	Rafael Meadows Generator		6/30/2007	27,491	19,244	1.72	47,272	70%	100%	27,491	47,272	14,182
922	5556 - Facilities & Equip - Pump Station	SCADA - Five Pump Station		6/30/2007	489,282	342,498	1.72	841,334	70%	100%	489,282	841,334	252,400
775	5557 - Facilities & Equip - Reclamation	Miller Creek Restoration Project		6/30/2007	21,210	14,847	1.72	36,470	70%	100%	21,210	36,470	10,941
	5501 - Collection System Lines/Manholes	2007 Sewer Main Rehab		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5501 - Collection System Lines/Manholes	515 Northgate Mainline Extension		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5501 - Collection System Lines/Manholes	Arbor Subdivision		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5501 - Collection System Lines/Manholes	Miscellaneous Subsurface Lines		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5551 - Collections Dept Equipment	Backflow Prevention Device		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5551 - Collections Dept Equipment	Gamajet VIII Tank Cleaning Machine		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5551 - Collections Dept Equipment	Mini Chain Cutter		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5551 - Collections Dept Equipment	Miscellaneous Equipment		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5552 - Facilities & Equip - Treatment	Deep Bed Filters		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5552 - Facilities & Equip - Treatment	Electrial Building "B"		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5552 - Facilities & Equip - Treatment	Grit Chamber Valves		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5552 - Facilities & Equip - Treatment	Miscellaneous Electrical		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5552 - Facilities & Equip - Treatment	Paving on road b/biofilter and chlorine container		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5553 - Facilities & Equip - Disposal	Impeller		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
1023	5554 - Facilities & Equip - Admin	Portable 12" Trash Pump - Add'l Costs		7/1/2007	29,063	14,531	1.72	49,974	50%	0%	0	0	0
	5555 - Facilities & Equip - Lab	DI Water System		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5556 - Facilities & Equip - Pump Station	2007 Ford Boom 1 Ton Truck		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5556 - Facilities & Equip - Pump Station	Descanso Pump Station		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5556 - Facilities & Equip - Pump Station	Duckett PS Capital Repair		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
	5556 - Facilities & Equip - Pump Station	Four PS VFD		07/01/2007	0	0	1.72	0	0%	0%	0	0	0
1002	5501 - Collection System Lines/Manholes	2007 Sewer Main Rehab		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1005	5501 - Collection System Lines/Manholes	515 Northgate Mainline Extension		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1026	5501 - Collection System Lines/Manholes	Arbor Subdivision	Contributed	6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1007	5501 - Collection System Lines/Manholes	Miscellaneous Subsurface Lines		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1003	5501 - Collection System Lines/Manholes	Raise Manholes		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1011	5501 - Collection System Lines/Manholes	Raise Manholes/Rodholes		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1004	5501 - Collection System Lines/Manholes	Seal Manholes		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1022	5551 - Collections Dept Equipment	Backflow Prevention Device		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
999	5551 - Collections Dept Equipment	Gamajet VIII Tank Cleaning Machine		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
998	5551 - Collections Dept Equipment	Mini Chain Cutter		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1006	5551 - Collections Dept Equipment	Miscellaneous Equipment		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1019	5552 - Facilities & Equip - Treatment	Deep Bed Filters		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1014	5552 - Facilities & Equip - Treatment	Electrial Building "B"		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
996	5552 - Facilities & Equip - Treatment	Grit Chamber Valves		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1017	5552 - Facilities & Equip - Treatment	Miscellaneous Electrical		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1001	5552 - Facilities & Equip - Treatment	Paving on road b/biofilter and chlorine container		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1016	5552 - Facilities & Equip - Treatment	Scada Electrical		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1010	5552 - Facilities & Equip - Treatment	Scada Treatment Plant		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1015	5552 - Facilities & Equip - Treatment	Tuff Shed Electrical		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1013	5553 - Facilities & Equip - Disposal	Impeller		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1000	5553 - Facilities & Equip - Disposal	Push Mower		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1020	5553 - Facilities & Equip - Disposal	Silvera Pump Station Rehab		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
997	5555 - Facilities & Equip - Lab	DI Water System		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1012	5556 - Facilities & Equip - Pump Station	2007 Ford Boom 1 Ton Truck		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1024	5556 - Facilities & Equip - Pump Station	Descanso Pump Station		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1028	5556 - Facilities & Equip - Pump Station	Duckett PS Capital Repair		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1025	5556 - Facilities & Equip - Pump Station	Portable 12" Trash Pump - Add'l Costs		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1008	5556 - Facilities & Equip - Pump Station	Portable Pump Emergency Connect		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1018	5556 - Facilities & Equip - Pump Station	Pumps		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1009	5556 - Facilities & Equip - Pump Station	Scada Five Pump Stations		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1027	5557 - Facilities & Equip - Reclamation	Reclamation Box Weir		6/30/2008	0	0	1.67	0	0%	0%	0	0	0
1021	5557 - Facilities & Equip - Reclamation	Reclamation Parking Lot Repaving		6/30/2009	0	0	1.67	0	0%	0%	0	0	0
1030	5501 - Collection System Lines/Manholes	Road Work/Manhole		6/30/2009	35,000	3,500	1.61	56,214	10%	0%	0	0	0

Las Gallinas Valley Sanitary District  
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 Fixed Asset Listing as of June 2021

Sys ID	Class	Category Description	Contributed	Date Acquired	Total Cost	Total Accumulated Depreciation	ENR-CCI 7/1/2022 15,640 ENR Factor	Repl. Cost	% Depr.	% CFC (> \$5,000)	CFC Eligible Original Cost	Replacement Cost New (ENR)	Replacement Cost New (ENR) Less Depreciation
1031	5551	Collections Dept Equipment		2009 Ford Ranger Pick up Truck	6/30/2009	0	0	1.61	0	0%	0%	0	0
1029	5551	Collections Dept Equipment		Push camera controller, reel, cable, and rod	6/30/2009	0	0	1.61	0	0%	0%	0	0
1053	5552	Facilities & Equip - Treatment		2008 Chevrolet Pickup Truck	6/30/2009	0	0	1.61	0	0%	0%	0	0
1033	5552	Facilities & Equip - Treatment		Airlines at Grit Chambers (2 - 3")	6/30/2009	0	0	1.61	0	0%	0%	0	0
1044	5552	Facilities & Equip - Treatment		Bio Tower Stairs	6/30/2009	0	0	1.61	0	0%	0%	0	0
1032	5552	Facilities & Equip - Treatment		Magnetic Insertion Probe and Remote Process Panel	6/30/2009	0	0	1.61	0	0%	0%	0	0
1049	5552	Facilities & Equip - Treatment		MCC Electrical Building	6/30/2009	0	0	1.61	0	0%	0%	0	0
1047	5552	Facilities & Equip - Treatment		Plant Air Compressor Saylor Beall	6/30/2009	0	0	1.61	0	0%	0%	0	0
1048	5552	Facilities & Equip - Treatment		SCADA for Treatment Plant	6/30/2009	0	0	1.61	0	0%	0%	0	0
1050	5552	Facilities & Equip - Treatment		Secondary Clarifier Cost	6/30/2009	0	0	1.61	0	0%	0%	0	0
1045	5552	Facilities & Equip - Treatment		Solar disconnect switch upgrades	6/30/2009	0	0	1.61	0	0%	0%	0	0
1058	5553	Facilities & Equip - Disposal		Silveira PS Rehab	6/30/2009	0	0	1.61	0	0%	0%	0	0
1037	5554	Facilities & Equip - Admin		Admin area furniture	6/30/2009	0	0	1.61	0	0%	0%	0	0
1038	5554	Facilities & Equip - Admin		Admin area/board room window blinds	6/30/2009	0	0	1.61	0	0%	0%	0	0
1039	5554	Facilities & Equip - Admin		Admin Svs Mgr Office Furniture	6/30/2009	0	0	1.61	0	0%	0%	0	0
1040	5554	Facilities & Equip - Admin		Board room high back chairs (9)	6/30/2009	0	0	1.61	0	0%	0%	0	0
1041	5554	Facilities & Equip - Admin		HVAC Ducting/Repair for admin building	6/30/2009	0	0	1.61	0	0%	0%	0	0
1042	5554	Facilities & Equip - Admin		HVAC Unit for Collection Office	6/30/2009	0	0	1.61	0	0%	0%	0	0
1052	5555	Facilities & Equip - Lab		2009 Ford Ranger	6/30/2009	0	0	1.61	0	0%	0%	0	0
1035	5555	Facilities & Equip - Lab		Sigma Sampler	6/30/2009	0	0	1.61	0	0%	0%	0	0
1034	5555	Facilities & Equip - Lab		Sterilmatic Steam Pressure Sterilizer	6/30/2009	0	0	1.61	0	0%	0%	0	0
1056	5556	Facilities & Equip - Pump Station		ARV 18" Force Main NWPRR	6/30/2009	0	0	1.61	0	0%	0%	0	0
1057	5556	Facilities & Equip - Pump Station		ARV 20" HDPE Force Main NWPRR	6/30/2009	0	0	1.61	0	0%	0%	0	0
1055	5556	Facilities & Equip - Pump Station		ARV Descanso PS	6/30/2009	0	0	1.61	0	0%	0%	0	0
1054	5556	Facilities & Equip - Pump Station		ARV Mulligan PS	6/30/2009	0	0	1.61	0	0%	0%	0	0
1046	5556	Facilities & Equip - Pump Station		SCADA for Pump Stations	6/30/2009	0	0	1.61	0	0%	0%	0	0
1043	5556	Facilities & Equip - Pump Station		Smith Ranch Pump Station Rehab	6/30/2009	0	0	1.61	0	0%	0%	0	0
1051	5557	Facilities & Equip - Reclamation		SCADA for Reclamation Area	6/30/2009	0	0	1.61	0	0%	0%	0	0
1089	5501	Collection System Lines/Manholes		Trunk Sewer Capacity Analysis	7/1/2009	0	0	1.61	0	0%	0%	0	0
1090	5551	Collections Dept Equipment		Small Push Camera	7/1/2009	0	0	1.61	0	0%	0%	0	0
1095	5552	Facilities & Equip - Treatment		Digester motor mix pump	7/1/2009	0	0	1.61	0	0%	0%	0	0
1093	5552	Facilities & Equip - Treatment		Digester pump	7/1/2009	0	0	1.61	0	0%	0%	0	0
1103	5552	Facilities & Equip - Treatment		MCCB Building Improvements Stairs and Stucco	7/1/2009	0	0	1.61	0	0%	0%	0	0
1094	5552	Facilities & Equip - Treatment		Sludge pump for digester	7/1/2009	0	0	1.61	0	0%	0%	0	0
1076	5554	Facilities & Equip - Admin		Admin area furniture to complete remodel	7/1/2009	0	0	1.61	0	0%	0%	0	0
1079	5554	Facilities & Equip - Admin		Admin area granite counter top	7/1/2009	0	0	1.61	0	0%	0%	0	0
1078	5554	Facilities & Equip - Admin		Admin area maple bookshelf and locking cabinet	7/1/2009	0	0	1.61	0	0%	0%	0	0
1075	5554	Facilities & Equip - Admin		Administration Area Remodel	7/1/2009	0	0	1.61	0	0%	0%	0	0
1077	5554	Facilities & Equip - Admin		Board room remodel	7/1/2009	0	0	1.61	0	0%	0%	0	0
1080	5554	Facilities & Equip - Admin		Conference room chairs	7/1/2009	0	0	1.61	0	0%	0%	0	0
1096	5552	Facilities & Equip - Treatment		Deep Bed Filter	8/1/2009	0	0	1.61	0	0%	0%	0	0
1065	5555	Facilities & Equip - Lab		Refrigerated Influent Composite Sampler	8/19/2009	0	0	1.61	0	0%	0%	0	0
1062	5556	Facilities & Equip - Pump Station		SCADA Contemp Marin	9/30/2009	0	0	1.61	0	0%	0%	0	0
1067	5557	Facilities & Equip - Reclamation		Supplemental Irrigation Pipe	9/30/2009	0	0	1.61	0	0%	0%	0	0
1101	5552	Facilities & Equip - Treatment		Electrical wiring headworks, MCC enable scada	10/31/2009	0	0	1.61	0	0%	0%	0	0
1073	5552	Facilities & Equip - Treatment		Second Effluent Box Pump	10/31/2009	0	0	1.61	0	0%	0%	0	0
1074	5552	Facilities & Equip - Treatment		Intermediate Clarifier Upgrade	11/30/2009	0	0	1.61	0	0%	0%	0	0
1091	5552	Facilities & Equip - Treatment		Secondary Digester Upgrade	11/30/2009	0	0	1.61	0	0%	0%	0	0
1097	5556	Facilities & Equip - Pump Station		Catholic Protection Descanso	11/30/2009	0	0	1.61	0	0%	0%	0	0
1069	5557	Facilities & Equip - Reclamation		Wildlife Marsh Pond Barrier	11/30/2009	0	0	1.61	0	0%	0%	0	0
1068	5552	Facilities & Equip - Treatment		Solar Panel Replacement (90 panels)	12/31/2009	0	0	1.61	0	0%	0%	0	0
1098	5556	Facilities & Equip - Pump Station		Catholic Protection Civic Center North	12/31/2009	0	0	1.61	0	0%	0%	0	0
1099	5556	Facilities & Equip - Pump Station		Catholic Protection McInnis East	12/31/2009	0	0	1.61	0	0%	0%	0	0
1063	5556	Facilities & Equip - Pump Station		Install/Replace Air Release Valves McInnis East	12/31/2009	0	0	1.61	0	0%	0%	0	0
1066	5557	Facilities & Equip - Reclamation		Outer Levee Maintenance	12/31/2009	0	0	1.61	0	0%	0%	0	0
1092	5552	Facilities & Equip - Treatment		Gravity Thickener	1/31/2010	0	0	1.58	0	0%	0%	0	0
1061	5501	Collection System Lines/Manholes		Raise manholes/rod holes	3/31/2010	0	0	1.58	0	0%	0%	0	0
1059	5501	Collection System Lines/Manholes		Sewer Main Rehabilitation	3/31/2010	0	0	1.58	0	0%	0%	0	0
1064	5556	Facilities & Equip - Pump Station		Catholic Protection TL/Mulligan	3/31/2010	0	0	1.58	0	0%	0%	0	0
1086	5554	Facilities & Equip - Admin		Copy room cabinets and remodel	4/1/2010	0	0	1.58	0	0%	0%	0	0

Las Gallinas Valley Sanitary District  
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Sys ID	Class	Category Description	Contributed	Date Acquired	Total Cost	Total Accumulated Depreciation	ENR-CCI 7/1/2022 15,640 ENR Factor	Repl. Cost	% Depr.	% CFC (> \$5,000)	CFC Eligible Original Cost	Replacement Cost New (ENR)	Replacement Cost New (ENR) Less Depreciation
1083	5554 - Facilities & Equip - Admin	Engineer's office furniture		4/1/2010	0	0	1.58	0	0%	0%	0	0	0
1082	5554 - Facilities & Equip - Admin	Engineer's office remodel		4/1/2010	0	0	1.58	0	0%	0%	0	0	0
1087	5554 - Facilities & Equip - Admin	Hallway remodel		4/1/2010	0	0	1.58	0	0%	0%	0	0	0
1084	5554 - Facilities & Equip - Admin	Plant manager's office remodel		4/1/2010	0	0	1.58	0	0%	0%	0	0	0
1088	5554 - Facilities & Equip - Admin	2010 Ford Fusion Hybrid		4/5/2010	0	0	1.58	0	0%	0%	0	0	0
1100	5552 - Facilities & Equip - Treatment	DBF Weir modifications		4/30/2010	0	0	1.58	0	0%	0%	0	0	0
1070	5552 - Facilities & Equip - Treatment	SCADA Programming for Treatment Plant		4/30/2010	0	0	1.58	0	0%	0%	0	0	0
1071	5552 - Facilities & Equip - Treatment	WWTP Electrical Upgrades 2009/10		4/30/2010	0	0	1.58	0	0%	0%	0	0	0
1072	5552 - Facilities & Equip - Treatment	Grit Pump		5/14/2010	0	0	1.58	0	0%	0%	0	0	0
1085	5554 - Facilities & Equip - Admin	Plant Manager's office furniture		5/31/2010	0	0	1.58	0	0%	0%	0	0	0
1060	5501 - Collection System Lines/Manholes	Road Work/Manhole		6/30/2010	0	0	1.58	0	0%	0%	0	0	0
1102	5552 - Facilities & Equip - Treatment	Recycle Clarifier Return Pump		6/30/2010	0	0	1.58	0	0%	0%	0	0	0
1081	5554 - Facilities & Equip - Admin	Conference room tables and side cabinet		6/30/2010	0	0	1.58	0	0%	0%	0	0	0
1116	5557 - Facilities & Equip - Reclamation	Reclamation area irrigation leak repair		7/30/2010	0	0	1.58	0	0%	0%	0	0	0
1106	5552 - Facilities & Equip - Treatment	WWTP Electrical Upgrades 2009/10 addl costs		7/31/2010	0	0	1.58	0	0%	0%	0	0	0
1113	5556 - Facilities & Equip - Pump Station	Portable 125 kW generator		7/31/2010	0	0	1.58	0	0%	0%	0	0	0
1112	5556 - Facilities & Equip - Pump Station	Portable 40 kW generator		7/31/2010	0	0	1.58	0	0%	0%	0	0	0
1114	5554 - Facilities & Equip - Admin	AutoCad Civil 3D software		8/31/2010	0	0	1.58	0	0%	0%	0	0	0
1109	5554 - Facilities & Equip - Admin	HVAC unit for GM office		9/30/2010	0	0	1.58	0	0%	0%	0	0	0
1107	5554 - Facilities & Equip - Admin	Plant Manager Office		9/30/2010	0	0	1.58	0	0%	0%	0	0	0
5556	5556 - Facilities & Equip - Pump Station	Civic Center PS Generator Replacement		1/31/2011	175,000	35,000	1.54	269,047	20%	100%	175,000	269,047	215,237
5552	5552 - Facilities & Equip - Treatment	Digester Waste Gas Flare		2/15/2011	200,000	40,000	1.54	307,482	20%	100%	200,000	307,482	245,986
5556	5556 - Facilities & Equip - Pump Station	John Duckett PS Generator		2/28/2011	225,000	45,000	1.54	345,917	20%	100%	225,000	345,917	276,734
5552	5552 - Facilities & Equip - Treatment	Security Measures		3/31/2011	35,000	3,000	1.54	53,809	9%	100%	35,000	53,809	49,197
5501	5501 - Collection System Lines/Manholes	Manhole/Rodhole Repairs		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5551	5551 - Collections Dept Equipment	Flusher Camera/Computer		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5551	5551 - Collections Dept Equipment	GIS		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	Aspirating Aerator		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	Digester Boiler Replacement		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	Primary Clarification System Upgrade		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	SCADA Server Upgrades and Programming		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	Wemco Digester Sludge Recirculating Pump		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5554	5554 - Facilities & Equip - Admin	Admin area front office windows		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5554	5554 - Facilities & Equip - Admin	Library/Plan Room Improvements Including Montors		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5556	5556 - Facilities & Equip - Pump Station	Cathodic Protection TL/Forcemain		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5556	5556 - Facilities & Equip - Pump Station	Flygt Pump 35 HP Duckett		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5556	5556 - Facilities & Equip - Pump Station	Smith Ranch 5 HP 460V Flygt Pump		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5556	5556 - Facilities & Equip - Pump Station	ARV-Mulligan		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5557	5557 - Facilities & Equip - Reclamation	Culbert & Drain Ditch		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5557	5557 - Facilities & Equip - Reclamation	Lighting Enhancements		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5557	5557 - Facilities & Equip - Reclamation	Security Measures - Fencing and Bridge Gate		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5557	5557 - Facilities & Equip - Reclamation	Solar Panel Replacement		7/1/2011	0	0	1.54	0	0%	0%	0	0	0
5558	5558 - Facilities & Equip - Recycled Water	Change Order #1 Recycled water plant		12/31/2011	1,162	0	1.54	1,786	0%	0%	0	0	0
5558	5558 - Facilities & Equip - Recycled Water	Change Order #2 Recycled Water Plant		12/31/2011	4,880	0	1.54	7,503	0%	0%	0	0	0
5501	5501 - Collection System Lines/Manholes	Sewer Main Rehabilitation		6/30/2012	1,200,000	0	1.51	1,814,380	0%	100%	1,200,000	1,814,380	1,814,380
5501	5501 - Collection System Lines/Manholes	Sewer Main Rehabilitation Annual Project		6/30/2012	868,303	0	1.51	1,312,859	0%	100%	868,303	1,312,859	1,312,859
5501	5501 - Collection System Lines/Manholes	Gallinas Creek and Miller Creek Watershed Programs		6/30/2012	40,000	0	1.51	60,479	0%	100%	40,000	60,479	60,479
5501	5501 - Collection System Lines/Manholes	General Improvements		6/30/2012	10,000	0	1.51	15,120	0%	100%	10,000	15,120	15,120
5552	5552 - Facilities & Equip - Treatment	Security		6/30/2012	100,000	0	1.51	151,198	0%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	Valve Installations (Grit Chamber) (*COP)		6/30/2012	105,000	0	1.51	158,758	0%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	Storage, Road and Parking Improvements		6/30/2012	50,000	0	1.51	75,599	0%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	Treatment Plant Analyzers		6/30/2012	45,000	0	1.51	68,039	0%	0%	0	0	0
5552	5552 - Facilities & Equip - Treatment	Plant Flood Control Measures		6/30/2012	125,000	0	1.51	188,998	0%	0%	0	0	0
5556	5556 - Facilities & Equip - Pump Station	General Improvements P/S		6/30/2012	53,000	0	1.51	80,135	0%	100%	53,000	80,135	80,135
5556	5556 - Facilities & Equip - Pump Station	Landscaping		6/30/2012	10,000	0	1.51	15,120	0%	0%	0	0	0
5556	5556 - Facilities & Equip - Pump Station	Manager Vehicle Backup Camera		6/30/2012	5,000	0	1.51	7,560	0%	0%	0	0	0
5556	5556 - Facilities & Equip - Pump Station	Manhole / Rodhole Repair and Replacement		6/30/2012	50,000	0	1.51	75,599	0%	0%	0	0	0
5556	5556 - Facilities & Equip - Pump Station	North Bay Water ReUSE Authority (NBWRA)		6/30/2012	101,910	0	1.51	154,086	0%	100%	101,910	154,086	154,086
5556	5556 - Facilities & Equip - Pump Station	SCADA Panel and programming upgrades		6/30/2012	40,000	0	1.51	60,479	0%	100%	40,000	60,479	60,479
5556	5556 - Facilities & Equip - Pump Station	SCADA Programming upgrades P/S's		6/30/2012	35,000	0	1.51	52,919	0%	100%	35,000	52,919	52,919

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5556 - Facilities & Equip - Pump Station		Panel Upgrade		6/30/2012	20,000	0	1.51	30,240	0%	100%	20,000	30,240	30,240
5556 - Facilities & Equip - Pump Station		Pump Station Panel Upgrade		6/30/2012	10,000	0	1.51	15,120	0%	100%	10,000	15,120	15,120
5556 - Facilities & Equip - Pump Station		Pump Station Panel Upgrades		6/30/2012	108,000	0	1.51	163,294	0%	100%	108,000	163,294	163,294
5556 - Facilities & Equip - Pump Station		Air Release Valves		6/30/2012	70,000	0	1.51	105,839	0%	100%	70,000	105,839	105,839
5556 - Facilities & Equip - Pump Station		Wind Generation		6/30/2012	25,000	0	1.51	37,800	0%	100%	25,000	37,800	37,800
5557 - Facilities & Equip - Reclamation		Culvert & Drainage Ditch		6/30/2012	10,000	0	1.51	15,120	0%	100%	10,000	15,120	15,120
5557 - Facilities & Equip - Reclamation		Security (install, replace, repair)		6/30/2012	30,000	0	1.51	45,359	0%	100%	30,000	45,359	45,359
5557 - Facilities & Equip - Reclamation		Sludge Pond Liner Repair and Improvements		6/30/2012	30,000	0	1.51	45,359	0%	100%	30,000	45,359	45,359
5557 - Facilities & Equip - Reclamation		Reclamation Repairs and Upgrades		6/30/2012	12,000	0	1.51	18,144	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		Outer Levee Maintenance (now Long Levy Capping)		6/30/2012	26,420	0	1.51	39,947	0%	100%	26,420	39,947	39,947
5557 - Facilities & Equip - Reclamation		Wildlife Marsh Rehabilitation		6/30/2012	50,000	0	1.51	75,599	0%	0%	0	0	0
5558 - Facilities & Equip - Recycled Water		Administrative Building Upgrade		6/30/2012	20,000	0	1.51	30,240	0%	0%	0	0	0
5558 - Facilities & Equip - Recycled Water		Catholic Protection		6/30/2012	188,346	0	1.51	284,776	0%	100%	188,346	284,776	284,776
5558 - Facilities & Equip - Recycled Water		Chemical Addition Facilities>(*COP)		6/30/2012	175,000	0	1.51	264,597	0%	100%	175,000	264,597	264,597
5558 - Facilities & Equip - Recycled Water		Emergency Portable Pump Connections		6/30/2012	125,000	0	1.51	188,998	0%	100%	125,000	188,998	188,998
5558 - Facilities & Equip - Recycled Water		Flow Meter Replacement and Repair		6/30/2012	20,000	0	1.51	30,240	0%	0%	0	0	0
5558 - Facilities & Equip - Recycled Water		Flusher Truck Backup Pump		6/30/2012	20,000	0	1.51	30,240	0%	100%	20,000	30,240	30,240
5558 - Facilities & Equip - Recycled Water		Forcemain Rehabilitation and Replacement		6/30/2012	40,000	0	1.51	60,479	0%	100%	40,000	60,479	60,479
5558 - Facilities & Equip - Recycled Water		Forcemain Repair		6/30/2012	50,000	0	1.51	75,599	0%	100%	50,000	75,599	75,599
5558 - Facilities & Equip - Recycled Water		General Improvements		6/30/2012	25,000	0	1.51	37,800	0%	100%	25,000	37,800	37,800
5558 - Facilities & Equip - Recycled Water		General Lab Equipment		6/30/2012	11,000	0	1.51	16,632	0%	100%	11,000	16,632	16,632
5558 - Facilities & Equip - Recycled Water		GIS		6/30/2012	7,000	0	1.51	10,584	0%	100%	7,000	10,584	10,584
5558 - Facilities & Equip - Recycled Water		Hybrid Flusher Truck Camera/Computer		6/30/2012	6,000	0	1.51	9,072	0%	100%	6,000	9,072	9,072
5558 - Facilities & Equip - Recycled Water		Hybrid Camera/Flusher Truck Air Conditioner		6/30/2012	6,000	0	1.51	9,072	0%	100%	6,000	9,072	9,072
5558 - Facilities & Equip - Recycled Water		LGVSD Recycled Water Facility (NBWRA-ARRA)		6/30/2012	4,510,000	0	1.51	6,819,043	0%	100%	4,510,000	6,819,043	6,819,043
5558 - Facilities & Equip - Recycled Water		Lighting Enhancements		6/30/2012	30,000	0	1.51	45,359	0%	100%	30,000	45,359	45,359
5558 - Facilities & Equip - Recycled Water		Marinwood Pumpstation / Digester Mix Pump		6/30/2012	250,000	0	1.51	377,996	0%	100%	250,000	377,996	377,996
5558 - Facilities & Equip - Recycled Water		Odor Control		6/30/2012	40,000	0	1.51	60,479	0%	100%	40,000	60,479	60,479
5558 - Facilities & Equip - Recycled Water		Plant Electrical Panels and Equipment		6/30/2012	100,000	0	1.51	151,198	0%	100%	100,000	151,198	151,198
5558 - Facilities & Equip - Recycled Water		Primary Clarification System Improvement Project		6/30/2012	3,594,000	0	1.51	5,434,067	0%	100%	3,594,000	5,434,067	5,434,067
5558 - Facilities & Equip - Recycled Water		Primary Digester Cleaning and Upgrade		6/30/2012	300,000	0	1.51	453,595	0%	100%	300,000	453,595	453,595
5558 - Facilities & Equip - Recycled Water		Pump Station Odor Control		6/30/2012	45,000	0	1.51	68,039	0%	100%	45,000	68,039	68,039
5501 - Collection System Lines/Manholes		Sewer Main Rehabilitation		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		Manhole/Rodhole Repair		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Chem Feed Facilities Purch/Constr/upgrade		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Secondary Plant Upgrades		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		SCADA and Electrical panel upgrades		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Fixed Film Reactor		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Spare Equipment purchases		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Facility Painting		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Plant Upgrades		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Additional staff vehicle		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Collection System/Safety Mgr Vehicle		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Replace server		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Admin Building Improvements		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Emergency Radio System		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Crew Lunch Room Improvements		7/1/2012	44,337	0	1.51	67,037	0%	0%	0	0	0
5555 - Facilities & Equip - Lab		Acute Bioassay Lab		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Installation, repl and repair		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Rehabilitate 14" Forcemain		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Pump Station programming upgrades		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Reclamation Pump Station SCADA Upgrade		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		SCADA Programming upgrades Reclamation		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Supervisory Control and Data Acquisition		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Misc pump station improvements		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		ML Panel Replacements and upgrades		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Radio Transmission/Alarms		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Replacement and Repair		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Repl and repair Air Release Valves PS		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Rafael Meadows Pump Station		7/1/2012	0	0	1.51	0	0%	0%	0	0	0



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5557 - Facilities & Equip - Reclamation		Liner Repair and Improvements		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		Fresh Water Marsh Improvements		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		Reclamation Area Entrance Enhancements		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		St. Vincent's Pump Station Levee Rd Repair		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		St. Vincent's SW Drain Ditch		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		NBWRA Program-Continued use		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		North Bay Water ReUSE Authority (NBWRA)		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		Reclamation General Improvements and Repairs		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		Repair of existing line		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		Replacement and Repair		7/1/2012	0	0	1.51	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Rafael Meadows Pump Station-Electrical		10/1/2012	0	0	1.51	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Digester Waste Gas Flare		6/30/2013	195,710	0	1.49	291,236	0%	100%	195,710	291,236	291,236
5501 - Collection System Lines/Manholes		Manhole, Rodhole roadwork repair & replace		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Equip needed for recycled water return		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Replace existing equipment		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Funding to purchase a spare pump		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Temp Grit Washer Installation		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Study to replace Cogen gas & heat systems		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Additional Staff Vehicle		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5555 - Facilities & Equip - Lab		Replace flooring in lab and classroom		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		C Protection Installation, replacement & Repair		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Line forremain to plant		7/1/2013	250,000	0	1.49	372,025	0%	100%	250,000	372,025	372,025
5556 - Facilities & Equip - Pump Station		SCADA		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		SCADA Pump Stations		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Install, replace and repair reclamation		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Pump Station Contingency plan		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Replacement and Repair of ARV		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Panel Replacement and upgrades		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Emergency bypass pumps and hoses		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Emergency bypass pumps and hoses		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Replace Equip at Mulligan Pump Station		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Design & Install emergency generator		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		Continued participation in the NBWRA program		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5558 - Facilities & Equip - Reclamation		Tertiary Plant Programming		7/1/2013	0	0	1.49	0	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		Annual sewer system rehabilitation		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		Roadwork, Repair and Replacement		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Funding to purchase spare pump		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Backup sludge thickening system		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		District Inspector Vehicle		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Maintenance/Construction		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Small Equipment Purchases		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Continued panel and programming upgrades		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Programming upgrades		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Replacement and repair of ARV		7/1/2014	50,000	0	1.43	71,738	0%	100%	50,000	71,738	71,738
5556 - Facilities & Equip - Pump Station		Panel replacement and upgrades		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		Remove invasive plants		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		NBWRA		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5558 - Facilities & Equip - Recycled Water		Bldg Modification, offspec water div, other mis		7/1/2014	0	0	1.43	0	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		Sewer Main Rehab 15-16		11/11/2015	0	0	1.51	0	0%	0%	0	0	0
5558 - Facilities & Equip - Recycled Water		Recycled Water Facility Expansion		11/12/2015	8,000	0	1.51	12,113	0%	100%	8,000	12,113	12,113
5501 - Collection System Lines/Manholes		Manhole/Rodhole Repair and Replacement		11/23/2015	50,000	0	1.51	75,705	0%	100%	50,000	75,705	75,705
5501 - Collection System Lines/Manholes		Hybrid Equipment Truck		12/10/2015	432,599	0	1.51	655,003	0%	100%	432,599	655,003	655,003
5501 - Collection System Lines/Manholes		Manhole/Rodhole Repair and Replacement		7/1/2016	67,258	0	1.36	91,473	0%	100%	67,258	91,473	91,473
5557 - Facilities & Equip - Reclamation		Annual NBWRA assessment		7/1/2016	41,633	0	1.36	56,622	0%	100%	41,633	56,622	56,622
5556 - Facilities & Equip - Pump Station		Pump Station support services FY 2017		8/24/2016	10,008	0	1.36	13,611	0%	100%	10,008	13,611	13,611
5556 - Facilities & Equip - Pump Station		Treatment Plant Support Services FY 2017		8/24/2016	34,155	0	1.36	46,452	0%	100%	34,155	46,452	46,452
5558 - Facilities & Equip - Recycled Water		Tertiary Plant Support Services FY 2017		8/24/2016	5,598	0	1.36	7,613	0%	100%	5,598	7,613	7,613
5555 - Facilities & Equip - Lab		Centrifuge (Sorvall ST*) catalog#75200395		1/24/2017	4,471	0	1.32	5,919	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Server Upgrade		7/1/2017	7,965	0	1.32	10,543	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Van for Administratn Dept		7/25/2017	42,763	0	1.32	56,606	0%	100%	42,763	56,606	56,606

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5552 - Facilities & Equip - Treatment		Vehicle for Plant Manager		7/25/2017	28,278	0	1.32	37,433	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		NBWRa annual support		8/8/2017	19,350	0	1.32	25,614	0%	100%	19,350	25,614	25,614
5552 - Facilities & Equip - Treatment		Tractor		8/16/2017	120,000	0	1.32	158,847	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Utility Vehicle		8/16/2017	12,000	0	1.32	15,885	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		Manhole/Rodhole Repair and Replacement		11/28/2017	50,000	0	1.32	66,186	0%	100%	50,000	66,186	66,186
5501 - Collection System Lines/Manholes		Sewer Main Rehab 2018		12/4/2017	990,810	0	1.32	1,311,564	0%	100%	990,810	1,311,564	1,311,564
5556 - Facilities & Equip - Pump Station		SCADA programming upgrades		12/11/2017	30,270	0	1.32	40,069	0%	100%	30,270	40,069	40,069
5556 - Facilities & Equip - Pump Station		SCADA continued panel and programming upgrades		12/11/2017	30,270	0	1.32	40,069	0%	100%	30,270	40,069	40,069
5556 - Facilities & Equip - Pump Station		SCADA continued programming		12/11/2017	30,269	0	1.32	40,068	0%	100%	30,269	40,068	40,068
5558 - Facilities & Equip - Recycled Water		UV Piping Repair		12/11/2017	150,000	0	1.32	198,559	0%	100%	150,000	198,559	198,559
5556 - Facilities & Equip - Pump Station		Annual SCADA support services		7/1/2018	27,099	0	1.30	35,160	0%	100%	27,099	35,160	35,160
5556 - Facilities & Equip - Pump Station		Annual SCADA support services		7/1/2018	27,099	0	1.30	35,160	0%	100%	27,099	35,160	35,160
5556 - Facilities & Equip - Pump Station		Annual SCADA support services		7/1/2018	27,099	0	1.30	35,160	0%	100%	27,099	35,160	35,160
5556 - Facilities & Equip - Pump Station		Towable 4" Emergency Pump		8/9/2018	75,000	0	1.30	97,311	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		Towable 8" Emergency Pump		8/9/2018	97,500	0	1.30	126,504	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Roof Replacement		10/1/2018	100,000	0	1.30	129,748	0%	100%	100,000	129,748	129,748
5554 - Facilities & Equip - Admin		HVAC replacement		10/22/2018	30,000	0	1.30	38,924	0%	100%	30,000	38,924	38,924
5554 - Facilities & Equip - Admin		Synectic Phone upgrade purchase		1/29/2019	14,755	0	1.26	18,659	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Vector		2/13/2019	305,844	0	1.26	386,785	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Rav4 Hybrid - White		6/7/2019	31,564	0	1.26	39,917	0%	0%	0	0	0
5558 - Facilities & Equip - Recycled Water		McInnis Marsh Restoration		6/26/2019	100,000	0	1.26	126,465	0%	100%	100,000	126,465	126,465
5552 - Facilities & Equip - Treatment		Sharp Solar Panel Replacement Project		7/1/2019	100,000	0	1.26	126,465	0%	100%	100,000	126,465	126,465
5552 - Facilities & Equip - Treatment		Influent Screen Overhaul - 2		7/1/2019	130,000	0	1.26	164,404	0%	100%	130,000	164,404	164,404
5552 - Facilities & Equip - Treatment		General Manger Auto		7/1/2019	0	0	1.26	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Redesign of Offices in Admin Building		7/1/2019	20,000	0	1.26	25,293	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Administration Building		7/1/2019	100,000	0	1.26	126,465	0%	100%	100,000	126,465	126,465
5555 - Facilities & Equip - Lab		Lab Cabinet Rehab for Dishwasher & Sink		7/1/2019	10,000	0	1.26	12,646	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		Center Pivot #2 Replacement		7/1/2019	0	0	1.26	0	0%	0%	0	0	0
5557 - Facilities & Equip - Reclamation		Bypass Pump Connection Components & Pipes		7/1/2019	40,000	0	1.26	50,586	0%	100%	40,000	50,586	50,586
5557 - Facilities & Equip - Reclamation		Pasture Irrigation Pump Building		7/1/2019	40,000	0	1.26	50,586	0%	100%	40,000	50,586	50,586
5557 - Facilities & Equip - Reclamation		Smith Ranch P.S. Flow Meter Vault Sump Pump		7/1/2019	15,000	0	1.26	18,970	0%	100%	15,000	18,970	18,970
5557 - Facilities & Equip - Reclamation		Spare 10HP Flygt Submersible Pump		7/1/2019	10,000	0	1.26	12,646	0%	100%	10,000	12,646	12,646
5557 - Facilities & Equip - Reclamation		St. Vincent Discharge Pipe Levee Repair		7/1/2019	50,000	0	1.26	63,232	0%	100%	50,000	63,232	63,232
5557 - Facilities & Equip - Reclamation		Storage Pond Sluice Gate Replace or Repair		7/1/2019	30,000	0	1.26	37,939	0%	100%	30,000	37,939	37,939
5552 - Facilities & Equip - Treatment		Ford F-450 Flusher Truck		4/23/2020	142,513	0	1.21	172,088	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Sludge Thickener Structure Removal		6/15/2020	0	0	1.21	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Carport for Lab		7/1/2020	40,000	0	1.21	48,301	0%	100%	40,000	48,301	48,301
5552 - Facilities & Equip - Treatment		Annual Plant Painting at Various Locations		7/1/2020	30,000	0	1.21	36,226	0%	100%	30,000	36,226	36,226
5552 - Facilities & Equip - Treatment		Disgester Room MCC #1 Upgrade		7/1/2020	200,000	0	1.21	241,506	0%	100%	200,000	241,506	241,506
5552 - Facilities & Equip - Treatment		Varec Flare Maintenance		7/1/2020	60,000	0	1.21	72,452	0%	100%	60,000	72,452	72,452
5552 - Facilities & Equip - Treatment		Bioassay Tank Installation		7/1/2020	45,000	0	1.21	54,339	0%	100%	45,000	54,339	54,339
5552 - Facilities & Equip - Treatment		Miscellaneous Plant Equipment Demolition & Disposal		7/1/2020	30,000	0	1.21	36,226	0%	100%	30,000	36,226	36,226
5552 - Facilities & Equip - Treatment		Digester Improvements		7/1/2020	300,000	0	1.21	362,259	0%	100%	300,000	362,259	362,259
5554 - Facilities & Equip - Admin		Project Files Scanning		7/1/2020	20,000	0	1.21	24,151	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Alternative Funding Pursuit		7/1/2020	50,000	0	1.21	60,376	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Centricity Maintenance, Support & Training		7/1/2020	30,000	0	1.21	36,226	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		MFD/HOA/Commercial Lateral Ordinance Outreach/Surv		7/1/2020	10,000	0	1.21	12,075	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		OCC Administration Building Design		7/1/2020	1,746,775	0	1.21	2,109,282	0%	100%	1,746,775	2,109,282	2,109,282
5556 - Facilities & Equip - Pump Station		Annual Facility Painting at Various Locations		7/1/2020	30,000	0	1.21	36,226	0%	100%	30,000	36,226	36,226
5557 - Facilities & Equip - Reclamation		Reclamation Shop Improvements		7/1/2020	60,000	0	1.21	72,452	0%	100%	60,000	72,452	72,452
5557 - Facilities & Equip - Reclamation		Reclamation Bridge Load Capacity & Seismic Analysi		7/1/2020	25,000	0	1.21	30,188	0%	100%	25,000	30,188	30,188
5557 - Facilities & Equip - Reclamation		Automated Gate for Reclamation Bridge		7/1/2020	20,000	0	1.21	24,151	0%	100%	20,000	24,151	24,151
5552 - Facilities & Equip - Treatment		Rough Terrain Forklift CASE 586H		11/10/2020	92,447	0	1.21	111,632	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		Asphalt temporary road		1/26/2021	60,000	0	1.15	68,810	0%	100%	60,000	68,810	68,810
5501 - Collection System Lines/Manholes		Ford F-350 Super Duty XL 4WD 2022		3/4/2021	68,500	0	1.15	78,558	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		Ford Transit Cargo Van 2021 T-150 148" Med Rf 8670		3/15/2021	37,607	0	1.15	43,129	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		Ford F-250 2WD SuperCab Truck		3/18/2021	33,986	0	1.15	38,976	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		Ford F-250 2WD SuperCab Truck		3/18/2021	33,986	0	1.15	38,976	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		2021 Toyota Rav4 Hybrid		5/1/2021	31,271	0	1.15	35,863	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Electric Carts (3) 2-person covered carts		6/30/2021	42,015	0	1.15	48,184	0%	0%	0	0	0

Las Gallinas Valley Sanitary District  
Exhibit 7  
Fixed Asset Listing as of June 2021

Sys ID	Class	Category Description	Contributed	Date Acquired	Total Cost	Total Accumulated Depreciation	ENR-CCI 7/1/2022 15,640 ENR Factor	Repl. Cost	% Depr.	% CFC (> \$5,000)	CFC Eligible Original Cost	Replacement Cost New (ENR)	Replacement Cost New (ENR) Less Depreciation
5501 - Collection System Lines/Manholes		Manhole Frames and Cover		7/1/2021	200,000	0	1.15	229,366	0%	100%	200,000	229,366	229,366
5501 - Collection System Lines/Manholes		Sewer Main Rehab 2018		7/1/2021	1,038,210	0	1.15	1,190,653	0%	100%	1,038,210	1,190,653	1,190,653
5501 - Collection System Lines/Manholes		Sewer Main Rehab 2020-2024		7/1/2021	500,000	0	1.15	573,416	0%	100%	500,000	573,416	573,416
5501 - Collection System Lines/Manholes		Sewer Main Capacity and Storage		7/1/2021	1,496,335	0	1.15	1,716,045	0%	100%	1,496,335	1,716,045	1,716,045
5501 - Collection System Lines/Manholes		Upgrade existing software to improve functionality		7/1/2021	174,000	0	1.15	199,549	0%	100%	174,000	199,549	199,549
5501 - Collection System Lines/Manholes		Miller Creek (repair, maintain, modify)		7/1/2021	225,000	0	1.15	258,037	0%	100%	225,000	258,037	258,037
5501 - Collection System Lines/Manholes		Contempo Marin MH N050.07 & Connection Improvement		7/1/2021	200,000	0	1.15	229,366	0%	100%	200,000	229,366	229,366
5552 - Facilities & Equip - Treatment		On-Call Construction & Engineering Contract		7/1/2021	500,000	0	1.15	573,416	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		On-Call Construction Contract (2021-2023)		7/1/2021	500,000	0	1.15	573,416	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		On-Call Inspection		7/1/2021	445,000	0	1.15	510,340	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Solar Relay Rehab Project (3) inverters & other rep		7/1/2021	450,000	0	1.15	516,075	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Plant Lighting Improv. & Other Electrical Enhancem		7/1/2021	150,000	0	1.15	172,025	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Annual Plant Paving at Various Locations		7/1/2021	240,000	0	1.15	275,240	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Maintenance Shop & Locker Room Improvements		7/1/2021	50,000	0	1.15	57,342	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Canopy Install CNG Fueling		7/1/2021	150,000	0	1.15	172,025	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Asset Management Onboarding Task 2-4 CMMS CityWork		7/1/2021	2,830,000	0	1.15	3,245,536	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Asset Onboarding		7/1/2021	130,510	0	1.15	149,673	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Flow Equalization Basin		7/1/2021	1,000,000	0	1.15	1,146,832	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Hose Trailer Equipment		7/1/2021	10,000	0	1.15	11,468	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Mower Attachment Equipment		7/1/2021	27,000	0	1.15	30,964	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Smart Covers (3) Additional		7/1/2021	15,000	0	1.15	17,202	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Grit Chamber Coating & Auger Rebuild		7/1/2021	200,000	0	1.15	229,366	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Shock Arc Flash Hazard Analysis		7/1/2021	9,537,334	0	1.15	10,937,723	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Radio Antenna at Hawthorn Pump Station		7/1/2021	20,000	0	1.15	22,937	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Primary Clarifier #1 Repair		7/1/2021	0	0	1.15	0	0%	0%	0	0	0
5552 - Facilities & Equip - Treatment		Chemical Tanks Replacement & Eyewash Station		7/1/2021	0	0	1.15	0	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Integrated Wastewater Master Plan		7/1/2021	550,000	0	1.15	630,758	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Drafting Computer Software Upgrade		7/1/2021	10,000	0	1.15	11,468	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Integrated Financial Software-ASM		7/1/2021	100,000	0	1.15	114,683	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Website Improvement- O & M begin FY22-23		7/1/2021	40,000	0	1.15	45,873	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Sea Level Rise Mitigation Program Design		7/1/2021	500,000	0	1.15	573,416	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Standard Specs & Drawings Update Project-engineeri		7/1/2021	75,000	0	1.15	86,012	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		IT Pipes Software Upgrade for Video Interface-City		7/1/2021	43,000	0	1.15	49,314	0%	0%	0	0	0
5554 - Facilities & Equip - Admin		Fleet Maintenance Software Annual Licenses		7/1/2021	10,000	0	1.15	11,468	0%	0%	0	0	0
5556 - Facilities & Equip - Pump Station		SCADA Programming Reclamation P/S Panel		7/1/2021	1,000,000	0	1.15	1,146,832	0%	100%	1,000,000	1,146,832	1,146,832
5556 - Facilities & Equip - Pump Station		Captains Cove PS Upgrades		7/1/2021	50,000	0	1.15	57,342	0%	100%	50,000	57,342	57,342
5556 - Facilities & Equip - Pump Station		Marin Lagoon Pump Station		7/1/2021	800,000	0	1.15	917,466	0%	100%	800,000	917,466	917,466
5556 - Facilities & Equip - Pump Station		Smith Ranch Pump Station Electrical Upgrades		7/1/2021	60,000	0	1.15	68,810	0%	100%	60,000	68,810	68,810
5556 - Facilities & Equip - Pump Station		Standby/Towable Generators for Minor Pump Stations		7/1/2021	150,000	0	1.15	172,025	0%	100%	150,000	172,025	172,025
5556 - Facilities & Equip - Pump Station		Pump Station Site Lighting, Safety & Security Impr		7/1/2021	200,000	0	1.15	229,366	0%	100%	200,000	229,366	229,366
5556 - Facilities & Equip - Pump Station		Fencing Improvements at Various Locations		7/1/2021	70,400	0	1.15	80,737	0%	100%	70,400	80,737	80,737
5556 - Facilities & Equip - Pump Station		Shock Arc Flash Hazard Analysis		7/1/2021	6,537,333	0	1.15	7,497,225	0%	100%	6,537,333	7,497,225	7,497,225
5556 - Facilities & Equip - Pump Station		Automatic Transfer Switches for Pump Stations		7/1/2021	160,000	0	1.15	183,493	0%	100%	160,000	183,493	183,493
5556 - Facilities & Equip - Pump Station		Emergency Bypass Pumping Anaysis & Response Plan		7/1/2021	60,000	0	1.15	68,810	0%	100%	60,000	68,810	68,810
5556 - Facilities & Equip - Pump Station		Annual Facility Paving at Various Locations		7/1/2021	175,000	0	1.15	200,696	0%	100%	175,000	200,696	200,696
5556 - Facilities & Equip - Pump Station		Rafael Meadows Pump Station - Civil, fencing, othe		7/1/2021	580,000	0	1.15	665,163	0%	100%	580,000	665,163	665,163
5556 - Facilities & Equip - Pump Station		Mulligan PS Wetwell Upgrade		7/1/2021	310,000	0	1.15	355,518	0%	100%	310,000	355,518	355,518
5556 - Facilities & Equip - Pump Station		St. Vincent Pump Station Improvements		7/1/2021	400,000	0	1.15	458,733	0%	100%	400,000	458,733	458,733
5557 - Facilities & Equip - Reclamation		Marsh Pond Vegetation Replacement		7/1/2021	150,000	0	1.15	172,025	0%	100%	150,000	172,025	172,025
5557 - Facilities & Equip - Reclamation		Reclamation Pump Station Improvements		7/1/2021	150,000	0	1.15	172,025	0%	100%	150,000	172,025	172,025
5557 - Facilities & Equip - Reclamation		Reclamation Pasture Irrigation System Study		7/1/2021	90,000	0	1.15	103,215	0%	100%	90,000	103,215	103,215
5557 - Facilities & Equip - Reclamation		Shock Arc Flash Hazard Analysis		7/1/2021	2,637,333	0	1.15	3,024,579	0%	100%	2,637,333	3,024,579	3,024,579
5557 - Facilities & Equip - Reclamation		Biosolids Systems Improvement Analysis		7/1/2021	148,000	0	1.15	169,731	0%	100%	148,000	169,731	169,731
5557 - Facilities & Equip - Reclamation		Reclamation Storage Pond Valves & Catwalk Piers		7/1/2021	175,000	0	1.15	200,696	0%	100%	175,000	200,696	200,696
5554 - Facilities & Equip - Admin		Solar Panel Replacement Assistance		12/10/2021	17,600	0	1.15	20,184	0%	0%	0	0	0
5501 - Collection System Lines/Manholes		2022 RAM 5500 Reg Cab 4x4 Service Truck		2/18/2022	202,135	0	1.00	202,135	0%	0%	0	0	0
					<b>\$122,464,168</b>	<b>\$63,192,165</b>		<b>\$333,771,635</b>			<b>\$101,193,301</b>	<b>\$307,016,428</b>	<b>\$56,342,845</b>

Las Gallinas Valley Sanitary District  
 Exhibit 7  
 Fixed Asset Listing as of June 2021

Sys ID	Class	Category Description	Contributed	Date Acquired	Total Cost	Total Accumulated Depreciation	ENR-CCI 7/1/2022 15,640 ENR Factor	Repl. Cost	% Depr.	% CFC (> \$5,000)	CFC Eligible Original Cost	Replacement Cost New (ENR)	Replacement Cost New (ENR) Less Depreciation
<b>FUNCTION</b>					<b>Total Cost</b>	<b>Total Accumulated Depreciation</b>		<b>Repl. Cost</b>			<b>CFC Eligible Original Cost</b>	<b>Replacement Cost New (ENR)</b>	<b>Replacement Cost New (ENR) Less Depreciation</b>
5501 - Collection System Lines/Manholes					\$30,899,766	\$22,387,897		\$142,311,166			\$30,348,779	\$141,552,147	\$14,515,012
5502 - Facilities & Equip - Admin					0	0		0			0	0	0
5551 - Collections Dept Equipment					2,002,256	1,913,182		5,472,632			1,961,118	5,367,273	154,123
5552 - Facilities & Equip - Treatment					41,236,195	20,163,840		89,339,505			23,234,661	67,717,652	5,643,450
5553 - Facilities & Equip - Disposal					8,141,898	8,139,243		28,073,364			8,098,212	27,950,248	4,302
5554 - Facilities & Equip - Admin					4,064,949	518,830		5,758,957			2,349,611	3,564,694	2,404,420
5555 - Facilities & Equip - Lab					497,905	482,983		1,230,172			0	0	0
5556 - Facilities & Equip - Pump Station					21,244,397	8,923,067		40,688,356			20,983,220	40,299,438	14,408,877
5557 - Facilities & Equip - Reclamation					4,544,817	663,122		6,085,341			4,431,757	5,822,601	4,470,287
5558 - Facilities & Equip - Recycled Water					9,831,986	0		14,812,143			9,785,944	14,742,374	14,742,374
<b>TOTAL</b>					<b>\$122,464,168</b>	<b>\$63,192,165</b>		<b>\$333,771,635</b>			<b>\$101,193,301</b>	<b>\$307,016,428</b>	<b>\$56,342,845</b>
<b>Contributed</b>													
5501 - Collection System Lines/Manholes			Contributed		\$10,502,155	\$10,119,671		\$78,628,258			\$10,502,155	\$78,628,258	\$4,492,683
5551 - Collections Dept Equipment			Contributed		0	0		0			0	0	0
5552 - Facilities & Equip - Treatment			Contributed		0	0		0			0	0	0
5553 - Facilities & Equip - Disposal			Contributed		0	0		0			0	0	0
5554 - Facilities & Equip - Admin			Contributed		0	0		0			0	0	0
5555 - Facilities & Equip - Lab			Contributed		0	0		0			0	0	0
5556 - Facilities & Equip - Pump Station			Contributed		2,629,746	2,629,746		7,747,630			2,629,746	7,747,630	0
5557 - Facilities & Equip - Reclamation			Contributed		0	0		0			0	0	0
5558 - Facilities & Equip - Recycled Water			Contributed		0	0		0			0	0	0
<b>TOTAL</b>					<b>\$13,131,900</b>	<b>\$12,749,417</b>		<b>\$86,375,888</b>			<b>\$13,131,900</b>	<b>\$86,375,888</b>	<b>\$4,492,683</b>

1/5/2023

## **BOARD MEMBER REPORTS**

### **CLARK**

**NBWA Board Committee, 2022 Operations Control Center Ad Hoc Committee , 2022 Legal Services Ad Hoc Committee, 2022 HR Ad Hoc Committee, Other Reports**

### **FORD**


**NBWRA, Marin Special Districts Association, 2022 Engineering Ad Hoc Committee re: STPURWE, 2022 Operations Control Center Ad Hoc Committee, 2022 HR Ad Hoc Committee, 2022 McInnis Marsh Ad Hoc Committee, Other Reports**

### **MURRAY**

**Marin LAFCO, CASA Energy Committee, 2022 Biosolids Ad Hoc Committee, Other Reports**

### **YEZMAN**


**Flood Zone 7, CSRMA, Marin Special Districts Association, 2022 Ad Hoc Engineering Sub-Committee re: STPURWE, 2022 Legal Services Ad Hoc Committee, 2022 Biosolids Ad Hoc Committee, 2022 McInnis Marsh Ad Hoc Committee Other Reports**



## Development Code Amendments


**Five Main Components:**

1. Bayfront Conservation Zone  
Amendments related to Sea Level Rise
2. Senate Bill 35  
No substantive changes from interim Ordinance
3. Senate Bill 9  
No substantive changes from interim Ordinances
4. Form Based Combining District  
Implements Form Based Code
5. Housing Compliance Review  
New ministerial permit



2

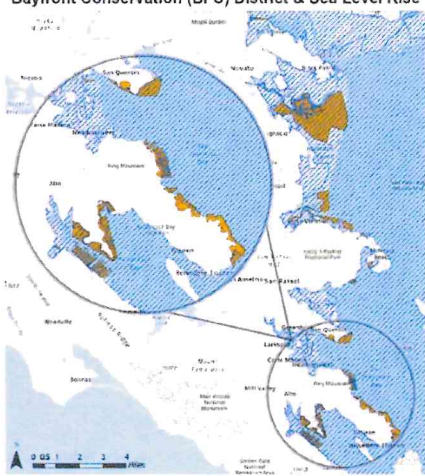
Co. Attorney Terijian: Not spend time on SB 35 and SB 9 and goes to SLR. 3’ rise above base flood elevation (FEMA lowest level of habitation) to build and have “resilience” just for new buildings not existing or to add onto buildings.



## Bayfront Conservation Zone


- Elevation of the lowest habitable floor of new buildings to be three feet above BFE
- Nature-based measures to be employed where feasible
- Deed restrictions for new development in areas subject to SLR

**Bayfront Conservation (BFC) District & Sea Level Rise**



BFC District  
 3.3ft Sea Level Rise


Data: October 11th, 2022.  
 Data Source: Marin County and Our Coast: Our Future.  
 DATA IS PRELIMINARY. THIS DATA IS NOT NECESSARILY ACCURATE.




Deed Restrictions: For new buyers and to partially protect county if county facilities such as roads are damaged.

## Form Based Code Goals

- Address current and future legislation requirements including SB 35 and by-right housing approvals
- Promote **Missing Middle Housing**



4




New legislation coming down to allow ministerial approval. “missing middle housing”: duplex to live/work. Form Based Combining District: to allow owner to put housing in other zones.


## Form Based Combining District

FB is a floating district

Map shows general distribution of properties



5



## FB Combining District Revisions

Limited applicability to the following:

- Senate Bill 35 sites
- Housing Overlay Designation sites
- Sites in the urbanized area where the development of multiple primary dwellings is allowable and where property owners choose to combine it with an underlying multifamily residential or commercial zoning district



6

Housing Overlay: Are the RHNA sites. There are sites in the Coastal Overlay Zone and not to allow until Coastal Commission approves. Form Based Code Articulation: Roofs, Walls, Windows with diff. facades and articulated differently.

## Form Based Code Articulation

- Building Forms
  - Depth and width
  - Wings and bays
- Architectural Standards
  - Roofs
  - Walls
  - Windows
- Frontages
  - Porches
  - Stoops
  - Dooryards



7

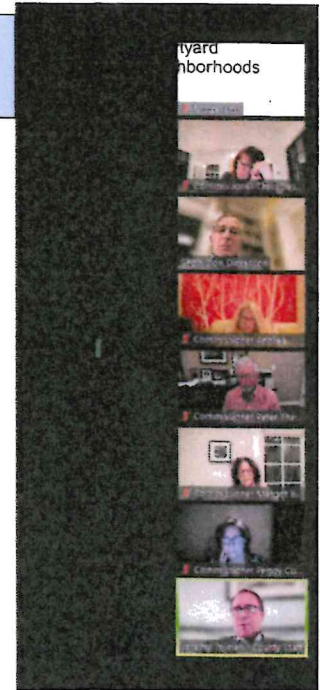




## Form Based Code Revisions

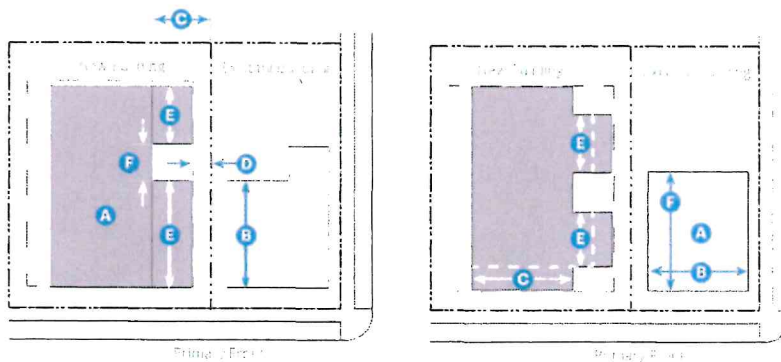
- Added environmental standards, based on SB 35/SB 330
- Limited main street standards to commercial zones
- Required 70% native landscaping
- Added terraced courtyard building type to all zones
- Corralled parking for courtyard cottages and pocket neighborhoods

8



## Form Based Code Revisions

Transitions:



9

E sections to be lower than A,F step down. Dashed line step back zone and building has to be smaller.





## AGENDA

### Air Quality, Climate Change, and Energy (ACE) Workgroup Meeting

**Meeting Date/Time:** December 13, 2022 / 8:30 – 10:30 am  
**Meeting Location:** Zoom Link (provided in the meeting appointment)  
**Dial-in:** Zoom Call-In (provided in the meeting appointment)

#### COMMENCEMENT

ITEM	LEAD
Welcome/Roll Call	Jackie Zipkin (Chair), Greg Kester and Sarah Deslauriers (CASA)
Review/Approval of Agenda	All

#### STATE LEGISLATIVE & BUDGET UPDATE

	ITEM	LEAD	STATUS
1.	State Legislation	Jessica	2023 state legislation outlook
2.	Governor's Budget	Jessica	2023 budget outlook

#### PRIORITY ISSUES/ACTION ITEMS

	ITEM	LEAD	NOTES
1.	<a href="#">AB 32 Scoping Plan</a> Update: Carbon Neutrality by 2045	Sarah	<a href="#">Workshop Series</a> , Draft Scoping Plan Update, <a href="#">Little Hoover Commission</a> , Governor's <a href="#">letter</a> to CARB, meetings with CARB Board and Executives advocating for continued uses of biogas, <a href="#">Public Hearing Dec 15</a>
2.	CARB Advanced Clean Vehicle Regulations	Sarah, Steve David, Greg	Draft <a href="#">Advanced Clean Fleet Regs</a> , Draft <a href="#">Public Fleet Requirements</a> , Dec 12 CARB Workgroup Meeting to establish wastewater/waste provisions
3.	<a href="#">SB 1383: Organic Waste CH<sub>4</sub> Reductions</a>	Greg, Sarah	County ordinance outreach by CalRecycle, CAPCOA meeting to collaborate w/ CalRecycle and CARB on SB 1383 implementation
4.	EPA <a href="#">Renewable Fuel Standard</a> RINs	Greg	<a href="#">Proposed set rule</a> released Nov 30, Public Hearing Jan 10, register by Jan 3 by sending an email to <a href="mailto:RFS-Hearing@epa.gov">RFS-Hearing@epa.gov</a>
5.	<a href="#">CARB Low Carbon Fuel Standard</a>	Sarah	Potential changes <a href="#">workshop Nov 9</a> , comments <a href="#">due Dec 21</a>
6.	<a href="#">Criteria Pollutants &amp; Toxics Emissions Reporting &amp; Hot Spots Program</a>	Sarah, David	<a href="#">Summary of CTR and EICG</a> , report BAU air toxics through 2028, working with Air Districts/source test specialists to draft Step 1, Air Districts to help identify field test participants, met with SCAQMD Nov 15, met with BAAQMD Dec 7, Subgroup meetings Nov 16 and Dec 14
7.	Adaptation Update	Sarah	Sea Level Rise Action Plan, <a href="#">30x30 California</a> - Roundtable Nov 30 on Coastal Waters, SWRCB climate change preparedness survey status update, and Regional Water Board approaches to climate/resilience planning
8.	<a href="#">Inflation Reduction Act</a>	Sarah	NACWA's <a href="#">comments</a> on proposed GHG Reduction Fund

#### INFORMATIONAL ITEMS

	ITEM	LEAD	NOTES
1.	Carbon Sequestration Meta-Analysis	Sarah	Final report by Q1 2023, c-sequestration potential summary
2.	BACT for Large Emergency Diesel Engines: BAAQMD, SMAQMD, SJVAPCD, SCAQMD	Sarah, David	BAAQMD, SMAQMD, and SJVAPCD adopted Tier 4; SCAQMD to adopt Tier 4 w/ source test provisions
3.	Potential Amendments to Diesel Engine Off-Road Standards	Sarah	CARB Tier 5 rulemaking (including CO <sub>2</sub> standards), proposal 2024, implement to begin 2028, <a href="#">Workshop Dec 14</a>

#### UPCOMING CONFERENCES/EVENTS

NAME	DATE/LOCATION
CASA Winter Conference	Jan 25 – 27, Palm Springs
NACWA Winter Conference	Feb 13 – 16, Sonoma
CASA Policy Forum	Feb 27 – Mar 1, DC
WEF/IWA RBC, WEF Odors & Air Pollutants	May 16-19, Charlotte

**NEXT MEETING: 2023 Meeting Invites to be delivered!**



## AGENDA

### Air Quality, Climate Change, and Energy (ACE) Workgroup Meeting

#### Additional topics we review periodically for progress or changes:

##### State

- CARB Mandatory GHG Reporting Regulation
- CARB Scoping Plan Updates (Natural & Working Lands, Vehicle Electrification, Clean/Renewable Energy, SLCs)
- CEQA Guidance on GHG Emissions
- CNRA Climate Change Assessment
- CNRA Online CA Sea Level Rise Database
- CNRA Safeguarding CA: Implementation Action Plans
- CEC Climate Change Research Plan
- OEHHA CalEnvironScreen Tool
- California's Climate Future report (by Governor Brown)
- Funding Opportunities

##### Regional Adaptation Collaboratives

- Bay Area Climate Adaptation Network (BayCAN)
- San Francisco Bay Regional Coastal Hazards Adaptation Resiliency Group (CHARG)
- Southern California Association of Governments (SCAG) Regional Climate Adaptation Framework

##### National

- NEPA Guidance on GHG Emissions
- EPA Creating Resilient Water Utilities
- EPA EJScreen Tool
- EPA Mandatory GHG Reporting Regulation Updates
- EPA Clean Power Plan (on stay)
- EPA Existing Source Performance Standards
- EPA Biogenic Emissions Accounting Framework
- White House Budget for DOE Energy Efficiency and Renewable Energy Programs
- White House Climate Change Support Office
- NACWA Energy Workgroup
- NACWA Climate & Resilience Workgroup
- Funding Opportunities

##### International

- Global GAP (Good Agricultural Practices) & Biosolids
- IWA Nitrous Oxide Modeling

## Air Quality, Climate Change, & Energy (ACE) Workgroup Meeting

December 13, 2022 (8:30 – 10:30 am)  
Zoom Link – See Meeting Appointment



1

2023 Outlook:  
State Legislation &  
Governor's Budget



2

## Priority Issues/ Action Items



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### 1. AB 32 Scoping Plan Update: Carbon Neutrality

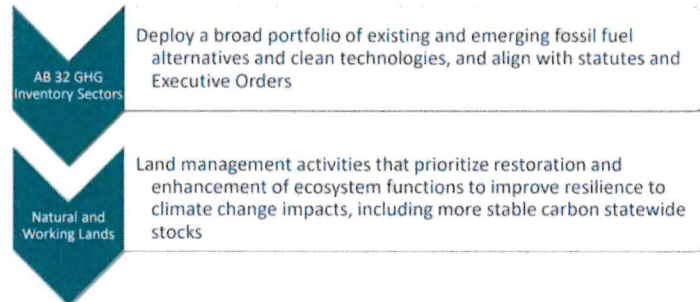
- **CARB Target:** Carbon neutrality by 2045
- Scoping Plan [Workshops](#) for feedback:
  - Natural and Working Lands (Draft Climate Smart Strategy)
  - Building Decarbonization
  - Electricity Sector
  - Transportation Sector (proposed ACF regulations)
  - Short-Lived Climate Pollutants (SB 1383 regulations)
  - Environmental Justice
- Draft concepts released in May, comments submitted June 24<sup>th</sup> and July 26<sup>th</sup>
- Attended Little Hoover Commission meetings July 6<sup>th</sup>, Sept 8<sup>th</sup>, and Sept 22<sup>nd</sup> to comment/get support for biogas as transportation fuel
- Final draft released November 16<sup>th</sup>
- Public Hearing December 15<sup>th</sup> – please register to comment!



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## 1. AB 32 Scoping Plan Update: Carbon Neutrality

### ■ CARB's two-pronged approach:



### CASA requests members comment December 15<sup>th</sup> during the public hearing:

- Request CARB staff document support for maintaining current uses of renewable non-fossil fuel biogas for sector resilience until demonstration of zero-emission technologies
- Support the delay in transition of essential public (wastewater) service fleet vehicles subject to technology demonstration (edit ACF regulation and ISOR to be consistent)
- Request CARB to acknowledge benefits of biosolids and show plans to incorporate quantification of those benefits in the NWL scenario modeling

5

## 2. CARB Advanced Clean Fleet (ACF) Regulations

### ■ Proposed ACF regulations released August 30<sup>th</sup>

- 50% of vehicles added must be ZEVs by January 1, 2024
- 100% of vehicles added by 2027

### ■ OBJECTIVE: Limit internal combustion engines (including natural gas) in medium-/heavy-duty vehicles, convert to ZEV technologies as quickly as possible

### ■ ISSUES:

- Language only allows CNG vehicles having exemptions (e.g., two-engine, unavailability, or other) until a ZEV or NZEV is "commercially available"
- No definition for commercially available
- Staff wants the sector to pursue ZEV technology demonstration of biogas use in fuel cells or hydrogen production for vehicle and onsite use in the meantime

### ■ ASK: Allow essential public service providers to continue using biogas while working to demonstrate ZEV or NZEV technologies (for vehicle and other stationary combustion uses)

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## 2. CARB Advanced Clean Fleet (ACF) Regulations

- Oct 27<sup>th</sup> Public Hearing
  - Board Members expressed support for the wastewater sector and flexibility to implement SB 1383 regulations
  - Provided redline edits in regulatory language
  - Submitted formal comment letter Oct 17<sup>th</sup>, atten
  - Attended tour in Truckee Donner PUD with CARB executives
  - Coordinated efforts in preparation for Dec 12<sup>th</sup> Workgroup
  
- Board Members acknowledged need for flexibility to implement SB 1383 (wastewater and waste sectors) and need for continued biogas uses until new markets have been established – staff to work with us to address it in regulatory language
- Vice Chair Berg acknowledged that the bigger issue is to make sure biogas has a use, the rest will fall into place



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## 3. SB 1383: Organic Waste Methane Emissions Reduction



- 40% methane reduction by 2030 (relative to 2013 levels)
- Organic waste diversion from landfills  
(includes biosolids, digestate, and sludges)
  - 50% by 2020 (relative to 2014 levels)
  - 75% by 2025 (relative to 2014 levels)
- Implementation
  - State to enforce jurisdictions Jan 1, 2022 (local entities enter agreements)
  - Local jurisdictions to start enforcement Jan 1, 2024
  - Compliance by Jan 1, 2025
- CalRecycle outreach regarding county ordinances
- Meetings of SW-WW-Regulators to continue
- Working to convene a group with CAPCOA



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## 4. EPA Renewable Fuel Standard: RINs

- RFS Renewable Identification Number (RIN) values for sludge-based biogas (D3, cellulosic) vs food waste-based biogas (D5, advanced biomass fuel)
- Recent interpretation is biogas from co-digestion is valued at D5
- Discussed “Plan ” with EPA staff – to allocate D3 and D5 per feedstock
- Met new EPA staff assigned to RFS at WEF RBC 2022 (Office of Transportation & Air Quality working the Office of Water Management)
- Draft Set Rule released for public comment – reflects “Plan B”
- Public Hearing January 10<sup>th</sup>
- Register by January 3<sup>rd</sup> by sending an email to: RFS-Hearing@epa.gov



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## 5. CARB Low Carbon Fuel Standard

- Designed to reduce petroleum dependency and achieve air quality benefits by:
  - Decreasing carbon intensity of CA’s transportation fuel pool
  - Providing an increasing range of low-carbon and renewable alternatives
- July and November workshops discussed potential changes
- Latest recommendations promote pathways to hydrogen vs CNG (scenarios target 90% CI reduction by 2045)
- CASA submitted comments August 8<sup>th</sup> and will submit comments December 21<sup>st</sup> regarding:
  - Concern for scenarios phasing out avoided methane crediting / disincentivizing use of non-fossil derived biomethane from LCFS program
  - CalRecycle incentivizing co-digestion in SB 1383 regulations, including use of biogas as low carbon transportation fuel – without a market, WRRFs do not have a viable driver for accepting diverted food waste
  - Need to perform a life cycle assessment of going to H vs CNG fuel
- More workshops in 2023



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## 6. Criteria Pollutants & Toxics Reporting and Air Toxics “Hot Spots” Program Updates

- AB 617 gives CARB authority to “harmonize” air monitoring, reporting, & emission reductions from stationary sources
- AB 2588 Hot Spots compound list is >1,700 compounds (from >500)
  - Unknown toxicity levels
  - Unknown emission factors
  - Many are not relevant to WWTPs
- Phased compliance allows WWTPs to:
  - Report business-as-usual through 2028 (reporting begins 2029 for 2028 data)
  - Perform “two-step process” for determining shortlist of compounds
    - Scanning air space of unit processes to determine detectable compounds
    - Determining the sampling and analysis methods to quantify emissions (Mimic 1990 Pooled Emissions Estimation Program, PEEP, but broader in scope)

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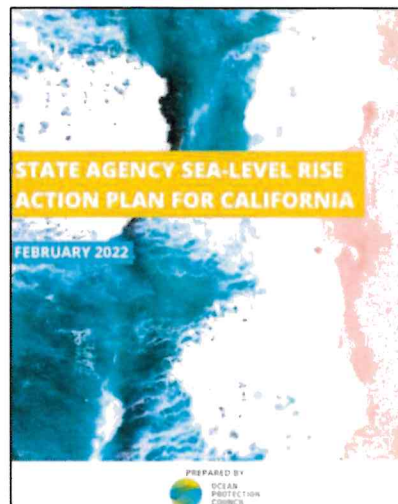
## 6. Next steps

- Schedule meeting with John Swanson (CARB)
- Meet with air districts and source test specialists
  - SCAQMD feedback on spreadsheet of approved sampling/analysis methods
  - BAAQMD overview December 7th
- Consider performing preliminary scanning at individual facilities in the Bay Area, Central Valley, and South Coast
- Draft list of participating agencies, 100+ facilities are:
  - >10 MGD, covered primaries (working to clearly note which are covered)
  - >5 MGD, uncovered primaries
- Select governing structure by end of year
- Actions to be led by Subgroup (next meeting tomorrow) – let me know if you’d like to join!

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## 7. Adaptation: OPC Sea Level Rise Action Plan (FY 2021/22 – 2024/25)

- Released Feb 2022 by SLR Leadership Team (finalized in August 2022)
- ~80 State Actions categorized by SLR Principle
  - 1. Best Available Science
  - 2. Partnerships
  - 3. Communications
  - 4. Local Support
  - 5. Alignment
  - 6. Resilience Projects
  - 7. Equity & Social Justice
- Next round of updates in spring 2023
- Upcoming OPC Meetings
  - January 24
  - April 24
  - August 15
  - December 12



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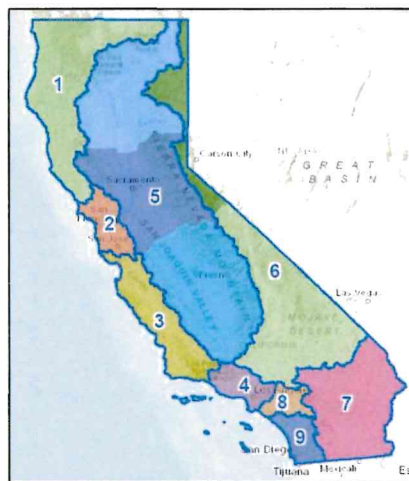
## 7. CA Adaptation: 30x30 California

- Lead State agency: CNRA
- Partnership Coordinating Committee
- Strategy to conserve additional 6 million acres of land and half a million acres of coastal waters by 2030, organized into 10 Pathways:
  1. Accelerate Regionally Led Conservation
  2. Execute Strategic Land Acquisitions
  3. Increase Voluntary Conservation Easements
  4. Enhance Conservation of Existing Public Lands and Coastal Waters
  5. Institutionalize Advance Mitigation
  6. Expand and Accelerate Environmental Restoration and Stewardship
  7. Strengthen Coordination Among Governments
  8. Align Investments to Maximize Conservation Benefits
  9. Advance and Promote Complementary Conservation Measures
  10. Evaluate Conservation Outcomes and Adaptively Manage
- 30x30 OPC Roundtable Nov 30<sup>th</sup>: Conserving 30% of CA's Coastal Waters by 2030

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## 7. CA Adaptation: Varying Approaches to Resilience Planning across Regional Water Boards

- NPDES/WDR permit renewals requiring climate change vulnerability assessments, action plans, resilience plans, disaster preparedness plans, etc...of varying scopes depending on the Regional Water Board
- Some are more prescript than others
- Please be aware of your region's approach (working with Region 3)
- Be ready to negotiate!



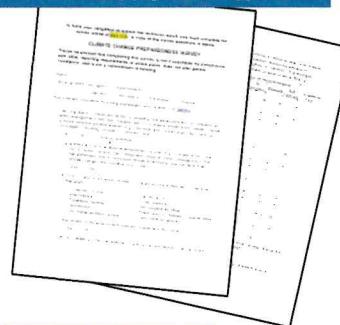
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## 7. CA Adaptation: SWRCB Climate Change Preparedness Survey

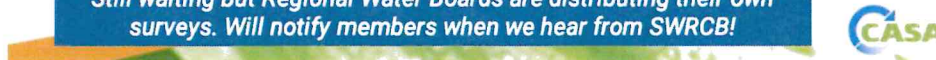
- State Water Board to:
  - Send NPDES and WDR permit holders to be surveyed in 2022
  - 45-day response
  - Webinar after formal distribution
  - Communicate through Chris Hyun
  - Follow development of SWRCB priority areas:
    - Drinking water
    - Wastewater/co-digestion
    - Sea level rise
    - Harmful algal blooms

**SWRCB annual Water Quality Coordinating Committee meeting Oct 27<sup>th</sup>-28<sup>th</sup>, Key Issues:**

- Accelerating Climate Change Action
- Implementing California's Water Supply Strategy



**Still waiting but Regional Water Boards are distributing their own surveys. Will notify members when we hear from SWRCB!**



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## 8. US Inflation Reduction Act of 2022

- **Purpose: Support workers/families by reducing costs for prescription drugs, health care, and energy.**
  - Expands tax credits for energy efficient commercial buildings, new energy efficient homes, and Electric Vehicle charging infrastructure.
  - Expands clean energy tax credits for wind, solar, nuclear, clean hydrogen, clean fuels, and carbon capture.
  - Establishes Make it in America provisions / tax incentives for manufacturing U.S.-sourced products such as batteries, solar, and offshore wind components, and technologies for carbon capture systems.
  - Clean energy tax credits will be increased by 10% if projects are established in communities previously relying upon coal, oil, or natural gas as a significant source of employment
  - Allocates funding toward the transition of Class 6 and 7 heavy-duty vehicles to Zero Emission Vehicles.
  - Amends the CAA to include a **GHG Reduction Fund (\$27B), low emissions electricity program, and others**
  - Grant programs for reducing GHGs

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## Informational Items

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## 1. Carbon Sequestration Meta-Analysis

### Systematic Reviews & Data Extraction

- Virginia Tech to understand C-sequestration potential from land-applied biosolids
- Review of published and unpublished data
- Promote biosolids research, identify gaps, and inform/harmonize future collection methods

### Status of Report Summarizing Findings

- Report to be released in Q1 2023
- Expecting high level overview and evidence of c-sequestration via biosolids land application



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## 2. BACT, Large Emergency Diesel Engines $\geq 1,000$ bhp

- Air District Activities
  - BAAQMD – effective January 1, 2020
  - Sacramento Metro AQMD – effective June 4, 2021
  - San Joaquin Valley APCD – effective April 29, 2022
  - South Coast AQMD – approved September 2, 2022
    - BACT scientific review committee and public review process underway
    - Compliant engines are tested by their manufacturers, SCAP would like to see testing requirements for compliant engines matching that for certified engines to avoid unnecessary testing requirements onsite
    - Side note: SCAQMD advises operators not to use backup generators when the power is NOT out (for example, during the September 2022 heat wave)
- CARB interest in replacing existing backup generators by 2037
- SCAQMD to incentivize (\$) demonstration of new technology



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### 3. Potential Amendments to Diesel Engine Off-Road Emission Standards

- “Tier 5 Rulemaking”
  - Reduce NO<sub>x</sub> (up to 90%) and PM (up to 75%) compared to Tier 4 standards
  - Stringent exhaust standards for all power categories, including those that do not utilize exhaust aftertreatment (i.e., DPFs and SCRs)
  - First-time CO<sub>2</sub> standards
- Proposal to Board expected by 2024
- Implementation to begin in 2028
- Next workshop December 14<sup>th</sup> on Concepts for Averaging, Banking, and Trading, Idle Reduction, and OnBoard Diagnostics
- CARB has funded several research projects (with Southwest Research Institute, SwRI) to assess feasibility of lower NO<sub>x</sub>, PM, and CO<sub>2</sub> emission standards, as well as representative useful-life periods

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### Conferences/Events

- **CASA Winter Conference**  
January 25<sup>th</sup> – 27<sup>th</sup>, Palm Springs
- **NACWA Winter Conference (Committee Meetings 14<sup>th</sup> & 15<sup>th</sup>) – celebrate Valentine’s Day in wine country!**  
February 13<sup>th</sup> – 16<sup>th</sup>, Sonoma
- **CASA Policy Forum**  
February 27<sup>th</sup> – March 1<sup>st</sup>, DC
- **WEF/IWA RBC concurrent with WEF Odors & Air Pollutants**  
May 16<sup>th</sup> – 19<sup>th</sup>, Charlotte

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## Upcoming Meetings

- 2023 Invites to come to your inbox!



Thank you!



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CASA ACE December 13, 2022  
Craig K. Murray

LEGISLATION (State of CA) Jessica Gauger JG: Nov. 40 new legislators. Most turn over in 10 years. Lot of education to get them up to speed. 12/5 all new legislators sworn in. first bills of year and they est. their top priorities. Long time to hear, start in March. Gov. called special legislation on oil co. profits what they call "price gouging". Jan.4 come back to bus. And bills into . in Jan. Feb. 17 bill introduction deadline. CASA leg. Met last Fri. and no plans to sponsor any 2023 leg. PFAS roundtable still to sponsor like CASA AB 2247 sponsor last year. Budget be released by Jan. 10. LAO last month indicate \$25B in hole in coming year, revenues coming in very short. Not a lot of new programmatic funding. Budget folks confident have rainy days funds and can do bunch of creative accounting. Can see some of that creative accounting get into multi year funding such as drought resiliency and funds could see delayed or pulled back. Look at arrearages. Appropriations Committee will be pretty heavy handed on those bills that will cost the State. Steve Jepsen, SCAP SJ: Why a budget shortfall? JG: Personal Income Tax, CA Budget very heavily reliant on the very wealthy CA to pay a big bulk of the State Taxes.

Jessica Gauger to Everyone



More info on the causes of the projected state revenue shortfall:  
<https://lao.ca.gov/Publications/Report/4646>  
[#Economic Conditions Weigh on Revenues](#)

PI/AI. 1. AB 32. Outline for State to achieve GHG. Now by 2045 Carbon Neutrality. Attended Little Hoover Commission bec. We felt not getting attn. by Staff re: Biogas as Transportation Fuel. Public Hearing Thursday on ACF Rule. Imperative for Scoping Plan update. We need more broader support for continued use of Biogas until new regulations can be supported. SD be attending in person. National Working Lands need to include soils of CA to get there. They have Gaps on offsets fertilizer production. No support for their data. Open to Biosolids and to have that be acknowledged. Uses of Biogas and recognize benefits of biosolids until ZEV fleets and technology is actually available. Biogas and CNG market needs to be maintained, supported in what we are before go away from it. David Rothbart SCAP, LA San. DR: 1383 and CARB allow Biogas to continue until a new market but yesterday more it was CARB staff saying which trucks so they are NOT understanding the dilemma. We really appreciate Board to direct Staff to allow to continue to use this gas until a market is developed (for ZEV). Very Impt. For CASA members to say please continue biogas and impt. To reach the goals of 1383.

2. CARB ACF How WW sector fits into it and impt. Piece. Continue to use CNG and Biogas as CNG, vehicle fuel for the WW sector. SD to make it as easy as possible is impt. Yesterday at work group 8 commenters and like to get to 10 but recognize it is all day thing. Can just say we support CASA's comments. Public Hearing Dec.15<sup>th</sup>. ZEV by 2027 and we stepping in with have gas incentivized by 1383 until ZEV or NZEV is "Commercially Available" and time to demonstrate gas for fuel cells or hydrogen for vehicle fuel. We still need broader use of biogas or it won't happen to support, implement 1383. DR:



to H v. CNG fuel. Includes what is happening to food waste before and after you get it. Tom Fang, LACSD: Non Fossil Biomethane disincentivize.

6. AB 617 Criteria Pollutants & Toxics Reporting. CASA has Air Toxics subgroup. BAAQMD overview Dec.7. 1700 compounds and see if can narrow down list as move into the quantification step. Over 120 facilities applicable to. 10 MGD+: covered primaries. Less than 5 MGD: uncovered primaries.

7. Adaptation: OPC SLR. CASA tracks 7 items of 80 State Actions by SLR plan. OPC (Ocean Protection Council) quarterly mtgs. Jan. 24 and vulnerability of WW plants. CNRA Lead State Agency on 30x30 CA led by OPC to conserve 6M acres of land .5 million acres coastal waters by 2030. Resilience Planning Across Regional Water Boards different and be aware with coming up permit renewal. Working with Region 3 (central coast). State Water Board SWRCB waiting on Climate Change Preparedness Survey: Drinking Water, WW/Co-digestion, SLR (sea level rise), HAB (harmful algal blooms). Oct.27-28 SWCRB annual Water Quality Coordinating Mtg. Expect to see something soon.

8. US Inflation Reduction Act of 2022: \$27B for GHG emissions reduction fund.

Info. Items/1. Carbon Sequestration meta-analysis. VA Tech Land Applied Biosolids C sequestration. 2. BACT, Large Emergency Diesel Engines greater than 1,000 bhp. Certified Generators come with an auto-shut off that is not wanted by us. Trying to get Tier 4 (some manufactures Tier 2 and retrofit). Tier 4 like cummings and instead source test allow manufacturer test so it will not have this shut off feature. Will EPA approve? This is very important for essential public service and WW sector. Once So Coast (San Joaquin has already accepted compliant generator w/o a shut off feature) then So Coast will advise. Especially imp. For hospitals and any essential public service. 3. Tier 5 Rulemaking by Air Resources Board. Diesel Engine Off-Road Emission Standards workshop tomorrow Dec. 14. CARB has funded several research projects w/SwRI Southwest Research Institute. DR: Emergency Back Up Power. Push by CARB to go to fuel cells, battery back up than generators. DR to work with So Coast, SCAP look at a PIM not a fuel cell. If anyone else interested let DR know. If keep looking at Diesel generators and not something cleaner then best to show.

###



## BOARD MEMBER MEETING ATTENDANCE REQUEST

Date: \_\_\_\_\_ Name: \_\_\_\_\_

I would like to attend the \_\_\_\_\_ Meeting  
of \_\_\_\_\_

To be held on the \_\_\_\_\_ day of \_\_\_\_\_ from \_\_\_\_\_ a.m. / p.m. to  
\_\_\_\_\_ day of \_\_\_\_\_ from \_\_\_\_\_ a.m. / p.m.

Location of meeting: \_\_\_\_\_

Actual meeting date(s): \_\_\_\_\_

Meeting Type: (In person/Webinar/Conference) \_\_\_\_\_

Purpose of Meeting: \_\_\_\_\_  
\_\_\_\_\_

Meeting relevance to District: \_\_\_\_\_

Request assistance from Board Secretary to register for Conference: YES NO

Frequency of Meeting: \_\_\_\_\_

Estimated Costs of Travel (if applicable): \_\_\_\_\_  
\_\_\_\_\_

Date submitted to Board Secretary: \_\_\_\_\_

Board approval obtained on Date: \_\_\_\_\_

Please submit this form to the Board Secretary no later than 1 week prior to the Board Meeting.

**1/5/2023**

**BOARD AGENDA ITEM REQUESTS**

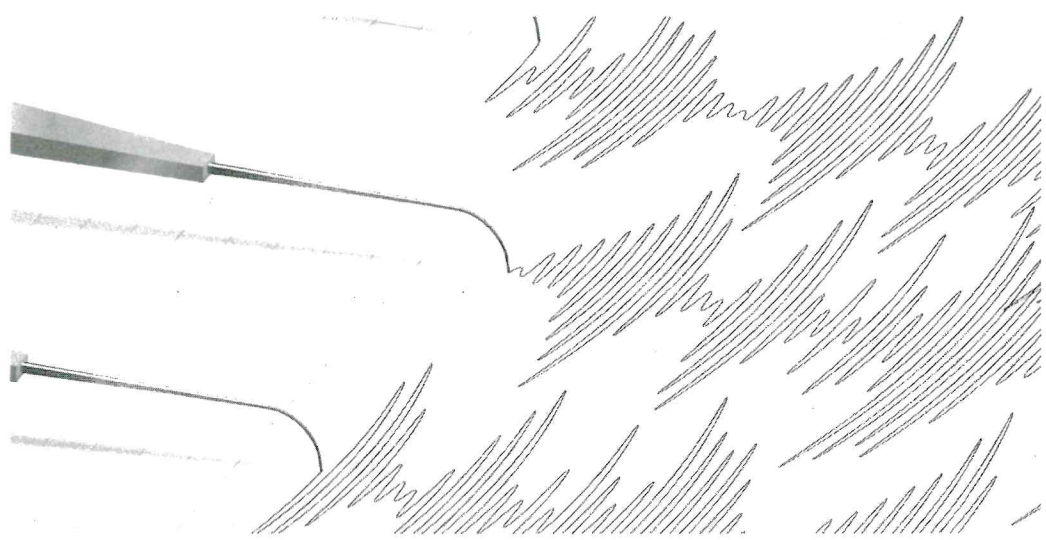
**Agenda Item 8B**

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

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# WHAT DETECTING EARTHQUAKES CAN TEACH US ABOUT PREDICTING MAJOR FLOODS

Nov 30, 2022 | Flooding & Watersheds | 0 🗨️



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Beginning July 12, 2021, a storm that would deliver three days of exceptional rainfall across northern Europe arrived after weeks of summer showers that had rendered soils saturated and river levels brimming. The mid-July storm caused unprecedented destruction across Germany, Belgium, and the Netherlands, although perhaps nowhere worse than western Germany's Ahr Valley, where flash flooding led to at least 189 fatalities and property damages totaling roughly EUR €33 billion (USD \$34 billion) when the Ahr River burst through its banks and inundated the narrow corridor cutting through the Eifel Mountains. The Ahr Valley flood, which began in earnest on the night of July 14, featured peak river discharge rates as high as 1,200 m<sup>3</sup>/s (42,300 ft<sup>3</sup>/s), driving the Ahr River waterline up to 9 m (29.5 ft) above its resting levels in some areas. It is considered the most severe natural disaster to affect Germany in approximately 50 years.

After the flooding dissipated, residents of the decimated town of Ahrweiler told the *Associated Press* that they received only minutes of notice that the flood was approaching and had little detail about its severity, due in part to the small community's reliance on upstream river gauges as its primary warning system. These gauges measured water levels only once every 15 minutes — far too slow to capture an event developing as quickly as the Ahr Valley flood — and were quickly drowned and incapacitated as the river exponentially rose.

covered by a  
statewide or  
regional general  
permit?

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No, my  
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organization is a  
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Geoscientists from the University of Göttingen (Germany) and University of Bonn (Germany) have been studying the Ahr Valley flood since it occurred, searching for untapped sources of information that could have bought residents of Ahrweiler and surrounding communities extra time to protect people and property. In a new study published in *Geophysical Research Letters*, they report an unconventional finding: Using data from stations intended to detect earthquakes could also provide earlier notice of severe flooding on the horizon.

## **SIGNALS IN THE SEDIMENT**

In terms of the ways they affect the planet's surface, major floods are not terribly different than earthquakes, the researchers write. Both phenomena typically transport huge amounts of sediment, for example. Additionally, just as earthquakes tend to distort the slope and orientation of the planet's surface when they occur, the surface also often bows slightly under the immense weight of a large pool of floodwaters.



*In July 2021, a massive storm system caused flooding across northern Europe. Among the hardest areas hit was western Germany's Ahr River Valley, where existing sensors that intended to give locals an early warning of incoming floods quickly failed, leaving residents blindsided. New research finds that sensors intended to measure seismic activity provided clues in the hours leading up to the flood that could have given locals more preparation time. Image courtesy of Harald Funken/Pixabay*

Given that no earthquakes occurred in the days leading up to the Ahr Valley flood, researchers sought to determine whether a seismometer station on the outskirts of Ahrweiler had picked up any indication that an event large enough to cause these types of disruptions was imminent. Focusing on the day of July 14, study authors pored over data on particle motion captured by the Ahrweiler seismometer every 30 seconds in search of abnormalities. They found that, as the Ahr Valley flood moved toward Ahrweiler in a winding path through the valley, the ambient seismic power of typical Ahr River flow modestly waxed and waned before shooting up quickly and suddenly from about 2 to 15 Hz at around 10 p.m. At that point, according to the study, the flood was still slightly more than hour away from Ahrweiler, but it had just entered the seismometer's sensitivity range. At the same time, the seismometer picked up sudden drastic changes in the direction in which sediments were moving as a result of changes in the surface's slope, a pattern that closely followed the arrangement of the Ahr River's channel. In this way, the researchers

were able to use the data to track the flood's location in real-time.

Knowing the seismometer's sensitivity range, its distance from the Ahr River, how the sudden increase in seismic power compared to its typical values, and the path of sediment movement as it changed, a series of calculations enabled the researchers to accurately determine the flood's proximity, speed, and severity. The data also displayed subtle signals as the flood encountered — and broke through — large barriers such as bridges that were swept up in the flow to become damage-causing debris. Researchers managed to estimate debris contents based on momentary fluctuations in movement speed and the location of large structures along the river channel.

"If the data stream from that station had been available and analyzed as our research now shows, essential, real-time information on the magnitude and velocity of the flood would have been available," Michael Dietze, University of Göttingen geoscientist and lead author of the new study, said in a statement.

According to the study, data provided by the seismometer before the Ahr River flood could have offered roughly 30 minutes of extra notice to the residents of Ahrweiler than river gauges alone.

## **PREDICTION POTENTIAL**



While these preliminary results are promising, study authors caution that using seismometers as a warning system for major floods is far from a perfect approach.

For one, as opposed to water-level sensors, they are highly sensitive to background noise that can distort readings and make it difficult to attribute fluctuations to floods with confidence. Researchers stipulate that seismometers will achieve their most useful flood-prediction data when they occupy a physical “sweet spot” — neither too close nor too far away — from a river channel and from where an event ultimately occurs. For another, while the Ahrweiler seismometer was far enough removed from the Ahr River channel to avoid being overwhelmed by the approaching flood, it was still susceptible to damage. Readings from the station suddenly ceased at 11:19 p.m. on July 14 when the flood took out its off-site power supply.

Under the current state of the science, interpreting seismometer data for flood prediction also requires significant human input. However, researchers describe that this analysis process could represent a suitable application for machine learning models that would help bridge the gap between raw data and useful insights more quickly.

Despite these weaknesses, researchers also describe that the approach has noteworthy strengths and can find uses far beyond Ahrweiler. The methods and algorithms described in the team’s study can be

replicated in any river valley containing an appropriately sited seismometer so long as users have a baseline understanding of the local river's normal behavior. If refined, the approach could be particularly useful for mountainous regions of Europe, Dietze described.

"As 10% of Europe's surface area is prone to rapid flooding by rivers confined in valleys, we want to start thinking about new ways of flood early warning," Dietze said. "The current network of water level stations is not enough to be adequately prepared for future events."

According to one part of the team's analysis, while outfitting this 10% of Europe with enough seismometers to constitute a comprehensive flood-warning system would be expensive, it would cost roughly 0.006% of the total cleanup costs associated with the Ahr Valley flood.

Read the full, open-access study, "A Seismic Approach to Flood Detection and Characterization in Upland Catchments," in *Geophysical Research Letters*.

*Top image courtesy of iStock by Getty Images*

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#### **ABOUT THE AUTHOR**

Justin Jacques is editor of *Stormwater Report* and a staff member of the Water Environment Federation (WEF). In addition to writing for WEF's online publications, he also

contributes to *Water Environment & Technology* magazine. Contact him at [jjacques@wef.org](mailto:jjacques@wef.org).

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## Opportunity to Serve Your Community in an Essential Capacity!

You're encouraged to apply for appointment to a vacant seat on the Las Gallinas Valley Sanitary District Board of Directors. The Board makes crucial policy decisions for the District and its facilities, serving over 30,000 customers and fulfilling its environmental and operational mission.

The District provides wastewater collection and treatment, recycled water, and a reclamation area with ponds, a marsh, and public trails, and is involved with solar and biogas power generation.

**Deadline:** A signed hard copy of the completed application must be physically received by the District by 3 p.m. January 6, 2023. The District is not accepting emailed applications. The appointment will be effective until December 2024. The Board seat will be on the November 2024 ballot.

**Questions?** Please contact Teri Lerch, District Secretary at (415) 472-1734.

For more information and the application visit:

[www.lgvsd.org](http://www.lgvsd.org)

## GRIM FISCAL OUTLOOK

# MMWD weighs boost in rates

## Officials fear deficits, depletion of reserves

BY WILL HOUSTON

[WHOUSTON@MARINIJ.COM](mailto:WHOUSTON@MARINIJ.COM)

The Marin Municipal Water District board is considering raising rates for the first time since 2019 in response to sobering financial forecasts.

District staff told the board Monday that unless the agency can find more revenue, the effects of inflation, drought and maintaining the water supply system could deplete reserve funds by mid-2024 and increase budget deficits as high as \$45 million in the coming years.

“We’re facing a really heavy lift here,” board president Larry Russell said during the meeting.

The discussion was the first order of business for the newly organized board, which had a significant change in leadership following the November election.

Water scientist Ranjiv Khush defeated eight-year incumbent Larry Bragman for the Division 3 seat while firefighter Matt Samson defeated 28-year incumbent Jack Gibson for the Division 1 seat. Jed Smith, a venture capital firm executive, was elected to the Division 4 seat previously held by 17-year incumbent Cynthia Koehler, who did not seek reelection. The new board members were sworn in on Monday.

Bret Uppendahl, the district’s finance director, told the board on Monday that the bleak financial forecast stems from decreased water sales during the drought, increased water imports from Sonoma County, inflation and the need to replace aging pipes, tanks and other equipment.

While helping to retain local water supplies, conservation efforts by the 191,000 central and southern residents served by the district also reduced revenue significantly in recent years. Water consumption dropped by more than 20% in the past two years, costing the district an estimated net loss of \$25 million in revenue, staff said.

The district also increased Russian River water imports from Sonoma County during the drought to reduce demand on local reservoirs. This cost the agency \$6 million more than anticipated, Uppendahl said.

The losses and expenses, in combination with other projects and inflation costs, are projected to deplete 60% of district reserves, or \$40 million, by the end of June, Uppendahl said.

If the district continues to operate without any changes, it would face a nearly \$31 million deficit in the 2023-2024 fiscal year, increasing to \$45 million by 2026-2027, Uppendahl said. As a result, he said, the district would “decimate” its discretionary reserves as soon as mid-2024, putting it in a precarious position in the event of an economic downturn or recession.

“That’s only one year away from now, so there is certainly some short-term action we need to take to avoid that,” Uppendahl said.

As part of its forecast, district staff assumed that reduced water sales, increased water imports and inflation effects would continue in the coming years. These pressures — in addition to the need to rebuild reserve funds, begin implementing projects to increase the district’s water supply and pay off debt for repair and maintain existing facilities — could cost \$26 million to \$39 million a year, Uppendahl said.

The district is aiming to restore its reserve fund from about \$23 million to about \$60 million, where it was before the drought. Uppendahl said bolstering reserves is not only needed to provide a financial safety net but also to improve the district’s credit rating, which will be vital to obtain funding for projects.

To cut costs, the district has delayed recruiting for staff positions and deferred maintenance projects to save about \$9 million this year. But

maintaining these cost savings is not sustainable unless the district slashes service levels and project funding, Uppendahl said.

Smith agreed, saying the district has been doing “unnatural things” in recent years to adapt to financial losses, including operating with fewer employees.

“It has a direct impact on morale, it has a direct impact on our ability to do our job and serve our public,” Smith said during the meeting. “It could be dire where we are, but this is significant and although we call this savings, the costs are significant as well.”

District board members and staff said they favor obtaining state and federal grants to chip away at some of the costs. At the same time, the district is studying potential changes to its water rates and various fixed fees for the first time since 2019.

“No organization can withstand such a major shift in demand, being a 20% drop in overall water sales, without having some sort of a change,” Uppendahl told the board.

The district plans to hold several public meetings on the proposed changes, with the board set to vote on any rate changes in May. Any rate changes would take effect in July.

Some ratepayers called on the board to cover the operating deficits using rate increases and not issuing bonds.

“Ensuring future reliable supply is going to be expensive,” Larkspur resident Ed Jameson told the board. “MMWD’s bonding capacity must be reserved for that purpose.”

Doug Kelly, a board member of the Ross Valley Sanitary District and Central Marin Sanitation Agency, said he would support rate increases to make up for years when the district did not increase rates. The district did not raise rates in 15 of the years from 1990 to 2021, according to a district report.

“I think one of the problems we’ve had in the past is there haven’t been rate increases on a regular basis,” Kelly told the board. “An organization like

MMWD can't operate like that.”

Mimi Willard, president of the Coalition of Sensible Taxpayers, a Marin nonprofit group, said the upcoming study should be an opportunity to redesign rates that “aren't just the status quo rolled forward with inflators.”

Some options could include automatically adding surcharges to rates during drought emergencies and new recreation fees on the Mount Tamalpais watershed for nonresidents, Willard told the board.

Marin Conservation League board member Roger Roberts said the district should not skimp on public outreach to explain why the rate increases are needed. Many of the criticisms the district received during the last rate increase hearings in 2019 were from customers asking why their water bills were increasing when their water use was decreasing, he said.

“Quite frankly, the water district hasn't done a great job at explaining the complexities and the cost structures associated with providing the water that we all use,” Roberts told the board.



## Teresa Lerch

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**From:** Mark Millan <millan@datainstincts.com>  
**Sent:** Monday, December 26, 2022 12:32 PM  
**To:** Undisclosed Recipients  
**Subject:** Marin water agency affirms supply capacity for Northgate housing project -

### **Marin water agency affirms supply capacity for Northgate housing project**

Will Huston, Marin IJ 12/26/22

The Marin Municipal Water District affirmed this month that it has enough water supply to serve a proposed 1,300-apartment development at the Northgate mall in San Rafael without significant impacts on local supplies — even during droughts.

The district Board of Directors voted unanimously to approve the findings of the water supply study requested by the city of San Rafael as part of its review of the Northgate Town Square project. Up to 1,422 apartments could be built on the 45-acre parcel at 5800 Northgate Drive, though the property owner, Merlone Geier Partners, states it only plans to build 1,320.

The water district had not included this project in its latest supply and demand projections submitted to the state in 2020. Given the size of the project, the district was mandated by state law to determine whether its water supplies would be sufficient to serve the new housing.

District staff determined it could meet the demand and that the project would also not cause any significant burdens on supplies during an extreme drought.

“The shortfalls that are currently projected during an extreme drought scenario would not be materially different than what would be experienced without the proposed project,” district engineer Elysha Irish told the board during a meeting on Dec. 13.

If all 1,422 apartments were built, the district estimated the total potable water demand would be about 228 acre-feet per year as of 2045, which would be 0.6% of the district’s projected potable water demand of about 37,686 acre-feet in 2045. An acre-foot of water is about 326,000 gallons.

The demand for potable water supplies would be reduced because the homes will use recycled water for toilets and irrigation supplied by the Las Gallinas Valley Sanitary District. About 51 acre-feet of recycled water would be used by the development as of 2045, which would be about 6% of the 800 acre-feet of recycled water demand the district estimates it will have as of that year, according to the study.

Even if the study had found the district lacked sufficient water to serve the new homes, only the city of San Rafael could decide whether the project would be allowed to proceed.

“It is not the job of a water department to do land-use planning,” board president Larry Russell said during the meeting. “That is a function of the county. Our job is to find the water and provide it.”

The Northgate project is part of a larger debate on whether the county’s water suppliers can meet the demands of significant housing developments being mandated by the state.

The state is requiring Marin to build nearly 14,000 new homes by 2031, which is several times higher than previous state housing mandates.

The attention to these housing mandates has been further heightened by the recent drought, which had put the Marin Municipal Water District at risk of depleting its local reservoir supplies as soon as mid-2022. Most of the district's supply, typically about 75%, is sourced from local reservoirs that are filled by rainfall, while the remaining 25% comes from imported Russian River water.

In response to the drought, the district has been studying potential new water supplies for the past nine months, with the board set to consider recommended options early next year.

District General Manager Ben Horenstein said that the review of new supply options is factoring in state housing mandates and projected growth in the coming decades. Additionally, he said the district will be updating its state-mandated water plan after the county government and local cities approve their housing plans in early 2023.

Roger Roberts, a former Marin Conservation League board member, told the board that the district's water supply forecasts are outdated and rely upon historic trends that climate change is making obsolete.

"The urban water management plan falls far short of dealing with our current situation of potential drought and water shortage," Roberts said.

The relationship between water and housing growth has long been a point of contention in Marin County's history, sometimes to its detriment.

After massive housing developments were proposed to replace some of Marin's natural landscapes in the 1960s and 1970s, residents sought to limit the expansion of water supplies to resist further development. In the early 1970s, Marin voters rejected proposals to add new water supplies and passed a moratorium on new water connections.

Then a historic drought occurred in 1976 and 1977. The district and the 170,000 residents it served were at risk of running out of water within 120 days.

To avoid this, the district undertook a massive, emergency project to construct a pipeline across the Richmond-San Rafael Bridge in 1977 that pumped in Central Valley water. Marin voters then approved the construction of a seventh reservoir, Soulajule Lake, and later expanded Kent Lake in the 1980s. The reservoirs have not been expanded since then.

Nearly 50 years later, the water district was planning to rebuild the bridge pipeline after it forecast it could run out of reservoir supplies by mid-2022. Significant rainfall in late 2021 then nearly refilled the district reservoirs, causing the district serving 191,000 residents to put the pipeline project on hold as it studied other supply options.

In November, Marin voters elected three new members on the water district board who had campaigned on expanding the district's water supply and criticized longtime incumbents for failing to prepare the district's supplies for such an emergency.

Some ratepayers have now called on the newly reorganized board to take a more active role in resisting the state's housing mandates.

"We are being asked to not only pay more for water but also to conserve more water," local resident and Sierra Club committee member Nancy Okada told the board. "I think the public really needs to have you take a stand that we cannot continue to squeeze more water out of our people."

"I think people of this county are actually counting on you as they have in the past to act as a bulwark against irrational planning," local resident Clayton Smith told the board. "And if you're not going to deliver on that, I'm going to tell you — particularly the three new guys on the board — you're going to end up being held to account for this."

More information about the project can be found at [cityofsanrafael.org/northgate-town-square/](http://cityofsanrafael.org/northgate-town-square/).

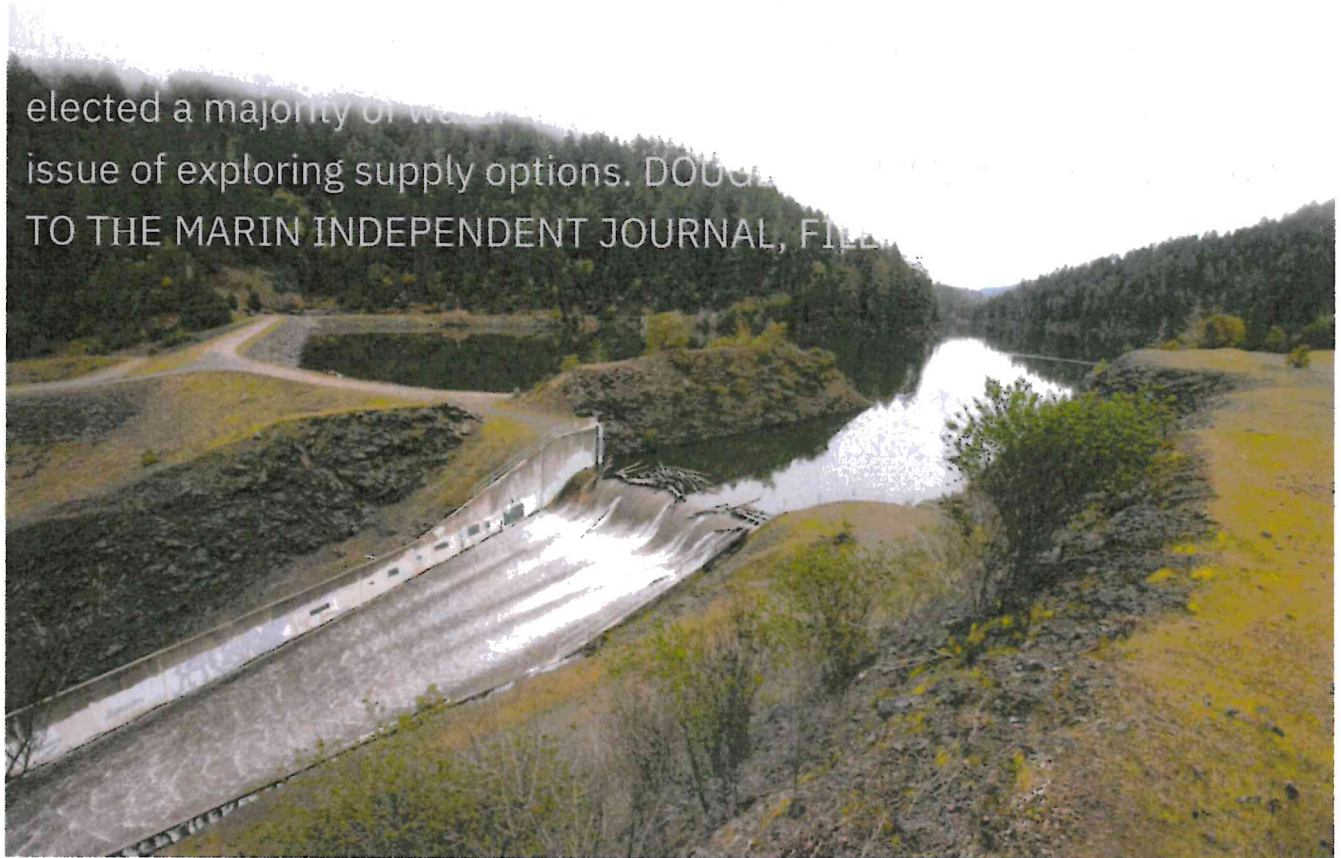
MARIN MUNICIPAL

# Revamped water board looks at supply options

Four proposals presented as ways to meet drought years



The spillway of Soulaajule Reservoir in western Marin in 2021. The Marin Municipal Water District is studying four portfolios of water supply options that will be tested against different drought scenarios of varying intensities. ALAN DEP — MARIN INDEPENDENT JOURNAL, FILE



the district's two-year water supply and criticizing longtime incumbents for failing to prepare for the drought emergency.

Water scientist Ranjiv Khush defeated eight-year incumbent Larry Bragman, while firefighter Matthew Samson defeated 28-year incumbent Jack Gibson. Venture capital firm executive Jed Smith was elected to the seat held by Cynthia Koehler, who did not seek reelection after serving nearly 20 years on the board.

In its regular meeting on Tuesday, the board was presented with four portfolios of water supply options that will be tested against different drought scenarios of varying intensities. The portfolios include:

- Maximize local and regional water supplies. Includes expanding water imports from Sonoma County, enlarging reservoirs, expanding reservoir capacity.
- New local supplies. Includes desalination plants, expansion of recycled water system.
- Diversifying water imports. Includes building a pipeline across the Richmond-San Rafael Bridge to pump in Central Valley water.

- **Low-cost options.** Includes options that cost less than \$2,250 per acre-foot of water produced. Includes conservation program expansion, a brackish desalination plant on the Petaluma River, groundwater banking, adding adjustable gates to reservoir spillways.

After evaluating how each option performs in the different drought scenarios, district staff and consultants from the Jacobs Engineering firm are planning to draft a list of recommended water supply options the board should pursue within the next 12 years.

“We realize it is very unlikely there is a single alternative that will achieve the goals and there will be a balance of alternatives that can meet short-term potential deficits and those that can meet long-term,” district consultant Armin Munevar of Jacobs Engineering said during the meeting.

Ben Horenstein, the district’s general manager, stressed that the portfolios would be used more as an information-gathering tool rather than a bundle of recommended projects among which the board would have to choose.

“The road map isn’t necessarily and likely won’t be selecting one of the portfolios,” Horenstein told the board.

In addition to testing new supply options against droughts, the study is factoring in other criteria such as cost per acre-foot of water, annual water yield, how long it would take to build, reliability during dry years, environmental impacts, legal hurdles and the likelihood of public support.

The four portfolios presented on Tuesday also showed how quickly projects could be implemented. Some options, such as bolstering conservation programs and incentives like turf rebates or creating a connection between the district’s Bon Tempe and Phoenix Lake reservoirs, could occur within the next three years, according to the study. Others such as building a desalination plant in San Pablo Bay near San Rafael are estimated to take between eight to 12 years to complete, but would also likely “generate a substantial amount of new supply,” Munevar told the board.

Board member Smith said that while having a short- to long-term perspective on the projects will be useful, he said the district has yet to set an established goal of how much more water it is seeking to add to its system.

“If you don’t know if you’re shooting for 10,000 acre-feet or 30,000 acre-feet or 2,000 acre-feet, well then it going to be hard to pick something,” Smith said during the meeting.

In a report this year, the Marin County Civil Grand Jury recommended the district add at least 10,000 to 15,000 acre-feet of supply. The Jacobs Engineering study estimates the district could need 3,000 to 11,700 acre-feet of additional water each year to weather prolonged droughts, extreme short-term droughts, natural disasters and increased water demand.

The district’s reservoirs hold about 80,000 acre-feet of water, which is about two years of supply. The district receives about a quarter of its water from Russian River water imports from the Sonoma Water agency, with a capacity to receive about 11,000 acre-feet of water per year.

District staff and consultants are set to release a final report from the study and recommendations in January or February.

More information about the water supply portfolios can be found at [bit.ly/3Wk3nSQ](https://bit.ly/3Wk3nSQ).

## WASTE COLLECTION

# Marin Sanitary Service rates set to rise Jan. 1

BY ADRIAN RODRIGUEZ

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Marin Sanitary Service customers in San Rafael, Larkspur, Ross, San Anselmo, Fairfax and the Las Gallinas Valley Sanitary District will see their waste collection rates go up Jan. 1.

Officials for each jurisdiction held public hearings and approved the rate adjustments over the past two months, according to the San Rafael-based waste hauler.

The rate increases are part of the hauler's service agreements with each jurisdiction and are calculated based on the consumer price index adjustments and other factors, said Garth Schultz, principal of R3 Consulting Group Inc., a waste management consulting firm that produced a rate study.

"Those include adjustments to rate elements for collection, disposal, composting, recycling, compliance with state and local requirements, and adjustments resulting from the COVID-19 pandemic," Schultz said in an email.

Subscriptions have been down during the pandemic, and Marin Sanitary Service also experienced a major outbreak that disrupted operations. More than 40 workers at the company tested positive for COVID-19 in June 2020, the company said.

"The COVID impacts could fill a blue book," said Patty Garbarino, company president. "It's safe to say that we made it through — and all are healthy and well now."

In San Rafael, rates will increase by 7.15% over 2022 levels for all ratepayers in the city. The increase is the highest in the company's service area. For a residential 32-gallon trash bin, the new monthly rate is \$50.19.

The company received forgiveness for its Paycheck Protection Program loan in 2020. However, the company had a shortfall of \$613,327 in 2021 billed revenues, which is affecting the new rates, according to a San Rafael city staff report.

This is also the third and final year of an increase in San Rafael's refuse vehicle impact fees, which are increasing by \$345,667, contributing 1.3% to the overall rate increase, according to the city.

Over the past 10 years, rate hikes for the city have ranged from less than 1% to more than 9%, with the average equaling 4.71% annually. Last year's increase was 2.39% and included an illegal-dumping pilot project, according to a city staff report.

Rates are increasing 5.45% in Larkspur; 6.28% in Ross, 5.89% in San Anselmo; 5.06% in Fairfax; and 6.17% in the Las Gallinas Valley Sanitary District.

All increases apply to residential and commercial properties.

For residential 32-gallon trash bins, that will mean a monthly rate of \$54.04 in Larkspur; \$46.16 in Ross; \$54.30 in San Anselmo; \$47.61 in Fairfax; and \$43.93 in the Las Gallinas Valley Sanitary District.

The Marin County Board of Supervisors is expected to consider a rate adjustment proposal after the new year, Schultz said.



# Birding loop lives up to its name



The Las Gallinas Wildlife Ponds offers a beautiful spot for sunsets.

PHOTO BY EMILY WILLINGHAM

**BY EMILY WILLINGHAM**

**IJ CORRESPONDENT**

It's a region with several names, each reflecting its many uses. Formally, it's the Las Gallinas Valley Sanitary District's Wastewater Treatment Reclamation Project, which the easily recognizable eau de sewage around the parking area confirms. But it's also known as the "Las Gallinas Wildlife Ponds," which is just as accurate, because the area is teeming with life in the wild. And then, more specifically, some of us call it the Las Gallinas

birding area, because much of that wildlife consists of a revolving cast of avian characters that maintain the novelty of every visit.

The attraction of the trails for birders and their human paparazzi is easy to see — both because of the abundance of birds and because of the abundance of people walking around with giant telephoto lenses, especially during the crepuscular “golden hours.” Most evident are the red-winged blackbirds in their season, which flock to the cattails around the edges of the ponds as the sun sinks behind the Marin hills, whistling and calling in a corvid cacophony. Swallows skim the water’s surface, deftly navigating around the swans that favor visitors with graceful courtship dances and comically upturned nethers when they feed.

We are comparatively novice birders, but the diversity at the Las Gallinas ponds is a great way to climb a quick identification learning curve.

The trails around the trio of ponds create a series of loops that can be connected in one two-mile trek or turned into a pair of figure eights that can add at least another mile. Stretching north is a connecting trail atop the levee that leads to the Hamilton wetlands, all part of the Bay Trail. It’s possible to put in some good, flat mileage and dozens of bird species in a there-and-back from Las Gallinas to the Hamilton wetlands, and you can even bring your leashed dogs. But it’s best to keep them close by. Around dusk, we’ve spied several skunks, one of which seemed pretty intent on barring our passage, so that we wisely decided to shift our route. One late evening last June, we also carefully navigated around a swan that had made a nest on the edge of the trail. Swans aren’t the best tempered on a regular day, and we certainly didn’t want to disrupt one mid-nesting. Coyotes are common visitors in nearby fields, occasionally favoring us with their song.

Lately, we’ve had the great good fortune to spy several otters that make their home at the ponds. I startled one emerging from the water’s edge a few weeks ago, drawing from it a surprised, un-otter-like yelp.

We are comparatively novice birders, but the diversity at the Las Gallinas ponds is a great way to climb a quick identification learning curve. Our ever-growing list of sightings is too long to detail completely here, but it includes northern harrier, white-tailed kite, several hawk species, so, so much waterfowl — from teals to mergansers and grebes (they all seem to

hold conventions here), brown and American white pelicans, great and snowy egrets, a green heron pair, warblers, goldfinches and sparrows. And there's a great horned owl that regularly kicks off its evening activities by first settling in the same tree at dusk and hooting to a partner.

The Las Gallinas trails are probably the ones I visit most often in Marin, especially in winter. Their flatness makes them navigable even as the sun sets so early, and the area doesn't close until 10 p.m.

One advantage of living in a place where we can visit our favorite trails again and again is that we experience nature's rhythms. We know where the otters cross the path from one pond to another. We know that some deer make the trek through the water to reach islands in the middle of Pond 1. Rabbits reliably come out to feed under the solar panels that skirt Pond 3. And at sunset, we know where we will hear — and sometimes see — the great horned owl warming up for the night's hunting in its preferred tree.

- Getting there: From 101, take Smith Ranch Road into the McInnis Park area. Turn left at the ball fields, and take the road past them as it winds rightward. The road dead-ends at the Las Gallinas Valley Sanitary District buildings, and there's a parking lot for visitors on the left. When the small lot is full, there is parking along the east side of the road, too. There is a portable toilet at the parking lot. Dogs are allowed, on a leash.

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## MARIN MEMORIAM

# A look back at notable local residents who died in 2022

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Influential and popular fixtures of Marin County life died in 2022, from filmmakers to politicians to activists. Each of them made notable contributions to the history and development of the community through their work and advocacy.

A look back at a few of the local luminaries who died during the year:

## January

Asma Eschen, Jan. 6: A San Rafael resident and longtime board member of Afghans4Tomorrow, an advocacy group for Afghan citizens. She also co-founded the Bare Root tree project in partnership with the First Presbyterian Church of San Anselmo and co-founded the nonprofit Equity Works, which produces and sponsors human rights curricula. She was 66.

Libby Cater, Jan. 7: A nationally recognized women's rights activist who served as special assistant to first lady Lady Bird Johnson and was appointed as assistant executive director of the President's Commission on Women by President Jimmy Carter. She was 96.

Carlos Williams, Jan. 13: A Marin City public figure who was instrumental in the renaming of the Sir Francis Drake High School after his Olympian father, Archie Williams. He was 59.

David Hellman, Jan. 19: An attorney and San Rafael resident who served as a member of the Marin County Board of Education for 28 years. He was 74.

## February

Sheila Benson, Feb. 23: Chief film critic at the Los Angeles Times from 1981 to 1991 and a former writer at the Pacific Sun. She died at age 91 in Seattle.

Richard Breiner, Feb. 26: A San Rafael lawyer who served as a county judge for 20 years and was the first recipient of the Marin County Bar Association's lifetime achievement award. He was 86.

## March

John Korty, March 9: An Oscar-winning filmmaker from Point Reyes Station known for his affiliation with the rise of the Bay Area filmmaking scene known as the "New Hollywood." He was 85.

## April

Jim Dines, April 12: A financial analyst and writer from Tiburon who advocated for investment in precious metals via his publication the Dines Letter. He was 90.

Crawford Cooley, April 16: A North Bay rancher and former director of the Marin Agricultural Land Trust, known for his philanthropic work with the Buck Institute for Research on Aging. He was 96.

## May

Bob Long, May 29: A former Strawberry Recreation District board member and a half-century volunteer for the Dipsea race, known as the unofficial "Mayor of Strawberry." He was 85.

Sean Thackrey, May 30: A Bolinas resident known for his innovative and unconventional methods of winemaking. He was 79.

## June

Phyllis Metcalfe, a Corte Madera planning commissioner and consultant known as a longtime fixture in county politics. She was 78.

Kit Cole, June 20: A prominent financial services executive in Marin who specialized in financial services for women. She was 81.

## July

Dick Swanson, July 19: A former Mill Valley councilmember, mayor and planning commissioner known, for his community service work. He was 78.

## October

Bruce Arnold, a Novato resident best known as the chief songwriter and singer of the soft-rock band Orpheus and husband of supervisor Judy Arnold. He was 76.

## November

Jim Grossi, Nov. 4: An engineer and West Marin rancher, who was appointed to the North Marin Water District board in 2017 and elected in 2018 to a four-year term. He was 76.

Judy Schriebman, Nov. 20: An environmentalist and Las Gallinas Valley Sanitary District board member from San Rafael who helped found the Watershed Alliance of Marin. She was 67.

Chip Thompson, Nov. 26: A former Marin resident and journalist who served as editor of the Red Bluff Daily News in Tehama County.