



101 Lucas Valley Road, Suite 300  
San Rafael, CA 94903  
Tel.: 415-472-1734  
Fax: 415-499-7715  
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**

**December 1, 2022**

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 December 1, 2022 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 the Board Secretary (tlerch@lgsd.org ) by 5:00 pm on Wednesday, November 30, 2022. In addition, Persons wishing to address the Board verbally must contact the Board Secretary, by email ([tlerch@lgsd.org](mailto:tlerch@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/87140620864>**

**OR**

**By teleconference at: +16699009128 Meeting ID: Meeting ID: 871 4062 0864**

**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 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. ELECTION RESULTS – SWEARING IN OF BOARD MEMBERS**

Board Members Clark, Ford and Yezman will be officially sworn in for their four-year terms as Directors.

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 November 17, 2022
- B. Approve the Warrant List for December 1, 2022
- C. Approve Murray attending the EESI Climate Summit Recap Webinar on December 2, 2022
- D. Approve Murray attending the CASA Winter Conference January 25-27 in Palm Springs
- E. Approve 1 Year Contract with Hanford ARC for Lower Miller Creek Revegetation Maintenance Requirements
- F. Approve Resolution 2022-2290 Board Policy F-140 Donation Policy

Possible expenditure of funds: Yes, Item B through E.

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

4:20 PM

**4. INFORMATION ITEMS:**

**STAFF/CONSULTANT REPORTS:**

1. General Manager's Report – verbal
2. Letter of Commitment as Participating Jurisdiction in Marin County Multijurisdictional Hazard Mitigation Planning - written
3. Board Policy Review – F-130 Disposal of Surplus Equipment and Property - Written

4:40 PM

**5. RECORDS RETENTION BOARD POLICY F-110 AND RESOLUTION 2022-2291**

Diane Gladwell from Gladwell Governmental Services will review the updated LGVSD Records Retention Policy, District Retention Schedules and Policy Resolution with the Board.

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- 5:10 PM 6. APPROVAL OF POWER PURCHASE AGREEMENT WITH FOREFRONT POWER AND SET PUBLIC HEARINGS PER GOVERNMENT CODE 4217**  
Board to review Power Purchase Agreement (PPA) with ForeFront Power and set Public Hearings.
- 6:10 PM 7. NOTIFICATION REGARDING VACANCY ON THE BOARD**  
Notification to the Board regarding the passing of former Board Director and President, Judy Schriebman. Board to discuss and approve the process to fill the vacancy. Board to consider all appropriate actions regarding the passing of Board President Schriebman.
- 6:25 PM 8. 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
- 6:20 PM 9. BOARD REQUESTS:**
- A. Board Meeting Attendance Requests – Verbal
  - B. Board Agenda Item Requests – Verbal
- 6:25 PM 10. VARIOUS INDUSTRY RELATED ARTICLES**
- 6:30 PM 11. ADJOURNMENT**

**FUTURE BOARD MEETING DATES: DECEMBER 15, 2022 AND JANUARY 5, 2023**

|                  |                                      |                            |
|------------------|--------------------------------------|----------------------------|
| AGENDA APPROVED: | Crystal Yezman, Board Vice-President | David Byers, Legal Counsel |
|------------------|--------------------------------------|----------------------------|

**CERTIFICATION:** I, Teresa Lerch, Board Secretary of the Las Gallinas Valley Sanitary District, hereby declare under penalty of perjury that on or before November 28, 2022 4:00 p.m., I posted the Agenda for the Board Meeting of said Board to be held by Zoom December 1, 2022, at the District Office, located at 101 Lucas Valley Road, Suite 300, San Rafael, CA.

DATED: November 28, 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

**12/1/2022**

**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.**

### Certificate of Appointment In-Lieu of Election and Oath of Office

STATE OF CALIFORNIA

County of Marin

I, Lynda Roberts, Registrar of Voters of Marin County, having jurisdiction over the conduct of the Statewide General Election held on the 8th day of November 2022, do hereby certify that

**MEGAN CLARK**

is nominated and to be appointed in-lieu of election, and will take office and serve a 4-year term exactly as if elected, to the office of **Director, Las Gallinas Valley Sanitary District.**

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal on this 21st day of November, 2022

si *Lynda Roberts* - Registrar of Voters



STATE OF CALIFORNIA

County of Marin

### OATH OF OFFICE

I, **MEGAN CLARK**, do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution for the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Director, Las Gallinas Valley Sanitary District

NAME OF OFFICE

\_\_\_\_\_  
SIGNATURE OF APPOINTEE AS REQUIRED BY EC SECTION 200

\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
SIGNATURE OF PERSON ADMINISTERING OATH

\_\_\_\_\_  
TITLE OF PERSON ADMINISTERING OATH

Before taking office, each member must take and subscribe to the Oath of Office before a governing board member, other school officer, state or county officer, judicial officer or notary public, to be filed with the County Clerk/Registrar of Voters. (Gov. Code 1360-1369)

**Certificate of Appointment In-Lieu of Election  
and Oath of Office**

STATE OF CALIFORNIA

*County of Marin*

*I, Lynda Roberts, Registrar of Voters of Marin County, having jurisdiction over the conduct of the  
Statewide General Election held on the 8th day of November 2022, do hereby certify that*

**RON FORD**

*is nominated and to be appointed in-lieu of election, and will take office  
and serve a 4-year term exactly as if elected, to the office of  
Director, Las Gallinas Valley Sanitary District.*

*IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal on this 21st day of November, 2022*

*si Lynda Roberts - Registrar of Voters*



STATE OF CALIFORNIA

*County of Marin*

**OATH OF OFFICE**

*I, RON FORD, do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution for the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

**Director, Las Gallinas Valley Sanitary District**

NAME OF OFFICE

\_\_\_\_\_ day of \_\_\_\_\_, 2022

SIGNATURE OF APPOINTEE AS REQUIRED BY EC SECTION 200

SIGNATURE OF PERSON ADMINISTERING OATH

TITLE OF PERSON ADMINISTERING OATH

Before taking office, each member must take and subscribe to the Oath of Office before a governing board member, other school officer, state or county officer, judicial officer or notary public, to be filed with the County Clerk/Registrar of Voters (Gov. Code 1360-1369)

**Certificate of Appointment In-Lieu of Election  
and Oath of Office**

STATE OF CALIFORNIA

*County of Marin*

*I, Lynda Roberts, Registrar of Voters of Marin County, having jurisdiction over the conduct of the Statewide General Election held on the 8th day of November 2022, do hereby certify that*

**CRYSTAL YEZMAN**

*is nominated and to be appointed in-lieu of election, and will take office  
and serve a 4-year term exactly as if elected, to the office of  
Director, Las Gallinas Valley Sanitary District.*

*IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal on this 21st day of November, 2022*

*si*  - Registrar of Voters



STATE OF CALIFORNIA

*County of Marin*

**OATH OF OFFICE**

*I, CRYSTAL YEZMAN, do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution for the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

**Director, Las Gallinas Valley Sanitary District**

NAME OF OFFICE

\_\_\_\_\_, \_\_\_\_\_ day of \_\_\_\_\_, 2022  
SIGNATURE OF APPOINTEE AS REQUIRED BY EC SECTION 200

\_\_\_\_\_  
SIGNATURE OF PERSON ADMINISTERING OATH

\_\_\_\_\_  
TITLE OF PERSON ADMINISTERING OATH

Before taking office, each member must take and subscribe to the Oath of Office before a governing board member, other school officer, state or county officer, judicial officer or notary public, to be filed with the County Clerk/Registrar of Voters. (Gov. Code 1360-1369)



**MEETING MINUTES OF NOVEMBER 17, 2022**

THE BOARD OF DIRECTORS AND STAFF OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION BY ZOOM CONFERENCE ON NOVEMBER 17, 2022 AT 4:01 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:** Judy Schriebman
- STAFF PRESENT:** Curtis Paxton, General Manager; Teresa Lerch, Board Secretary; Dale McDonald, District Treasurer;
- OTHERS PRESENT:** Patrick Richardson, District Counsel; Gregory Ramirez, IDEA; Colleen Haley, CSDA;
- ANNOUNCEMENT:** Vice President Yezman announced that the agenda had been posted as evidenced by the certification on file in accordance with the law

**ACTION:**

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT ADJOURNED TO CLOSED SESSION ON NOVEMBER 17, 2022, AT 4:04 PM, BY ZOOM CONFERENCE AND AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, CONFERENCE ROOM, SAN RAFAEL, CALIFORNIA.

Lerch and Colleen Haley left at 4:04 pm.

**CLOSED SESSION:**

**CONFERENCE WITH LABOR NEGOTIATOR** – Agency designated representative: Gregory Ramirez IDEA; Employee organization: IUOE Local 3: pursuant to Government Code Section 54957.6

**ADJOURNMENT:**

**ACTION:**

The Board of Directors of the Las Gallinas Valley Sanitary District reconvened the Regular Session on November 17, 2022 at 4:26 pm.

- BOARD MEMBERS PRESENT:** Megan Clark, Ron Ford, Craig Murray, and Crystal Yezman
- STAFF PRESENT:** Curtis Paxton, General Manager; Dale McDonald, District Treasurer; Teresa Lerch, Board Secretary, Mel Liebmann, Plant Manager; Mike Cortez, District Engineer; Greg Pease, Collection/Maintenance/Safety Manager
- OTHERS PRESENT:** Colleen Haley SDLF; Justin Wilcock, Patty Garbarino Jason Rawley from Marin Sanitary Service; Garth Schultz from R3 Consulting; Shawn Koorn, HDR;
- PUBLIC COMMENT:** None.

**REPORT ON CLOSED SESSION:** Vice President Yezman reported that there were no reportable actions in Closed Session. Board gave direction to staff.

**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 November 3, 2022
- B. Approve the Warrant List for November 17, 2022
- C. Approve Board Compensation for October 2022
- D. Approve Clark attending CSDA Webinar Special Districts and Next Door on November 29
- E. Approve Murray attending CalRecycle SB 1383 Chat Webinar November 16
- F. Approve Resolution 2022-2287 Remote Meetings
- G. Approve Resolution 2022-2288 B-130 Conflict of Interest
- H. Approve Resolution 2022-2289 Ratification of Side Letter Emergency Response

Items E and F were discussed. Murray requested item E be removed from the consent calendar.

**ACTION:**

Board approved (M/S Ford/Clark 4-0-1-0) the Consent Calendar items A through D and F through H.

AYES: Clark, Ford, Murray and Yezman

NOES: None

ABSENT: Schriebman

ABSTAIN: None

**3. INFORMATION ITEMS:**

**STAFF / CONSULTANT REPORTS:**

- 1. Special Districts Leadership Foundation (SDLF) Transparency Award Presentation – Colleen Haley from SDLF presented the SDLF District Transparency Certificate of Excellence Award to the Board – written
- 2. General Manager's Report - Paxton reported
- 3. Board Policy Review – B-140 Board Meetings and F-140 Donation Policy – Discussion ensued. Board approved F-140 as written and would like to bring B-140 back to a future Board meeting.
- 4. Department Reports – Collections Department – Pease reported
- 5. Department Reports – Operations Department – Liebmann reported

**4. REVIEW OF THE GARBAGE AND REFUSE RATE FOR 2023 AND SET PUBLIC HEARING FOR ORDINANCE 190**

Garth Schultz from R3 Consulting did a presentation on the rate application submitted by Marin Sanitary Service. Jason Rawley, Patty Garbarino and Justin Wilcock from Marin Sanitary Service answered questions from the Board. Discussion ensued. Yezman requested that a discussion of the franchise fees be brought back to a future Board meeting.

**ACTION:**

Board approved (M/S Ford/Clark 4-0-1-0) setting a Public Hearing for the Marin Sanitary Service Refuse Rate Adjustment for 2023 on December 15, 2022.

AYES: Clark, Ford, Murray and Yezman

NOES: None

ABSENT: Schriebman

ABSTAIN: None

**5. RECEIVE SEWER CAPITAL FACILITIES CHARGE STUDY REPORT AND ADOPT RESOLUTION 2022-2290 AMENDING THE MISCELLANEOUS FEE SCHEDULE**

Shawn Koorn from HDR Engineering presented the Sewer Capital Facilities Charge Study Report to the Board. Discussion ensued. This item will be brought back to a future Board meeting.

**6. BOARD MEMBER REPORTS**

1. CLARK

- a. NBWA Board Committee –no report
- b. NBWA Conference Committee – no report
- c. 2022 Operations Control Center Ad Hoc Committee – no report
- d. Other Reports- none

2. FORD

- a. NBWRA – no report
- b. Gallinas Watershed Council– no report
- c. 2022 STPURWE Engineering Ad Hoc Committee – no report
- d. 2022 Operations Control Center Ad Hoc Committee – no report
- e. 2022 Human Resources Ad Hoc Committee –no report
- f. Marin County Special Districts Association – no report
- g. 2022 McInnis Marsh Ad Hoc Committee – verbal report
- h. Other Reports – none

3. MURRAY

- a. Marin LAFCO – no report
- b. CASA Energy Committee– no report
- c. 2022 Biosolids Ad Hoc Committee – no report
- d. Other Reports – CARB Board meeting – verbal report

4. SCHRIEBMAN - absent

- a. JPA Local Task Force– no report
- b. Gallinas Watershed Council – no report
- c. Other Reports- none

5. YEZMAN

- a. Flood Zone 7– no report
- b. CSRMA – no report
- c. Marin Special District Association – verbal report
- d. 2022 STPURWE Engineering Ad Hoc Committee– no report
- e. 2022 Legal Services Ad Hoc Committee – no report
- f. 2022 Biosolids Ad Hoc Committee – verbal report
- g. 2022 McInnis Marsh Ad Hoc Committee- verbal report
- h. Other Reports–none

**7. BOARD REQUESTS:**

- A. Board Meeting Attendance Requests – none.
- B. Board Agenda Item Requests – none.

**8. VARIOUS INDUSTRY ARTICLES**

Discussion ensued.

**9. ADJOURNMENT:**

**ACTION:**

Board approved (M/S Murray/Ford 4-0-1-0) the adjournment of the meeting at 6:36 p.m.

AYES: Clark, Ford, Murray and Yezman.

NOES: None

ABSENT: Schriebman

ABSTAIN: None

The next Board Meeting is scheduled for December 1, 2022 4 PM by Zoom Meeting at the District Office.

ATTEST:

\_\_\_\_\_  
Teresa Lerch, District Secretary

APPROVED:

\_\_\_\_\_  
Crystal Yezman, Vice-President

SEAL

Agenda Item 3B  
Date December 1, 2022

Las Gallinas Valley Sanitation District  
Warrant List 12/01/2022 DRAFT

|    | Date      | Num  | Vendor                            | Original Amount | Addition and Adjustment | Total Amount | Description for items   |
|----|-----------|------|-----------------------------------|-----------------|-------------------------|--------------|---|
| 1  | 12/1/2022 | EFT1 | ADP Payroll                       | 0.00            |                         | 0.00         | 12/02/2022 Payroll & Processing Charges   |
| 2  | 12/1/2022 | N/A  | All Star Rents                    | 74.54           |                         | 74.54        | Propane used with Rental Equipment  |
| 3  | 12/1/2022 | ACH  | Alliant Insurance Services        | 29,412.83       |                         | 29,412.83    | STPURWE- Builders Risk Insurance through 12/23/2022   |
| 4  | 12/1/2022 | N/A  | Aramark Uniform Service           | 799.53          |                         | 799.53       | Uniform Laundry Service w/e 11/07, 11/14 & 11/21  |
| 5  | 12/1/2022 | N/A  | ArcSine Engineering               | 19,138.90       |                         | 19,138.90    | SCADA Support Services- Oct   |
| 6  | 12/1/2022 | N/A  | AT&T                              | 428.88          |                         | 428.88       | Phone Lines at Pumps Stations- 11/7 - 12/6  |
| 7  | 12/1/2022 | EFT2 | Bank of Marin                     | 27,723.45       |                         | 27,723.45    | Recycled Water Loan Payment-Dec   |
| 8  | 12/1/2022 | EFT  | Bank of Marin Cardmember Services | 23,847.42       |                         | 23,847.42    | Credit Card Purchases - 10/6 - 11/3   |
| 9  | 12/1/2022 | ACH  | Bellecci & Associates             | 2,016.00        |                         | 2,016.00     | Professional Inspection Services  |
| 10 | 12/1/2022 | EFT  | CalPERS 475 Plan                  | 7,664.46        |                         | 7,664.46     | EE's Contribution to Deferred Comp. Paydate 11/18/2022  |
| 11 | 12/1/2022 | EFT  | CalPERS Health                    | 47,942.78       |                         | 47,942.78    | CalPERS Health- Active & Employer Retiree Share -Dec  |
| 12 | 12/1/2022 | EFT  | CalPERS Retirement                | 23,605.60       |                         | 23,605.60    | EE & ER Payment to Retirement- Paydate 11/18/2022   |
| 13 | 12/1/2022 | ACH  | Caltest                           | 2,390.20        |                         | 2,390.20     | Outside Lab Testing   |
| 14 | 12/1/2022 | N/A  | Cental Marin Sanitation Agency    | 5,746.54        |                         | 5,746.54     | FOG Program Inspections   |
| 15 | 12/1/2022 | N/A  | Cresco Equipment Rentals          | 4,870.10        |                         | 4,870.10     | PSPS Generator Rentals  |
| 16 | 12/1/2022 | ACH  | Custom Tractor Service            | 38,990.40       |                         | 38,990.40    | Reclamation Disking, Irrigation, Mowing.  |
| 17 | 12/1/2022 | EFT  | Direct Dental                     | 2,812.42        |                         | 2,812.42     | Dental Payment  |
| 18 | 12/1/2022 | N/A  | ESA                               | 3,077.50        |                         | 3,077.50     | Flood Protection Plan Scoping- Sept   |
| 19 | 12/1/2022 | ACH  | Fastenal                          | 1,673.56        |                         | 1,673.56     | Misc. Bulk Supplies   |
| 20 | 12/1/2022 | N/A  | Goto, Makio                       | 112.00          |                         | 112.00       | Low Income Sewer Rate Assistance Program  |
| 21 | 12/1/2022 | ACH  | Grainger                          | 4,407.53        |                         | 4,407.53     | Misc. Supplies  |
| 22 | 12/1/2022 | ACH  | H2O Innovation                    | 51,438.70       |                         | 51,438.70    | STPURWE- Bio-Wheel Trunnion & Stub Axle Assemblies  |
| 23 | 12/1/2022 | N/A  | Hardiman Construction             | 10,000.00       |                         | 10,000.00    | Sewer Lateral Assistance Program- 5 Cresthaven Drive  |
| 24 | 12/1/2022 | ACH  | Harrington Process Solutions      | 466.01          |                         | 466.01       | Gauge Guard   |
| 25 | 12/1/2022 | N/A  | Jaycox Construction               | 183,234.86      |                         | 183,234.86   | CNG Fueling Station Repair @ Smith Ranch PS   |
| 26 | 12/1/2022 | N/A  | JC Tree Care & Landscaping        | 250.00          |                         | 250.00       | Bird Nest Assessment on Valley Oak Tree @ Merrydale PS  |
| 27 | 12/1/2022 | N/A  | JDB Systems                       | 3,333.45        |                         | 3,333.45     | Replace and test isolation meter @ Captain's Cove. Install test flow meter at F5. Plant flow meter calibrations |
| 28 | 12/1/2022 | N/A  | Jefferson Security                | 90.00           |                         | 90.00        | Admin. & Lab Alarm Updates  |
| 29 | 12/1/2022 | ACH  | Kennedy Jenks                     | 10,106.20       |                         | 10,106.20    | Integrated Wastewater Master Plan Phase 2   |

| Las Gallinas Valley Sanitation District<br>Warrant List 12/01/2022 DRAFT |           |     |  |                 |                         |              |  |
|--|-----------|-----|--|-----------------|-------------------------|--------------|--|
|  | Date      | Num | Vendor                                 | Original Amount | Addition and Adjustment | Total Amount | Description for items                              |
| 30   | 12/1/2022 | ACH | Kleinfelder                            | 1,747.00        |                         | 1,747.00     | STPURWE- Compaction Testing on Paving              |
| 31   | 12/1/2022 | N/A | Lecouturier, Renee                     | 112.00          |                         | 112.00       | Low Income Sewer Rate Assistance Program           |
| 32   | 12/1/2022 | N/A | Liebert Cassidy Whitmore               | 922.50          |                         | 922.50       | Legal Advice- Oct                                  |
| 33   | 12/1/2022 | ACH | Marin Independent Journal              | 700.00          |                         | 700.00       | ROP Advertising                                    |
| 34   | 12/1/2022 | N/A | Marin/Sonoma Mosquito & Vector Control | 2,366.66        |                         | 2,366.66     | Mosquito Control @ Ponds - Oct.                    |
| 35   | 12/1/2022 | N/A | McMaster-Carr                          | 685.52          |                         | 685.52       | Misc. Fittings, Curved Wedge                       |
| 36   | 12/1/2022 | N/A | Miksis Services                        | 6,555.00        |                         | 6,555.00     | STPURWE- Vacuum Out Grit Chamber in Aeration Basin |
| 37   | 12/1/2022 | ACH | Moore, Don                             | 1,239.42        |                         | 1,239.42     | WEF Conference Reimbursement                       |
| 38   | 12/1/2022 | N/A | Operating Engineers                    | 680.24          |                         | 680.24       | Union Dues Paydate 11/18                           |
| 39   | 12/1/2022 | ACH | Orion Protection Services              | 353.20          |                         | 353.20       | Nightly Patrol at Plant -Dec                       |
| 40   | 12/1/2022 | N/A | Pacific Gas & Electric                 | 2,384.25        |                         | 2,384.25     | Electricity @ Pump Stations - 9/19 - 10/17         |
| 41   | 12/1/2022 | N/A | Platt Electric                         | 145.30          |                         | 145.30       | Misc. Supplies                                     |
| 42   | 12/1/2022 | ACH | Regional Government Services           | 1,824.75        |                         | 1,824.75     | Contracted Financial Services for Oct              |
| 43   | 12/1/2022 | N/A | Sitzmann, Maureen                      | 112.00          |                         | 112.00       | Low Income Sewer Rate Assistance Program           |
| 44   | 12/1/2022 | EFT | Sunlife Financial                      | 3,499.71        |                         | 3,499.71     | EE's AD&D, Disability and Life Insurance-Dec       |
| 45   | 12/1/2022 | ACH | Terry Berry                            | 332.09          |                         | 332.09       | Buchholz 20-Year Service Gift                      |
| 46   | 12/1/2022 | N/A | United Site Services                   | 692.43          |                         | 692.43       | Porta Potties                                      |
| 47   | 12/1/2022 | ACH | Univar                                 | 11,045.18       |                         | 11,045.18    | Sodium Hypochlorite & Sodium Bisulfite             |
| 48   | 12/1/2022 | EFT | Vision Service Plan                    | 542.25          |                         | 542.25       | Vision Payment- Dec                                |
| 49   | 12/1/2022 | N/A | Ca State Water Resources Control Board | 4,250.00        |                         | 4,250.00     | ELAP Annual Accreditation Fee- 2023                |
| 50   | 12/1/2022 | N/A | Water Components & Building Supply     | 1,586.31        |                         | 1,586.31     | Misc. Supplies                                     |
| 51   | 12/1/2022 | N/A | WRA                                    | 3,412.14        |                         | 3,412.14     | Lower Miller Creek Monitoring- Oct                 |
| 52   | 12/1/2022 | ACH | Yezman, Crystal                        | 717.20          |                         | 717.20       | WaterReuse Conference- Flight Reimbursement        |

**Las Gallinas Valley Sanitation District  
Warrant List 12/01/2022 DRAFT**

|  | Date | Num | Vendor | Original Amount | Addition and Adjustment | Total Amount | Description for items |
|--|------|-----|--------|-----------------|-------------------------|--------------|-----------------------|
|--|------|-----|--------|-----------------|-------------------------|--------------|-----------------------|

Do not change any formulas below this line.

TOTAL \$ 551,559.01 \$ - \$ 551,559.01

|      |   |                      |                      |  |           |
|------|---|----------------------|----------------------|--|-----------|
| EFT1 | EFT1 = Payroll (Amount Required)          | 0.00                 | 0.00                 |  | Approval: |
| 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                       | 255,060.65           | 255,060.65           |  | GM        |
| EFT  | EFT = Vendor initiated "pulls" from LGVSD | 109,914.64           | 109,914.64           |  |           |
| ACH  | ACH = LGVSD initiated "push" to Vendor    | 158,860.27           | 158,860.27           |  |           |
|      | <b>Total</b>                              | <b>\$ 551,559.01</b> | <b>\$ 551,559.01</b> |  |           |

Difference: \$ -

STPURWE Costs 89,153.53

**Las Gallinas Valley Sanitary District**  
**Reconciliation Detail**  
6204 - Credit Card at Elan Financial, Period Ending 11/05/2022

| Type   | Date       | Name                               | Memo   | Amount    | Balance    |
|--|------------|------------------------------------|--|-----------|------------|
| <b>Beginning Balance</b>                     |            |                                    |  |           |            |
| <b>Charges and Cash Advances - 119 items</b> |            |                                    |  |           |            |
| Credit Card                                  | 10/06/2022 | Amazon.com                         | Portable tool box GREG PEASE;                    | -633.64   | -633.64    |
| Credit Card                                  | 10/06/2022 | Panera Bread                       | West Yost Meeting TERESA LERCH;                  | -201.77   | -835.41    |
| Credit Card                                  | 10/06/2022 | ADT Commerical Security            | Security at Plant Gate AMY SCHULTZ;              | -25.00    | -860.41    |
| Credit Card                                  | 10/07/2022 | American Leak Detection            | Irrigation Leak KEVIN M LEWIS;                   | -1,050.00 | -1,910.41  |
| Credit Card                                  | 10/07/2022 | Comcast                            | Business Internet AMY SCHULTZ;                   | -538.23   | -2,448.64  |
| Credit Card                                  | 10/07/2022 | Evoqua Water Technologies, LLC     | Lab supplies SAHAR GOLSHANI;                     | -468.49   | -2,917.13  |
| Credit Card                                  | 10/07/2022 | Restaurants - Specified            | Employee Appreciation Lunch PAM AMATORI;         | -389.09   | -3,306.22  |
| Credit Card                                  | 10/07/2022 | Amazon.com                         | Bug Zapper SAHAR GOLSHANI;                       | -43.69    | -3,349.91  |
| Credit Card                                  | 10/07/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -18.88    | -3,368.79  |
| Credit Card                                  | 10/11/2022 | Amazon.com                         | Ratchet & Socket Sets GREG PEASE;                | -810.67   | -4,179.46  |
| Credit Card                                  | 10/11/2022 | County of Marin Auditor-Controller | Easement Documents YI YING HUANG;                | -632.50   | -4,811.96  |
| Credit Card                                  | 10/11/2022 | Pitney Bowes-0012200537 RENTAL     | Stamp Machine AMY SCHULTZ;                       | -377.78   | -5,189.74  |
| Credit Card                                  | 10/11/2022 | Miscellaneous                      | Mailing parts ANTHONY J SARO JR;                 | -265.15   | -5,454.89  |
| Credit Card                                  | 10/11/2022 | Federal Express                    | Misc. Mailings SAHAR GOLSHANI;                   | -212.98   | -5,667.87  |
| Credit Card                                  | 10/11/2022 | Zoom                               | Online meeting software AMY SCHULTZ;             | -133.99   | -5,801.86  |
| Credit Card                                  | 10/11/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -74.77    | -5,876.63  |
| Credit Card                                  | 10/11/2022 | Safeway                            | Office Supplies PAM AMATORI;                     | -66.11    | -5,942.74  |
| Credit Card                                  | 10/11/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -55.71    | -5,998.45  |
| Credit Card                                  | 10/11/2022 | Call Center Sales                  | After hours answering service AMY SCHULTZ;       | -46.60    | -6,045.05  |
| Credit Card                                  | 10/11/2022 | Miscellaneous                      | WEF Conf Taxi DONALD E MOORE;                    | -43.50    | -6,088.55  |
| Credit Card                                  | 10/11/2022 | Miscellaneous                      | WEF Conf Taxi SAHAR GOLSHANI;                    | -41.00    | -6,129.55  |
| Credit Card                                  | 10/11/2022 | Miscellaneous                      | Scanning for engineering PAM AMATORI;            | -20.48    | -6,150.03  |
| Credit Card                                  | 10/11/2022 | Sonic.net                          | Website Provider AMY SCHULTZ;                    | -19.95    | -6,169.98  |
| Credit Card                                  | 10/11/2022 | Zoom                               | Online meeting software AMY SCHULTZ;             | -14.99    | -6,184.97  |
| Credit Card                                  | 10/11/2022 | Miscellaneous                      | WRF Conf Taxi SAHAR GOLSHANI;                    | -10.10    | -6,195.07  |
| Credit Card                                  | 10/12/2022 | Miscellaneous                      | WEF Conf Hotel hold DONALD E MOORE               | -264.62   | -6,459.69  |
| Credit Card                                  | 10/12/2022 | Amazon.com                         | Bulletin Board for OPS ROBERT M LIEBMANN         | -223.94   | -6,683.63  |
| Credit Card                                  | 10/12/2022 | Miscellaneous                      | WEF Conf Taxi SAHAR GOLSHANI;                    | -26.26    | -6,709.89  |
| Credit Card                                  | 10/12/2022 | Miscellaneous                      | WEF Conf. taxi DONALD E MOORE;                   | -22.00    | -6,731.89  |
| Credit Card                                  | 10/12/2022 | Amazon.com                         | Push Pins ROBERT M LIEBMANN;                     | -5.89     | -6,737.78  |
| Credit Card                                  | 10/13/2022 | Starlink Internet                  | Backup Internet Service ROBERT M LIEBMANN;       | -110.00   | -6,847.78  |
| Credit Card                                  | 10/13/2022 | Amazon.com                         | Mouse, surge protector ROBERT M LIEBMANN;        | -76.45    | -6,924.23  |
| Credit Card                                  | 10/13/2022 | ReadyRefresh                       | Bottled Water Service AMY SCHULTZ;               | -45.95    | -6,970.18  |
| Credit Card                                  | 10/13/2022 | Miscellaneous                      | WEF Conf. Taxi SAHAR GOLSHANI;                   | -41.40    | -7,011.58  |
| Credit Card                                  | 10/13/2022 | Miscellaneous                      | Car Wash Service CURTIS D PAXTON;                | -40.00    | -7,051.58  |
| Credit Card                                  | 10/13/2022 | County of Marin Auditor-Controller | Contract filing AMY SCHULTZ;                     | -31.50    | -7,083.08  |
| Credit Card                                  | 10/14/2022 | Miscellaneous                      | WEF Hotel SAHAR GOLSHANI;                        | -1,543.00 | -8,626.08  |
| Credit Card                                  | 10/14/2022 | Automationdirect                   | Pressure Transmitter CHRIS CAMPBELL;             | -316.10   | -8,942.18  |
| Credit Card                                  | 10/14/2022 | Amazon.com                         | Exhaust Fan Motor GREG PEASE;                    | -207.56   | -9,149.74  |
| Credit Card                                  | 10/14/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -134.92   | -9,284.66  |
| Credit Card                                  | 10/14/2022 | Grainger                           | Corrugated tubing SAHAR GOLSHANI;                | -132.54   | -9,417.20  |
| Credit Card                                  | 10/14/2022 | Grainger                           | Liquid Absorb Pad SAHAR GOLSHANI;                | -78.51    | -9,495.71  |
| Credit Card                                  | 10/14/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -57.85    | -9,553.56  |
| Credit Card                                  | 10/14/2022 | McInnis Park Golf Course           | Lunch Meeting w/ C. DeGabriele CURTIS D PAXTON   | -53.63    | -9,607.19  |
| Credit Card                                  | 10/14/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -39.30    | -9,646.49  |
| Credit Card                                  | 10/14/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -19.65    | -9,666.14  |
| Credit Card                                  | 10/14/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -16.33    | -9,682.47  |
| Credit Card                                  | 10/14/2022 | County of Marin Auditor-Controller | Easement Documents YI YING HUANG;                | -12.50    | -9,694.97  |
| Credit Card                                  | 10/14/2022 | Automationdirect                   | Pressure Transmitter county tax CHRIS CAMPBELL;  | -0.73     | -9,695.70  |
| Credit Card                                  | 10/17/2022 | Miscellaneous                      | WEF Conf Hotel DONALD E MOORE; FOLIO: 000505     | -592.14   | -10,287.84 |
| Credit Card                                  | 10/17/2022 | ACWA                               | ACWA Conference CURTIS D PAXTON;                 | -555.00   | -10,842.84 |
| Credit Card                                  | 10/17/2022 | Miscellaneous                      | Hotel for ACWA Conference CURTIS D PAXTON;       | -363.14   | -11,205.98 |
| Credit Card                                  | 10/17/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -327.74   | -11,533.72 |
| Credit Card                                  | 10/17/2022 | Amazon.com                         | Paxton Bookshelf AMY SCHULTZ;                    | -291.14   | -11,824.86 |
| Credit Card                                  | 10/17/2022 | Amazon.com                         | Socket Drive, Wrench GREG PEASE;                 | -117.94   | -11,942.80 |
| Credit Card                                  | 10/17/2022 | Amazon.com                         | Surge Protector SAHAR GOLSHANI;                  | -37.12    | -11,979.92 |
| Credit Card                                  | 10/17/2022 | Amazon.com                         | Socket Drive GREG PEASE;                         | -29.08    | -12,009.00 |
| Credit Card                                  | 10/17/2022 | Amazon.com                         | Socket drive GREG PEASE;                         | -11.98    | -12,020.98 |
| Credit Card                                  | 10/17/2022 | The Weather Company                | Weather App GREG PEASE;                          | -4.99     | -12,025.97 |
| Credit Card                                  | 10/18/2022 | Terminix                           | Pest Control AMY SCHULTZ;                        | -193.00   | -12,218.97 |
| Credit Card                                  | 10/18/2022 | Zoom                               | Online Meeting Software w/recording AMY SCHULTZ; | -149.90   | -12,368.87 |
| Credit Card                                  | 10/18/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -91.25    | -12,460.12 |
| Credit Card                                  | 10/18/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -88.73    | -12,548.85 |
| Credit Card                                  | 10/18/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -37.55    | -12,586.40 |
| Credit Card                                  | 10/18/2022 | Amazon.com                         | Impact Socket GREG PEASE;                        | -36.16    | -12,622.56 |
| Credit Card                                  | 10/19/2022 | Fisher Scientific Company LLC      | Lab Supplies SAHAR GOLSHANI;                     | -397.42   | -13,019.98 |
| Credit Card                                  | 10/19/2022 | Fisher Scientific Company LLC      | Lab Supplies SAHAR GOLSHANI;                     | -186.72   | -13,206.70 |
| Credit Card                                  | 10/20/2022 | Doodle                             | Scheduling Tool TERESA LERCH;                    | -83.40    | -13,290.10 |
| Credit Card                                  | 10/20/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -16.38    | -13,306.48 |
| Credit Card                                  | 10/20/2022 | Miscellaneous                      | Transfer fee                                     | -1.66     | -13,308.14 |
| Credit Card                                  | 10/21/2022 | Miscellaneous                      | Wash District Van PAM AMATORI;                   | -34.00    | -13,342.14 |
| Credit Card                                  | 10/24/2022 | Hach Company                       | Lab supplies SAHAR GOLSHANI;                     | -387.91   | -13,730.05 |
| Credit Card                                  | 10/24/2022 | Marin County Ford                  | Service on Lab Truck SAHAR GOLSHANI;             | -191.81   | -13,921.86 |
| Credit Card                                  | 10/24/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -162.91   | -14,084.77 |
| Credit Card                                  | 10/24/2022 | McInnis Park Golf Course           | Lunch Meeting w/C. DeGabriele CURTIS D PAXTON;   | -45.78    | -14,130.55 |
| Credit Card                                  | 10/25/2022 | FLeetio                            | Vehicle Maint. Software GREG PEASE;              | -192.00   | -14,322.55 |
| Credit Card                                  | 10/25/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -34.47    | -14,357.02 |
| Credit Card                                  | 10/26/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -73.60    | -14,430.62 |
| Credit Card                                  | 10/26/2022 | Microsoft                          | Licenses AMY SCHULTZ;                            | -8.00     | -14,438.62 |
| Credit Card                                  | 10/26/2022 | Microsoft                          | Encrypted Email AMY SCHULTZ;                     | -2.00     | -14,440.62 |
| Credit Card                                  | 10/27/2022 | Air Technology                     | Lab Supplies SAHAR GOLSHANI;                     | -535.00   | -14,975.62 |
| Credit Card                                  | 10/27/2022 | Miscellaneous                      | Ops Lunch Meeting AMY SCHULTZ;                   | -418.83   | -15,394.45 |
| Credit Card                                  | 10/27/2022 | Miscellaneous                      | Communication Training ROBERT M LIEBMANN;        | -199.00   | -15,593.45 |
| Credit Card                                  | 10/27/2022 | Amazon.com                         | Printer YI YING HUANG;                           | -96.13    | -15,689.58 |
| Credit Card                                  | 10/27/2022 | Amazon.com                         | Rechargeable Flashlight ROBERT M LIEBMANN;       | -39.41    | -15,728.99 |
| Credit Card                                  | 10/27/2022 | Amazon.com                         | Office Supplies PAM AMATORI;                     | -25.21    | -15,754.20 |
| Credit Card                                  | 10/28/2022 | Miscellaneous                      | Taylor Lock KEVIN M LEWIS;                       | -867.36   | -16,621.56 |
| Credit Card                                  | 10/28/2022 | Grainger                           | Lab Supplies SAHAR GOLSHANI;                     | -287.68   | -16,909.24 |



**Las Gallinas Valley Sanitary District**  
**Reconciliation Detail**  
6204 - Credit Card at Elan Financial, Period Ending 11/05/2022

| Type                                   | Date       | Name                                  | Memo   | Amount            | Balance           |
|--|------------|---------------------------------------|--|-------------------|-------------------|
| Credit Card                            | 10/28/2022 | Comcast                               | Internet @ Pump Station AMY SCHULTZ;         | -240.63           | -17,149.87        |
| Credit Card                            | 10/28/2022 | Miscellaneous                         | Award Frames TERESA LERCH;                   | -37.67            | -17,187.54        |
| Credit Card                            | 10/31/2022 | Dell Marketing LP                     | CPU's for CSO & Conf. room DALE MCDONALD;    | -1,439.91         | -18,627.45        |
| Credit Card                            | 10/31/2022 | Hach Company                          | Lab Supplies SAHAR GOLSHANI;                 | -675.42           | -19,302.87        |
| Credit Card                            | 10/31/2022 | Fisher Scientific Company LLC         | Lab Supplies SAHAR GOLSHANI;                 | -531.81           | -19,834.68        |
| Credit Card                            | 10/31/2022 | Dell Marketing LP                     | Monitor DALE MCDONALD;                       | -332.74           | -20,167.42        |
| Credit Card                            | 10/31/2022 | Evoqua Water Technologies, LLC        | Lab Supplies SAHAR GOLSHANI;                 | -325.66           | -20,493.08        |
| Credit Card                            | 10/31/2022 | Hach Company                          | Lab Supplies SAHAR GOLSHANI;                 | -280.59           | -20,773.67        |
| Credit Card                            | 10/31/2022 | Home Depot                            | Cordless Ratchet KEVIN M LEWIS;              | -217.41           | -20,991.08        |
| Credit Card                            | 10/31/2022 | Home Depot                            | Store Purchase Ratchet KEVIN M LEWIS;        | -217.41           | -21,208.49        |
| Credit Card                            | 10/31/2022 | California Water Environment Associat | Annual membership NORMAN ROGERS;             | -200.00           | -21,408.49        |
| Credit Card                            | 10/31/2022 | Miscellaneous                         | Lunch Meeting w/ C. Yezman CURTIS D PAXTON;  | -90.76            | -21,499.25        |
| Credit Card                            | 10/31/2022 | ReadyRefresh                          | Bottled water service AMY SCHULTZ;           | -81.91            | -21,581.16        |
| Credit Card                            | 10/31/2022 | Amazon.com                            | Digital clock for bid opening YI YING HUANG; | -27.28            | -21,608.44        |
| Credit Card                            | 11/01/2022 | California Water Environment Associat | Annual membership MANUEL CARDENAS;           | -200.00           | -21,808.44        |
| Credit Card                            | 11/01/2022 | Hach Company                          | Lab Supplies SAHAR GOLSHANI;                 | -177.85           | -21,986.29        |
| Credit Card                            | 11/02/2022 | Amazon.com                            | Office Supplies PAM AMATORI;                 | -308.78           | -22,295.07        |
| Credit Card                            | 11/02/2022 | CSMFO                                 | Annual Membership DALE MCDONALD;             | -125.00           | -22,420.07        |
| Credit Card                            | 11/02/2022 | Postal Palace                         | Warranty Paperwork CHRIS CAMPBELL;           | -90.25            | -22,510.32        |
| Credit Card                            | 11/02/2022 | Miscellaneous                         | Training Public Hearings TERESA LERCH;       | -47.00            | -22,557.32        |
| Credit Card                            | 11/02/2022 | Treasury Software                     | ACH Software AMY SCHULTZ;                    | -39.95            | -22,597.27        |
| Credit Card                            | 11/02/2022 | ADT Commerical Security               | Gate security @ Plant AMY SCHULTZ;           | -25.00            | -22,622.27        |
| Credit Card                            | 11/03/2022 | Blaklader                             | Rain jacket & pants MANUEL CARDENAS;         | -519.80           | -23,142.07        |
| Credit Card                            | 11/03/2022 | Amazon.com                            | Office Supplies PAM AMATORI;                 | -228.63           | -23,370.70        |
| Credit Card                            | 11/03/2022 | Miscellaneous                         | 2022 CA Plumbing Code YI YING HUANG;         | -226.33           | -23,597.03        |
| Credit Card                            | 11/03/2022 | Marin Recycling HHW                   | Batteries, Bulbs, Etc. ANTHONY J ASARO JR;   | -136.00           | -23,733.03        |
| Credit Card                            | 11/03/2022 | Amazon.com                            | Rubber work boots ROBERT J BUCHHOLTZ;        | -112.55           | -23,845.58        |
| Credit Card                            | 11/03/2022 | Amazon.com                            | Waterproof Bib Pants ROBERT J BUCHHOLTZ;     | -111.46           | -23,957.04        |
| Credit Card                            | 11/03/2022 | Amazon.com                            | Office Supplies PAM AMATORI;                 | -54.40            | -24,011.44        |
| Credit Card                            | 11/03/2022 | Amazon.com                            | DVD Writer Drive YI YING HUANG;              | -28.39            | -24,039.83        |
| Credit Card                            | 11/03/2022 | Fastrak                               | District Vehicle Tolls AMY SCHULTZ;          | -25.00            | -24,064.83        |
| <b>Total Charges and Cash Advances</b> |            |                                       |  | <b>-24,064.83</b> | <b>-24,064.83</b> |
| <b>Payments and Credits - 4 items</b>  |            |                                       |  |                   |                   |
| Credit Card                            | 10/07/2022 | Amazon.com                            | Return of Office Supplies PAM AMATORI;       | 37.04             | 37.04             |
| Credit Card                            | 10/17/2022 | Miscellaneous                         | Hotel hold release WEF Conf DONALD E MOORE;  | 264.62            | 301.66            |
| Bill                                   | 10/28/2022 | Bank of Marin Cardmember Services     | Credit card charges from 9/7-10/5            | 15,977.55         | 16,279.21         |
| Credit Card                            | 10/31/2022 | Home Depot                            | Cordless Ratchet refund KEVIN M LEWIS;       | 217.41            | 16,496.62         |
| <b>Total Cleared Transactions</b>      |            |                                       |  | <b>-7,568.21</b>  | <b>-7,568.21</b>  |
| Cleared Balance                        |            |                                       |  | <b>7,568.21</b>   | <b>23,847.42</b>  |
| Register Balance as of 11/05/2022      |            |                                       |  | <b>7,568.21</b>   | <b>23,847.42</b>  |
| <b>New Transactions</b>                |            |                                       |  |                   |                   |
| <b>Payments and Credits - 1 item</b>   |            |                                       |  |                   |                   |
| Bill                                   | 11/22/2022 | Bank of Marin Cardmember Services     | Credit card charges from 10/6 - 11/3         | 23,847.42         | 23,847.42         |
| <b>Total New Transactions</b>          |            |                                       |  | <b>23,847.42</b>  | <b>23,847.42</b>  |
| <b>Ending Balance</b>                  |            |                                       |  | <b>-16,279.21</b> | <b>0.00</b>       |

AGENDA ITEM 3c  
DATE December 1, 2022



## BOARD MEMBER CONFERENCE/ MEETING/WEBINAR ATTENDANCE REQUEST

Date: 11/22/22 Name: CRAIG K. MURRAY

I would like to attend the CLIMATE SUMMIT RECAP Meeting  
of EESI

To be held on the 2<sup>ND</sup> day of DEC. from 12 a.m. / p.m. to  
2<sup>ND</sup> day of DEC from 130 a.m. / p.m.  
to

Location of meeting: WASH DC

Actual meeting date(s): 12/2/22

Meeting Type: (In person/Webinar/Conference) WEBINAR

Purpose of Meeting: COP 27 UPDATES

Meeting relevance to District: NATURAL CLIMATE SOLUTIONS

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 airfare, taxi and/or shuttles.

Frequency of Meeting: 1x

Estimated Costs of Travel (if applicable): N/A

Date submitted to Board Secretary: 11/22/22

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

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


**Craig Murray**

---

**From:** Daniel Bresette, EESI <eesi@eesi.org>  
**Sent:** Tuesday, November 22, 2022 11:10 AM  
**To:** Craig Murray  
**Subject:** Friday, December 02, Climate Summit Recap: Key Outcomes and What Comes Next

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To view this email as a web page, go [here](#).



Environmental and Energy Study Institute

# Briefing Notice

## Climate Summit Recap: Key Outcomes and What Comes Next


### Briefing Series: What Congress Needs to Know About COP27


Friday, December 02  
3:00 - 4:30 PM EST

This event is free.  
**Please RSVP**

The live webcast will be streamed at 3:00 PM EST at [www.eesi.org/livecast](http://www.eesi.org/livecast)  
@eesionline #eesitalk

Add to  
**Google Calendar**

  
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other  
calendar

  
Adobe

The **Environmental and Energy Study Institute (EESI)** invites you to join us for a briefing to review what took place during the international climate negotiations in Egypt (COP27) and why it matters for Congress.



With dozens of events and negotiating sessions happening at any one time during the two weeks of a U.N. climate summit, it can be challenging to keep up with all the details. This briefing will review the key outcomes of COP27—and what they mean for Congress—and provide context and nuance to the main headlines coming out of the meeting. Panelists will provide perspectives and key takeaways from the federal government, U.S. states, philanthropy, and nongovernmental organization perspectives.

Speakers for this forum are:

- **Jesse Young**, Senior Advisor, Special Presidential Envoy for Climate, U.S. Department of State | [@StateDept](#)
- **Helen Mountford**, President and CEO, ClimateWorks Foundation | [@ClimateWorks](#)
- **Preeti Bhandari**, Senior Advisor, Global Climate Program and the Finance Center, World Resources Institute | [@WorldResources](#)
- **Casey Katims**, Executive Director, U.S. Climate Alliance | [@USClimate](#)

This briefing is part of a Congressional briefing series,  
**What Congress Needs to Know About COP27:**

- [Key Findings from the Newest Global Assessment Report on Climate Change](#)
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Materials from this briefing will be posted [here](#) after the event.

For more information, contact Dan O'Brien at

dobrien@eesi.org or (202) 662-1880.

**Environmental and Energy Study Institute**  
**Daniel Bresette, Executive Director**

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**CFC #10627**

This email was sent to: [craig\\_murray@ci.richmond.ca.us](mailto:craig_murray@ci.richmond.ca.us)

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AGENDA ITEM 3D  
DATE December 1, 2022



## BOARD MEMBER CONFERENCE/ MEETING/WEBINAR ATTENDANCE REQUEST

Date: 11/22/22 Name: CRAIG K. MURRAY

I would like to attend the WINTER CONFERENCE Meeting  
of CASA

To be held on the 25<sup>TH</sup> day of JAN 2023 from 8 a.m. / p.m. to  
24<sup>TH</sup> day of JAN 2023 from 5 a.m. / p.m.

Location of meeting: PALM SPRINGS

Actual meeting date(s): 1/25-27/23

Meeting Type: (In person/Webinar/Conference) CONT.

Purpose of Meeting: CASA UPDATES

Meeting relevance to District: SANITARY DISTRICT BUSINESS

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

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

Frequency of Meeting: 1x

Estimated Costs of Travel (if applicable): \$1,800.

Date submitted to Board Secretary: 11/22/22

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

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



Item Number 3E  
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)  
**Meeting Date:** December 1, 2022  
**Re:** Approve 1-Year Contract Extension with Hanford ARC for Lower Miller Creek Revegetation Maintenance Requirements  
**Item Type:** Consent  Action  Information  Other   
**Standard Contract:** Yes  No  (See attached) Not Applicable

## STAFF RECOMMENDATION

Board to approve a 1-year contract extension with Hanford ARC for the Lower Miller Creek revegetation maintenance program required by regulatory agencies.

## BACKGROUND

The District hired Hanford ARC for Years 1 through 4 of a minimum 6-year monitoring program to ensure proper revegetation of the areas disturbed during construction of the *2016 Lower Miller Creek Channel Maintenance Project* as required by California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB).

District Staff requested quotes for Year 5 from three specialized landscaping companies but received only one proposal from Hanford ARC in the amount of \$45,240, which is approximately 26% lower than Year 4. The scope of work is nearly identical to prior years. Staff reviewed Hanford’s new proposal and deemed the 1-year extension reasonable.

The current contract for Year 4 with Hanford will expire in December 2022.

## PREVIOUS BOARD ACTION(S)

- 1) On June 28, 2018, the Board approved a 1-year contract with Hanford ARC in the amount of \$37,625 for landscaping maintenance of the disturbed areas of Lower Miller Creek during the dredging project in 2016 and 2017.
- 2) On August 15, 2019, the Board approved a 1-year contract extension with Hanford ARC in the amount of \$79,170 for the Lower Miller Creek revegetation maintenance program required by regulatory agencies.
- 3) On September 17, 2020, the Board approved a 1-year contract extension with Hanford ARC in the amount of \$83,130 for the Lower Miller Creek revegetation maintenance program required by regulatory agencies.
- 4) On November 18, 2021, the Board approved a 1-year contract extension with Hanford ARC in the amount of \$60,732 for the Lower Miller Creek revegetation maintenance program required by regulatory agencies.



**ENVIRONMENTAL REVIEW**

The project was reviewed and approved by the Regional Water Quality Control Board and other agencies under the Lower Miller Creek Channel Maintenance Project.

**FISCAL IMPACT**

Not to exceed \$45,240.





755 Baywood Drive, Suite 380  
 Petaluma, CA 94954  
 (707) 996-6633  
[www.hanfordarc.com](http://www.hanfordarc.com)  
[info@hanfordarc.com](mailto:info@hanfordarc.com)  
 CA LIC. 461167

## Lower Miller Creek Maintenance 2022-2023

**To:** Las Gallinas Valley Sanitary District  
**Address:** 101 Lucas Valley Rd., Ste. 300  
 San Rafael, CA 94903

**Hanford contact:** Will Johnson  
**Phone:** (707) 766-4905  
**Email:** [w.johnson@hanfordarc.com](mailto:w.johnson@hanfordarc.com)

**Attention:** Irene Huang  
**Phone:** (415) 526-1529  
**Email:** [ihuang@lgsd.org](mailto:ihuang@lgsd.org)

**Date:** 11/15/22  
**Quote valid for:** 30 days  
**Anticipated start:** December 2022/January 2023

| Item               | Description      | Quantity | Unit | Unit price  | Ext. Price         |
|--------------------|------------------|----------|------|-------------|--------------------|
| 1                  | Maintenance work | 1        | LS   | \$45,240.00 | \$45,240.00        |
| 2                  |                  |          |      |             |                    |
| 3                  |                  |          |      |             |                    |
| 4                  |                  |          |      |             |                    |
| 5                  |                  |          |      |             |                    |
| 6                  |                  |          |      |             |                    |
| 7                  |                  |          |      |             |                    |
| 8                  |                  |          |      |             |                    |
| <b>GRAND TOTAL</b> |                  |          |      |             | <b>\$45,240.00</b> |

### SCOPE SUMMARY

#### Weed Inspections and Removal

The Contractor shall schedule weed control inspections every other month for a minimum of six (6) times each year of the maintenance period. Inspections shall include, at a minimum, identifying and marking weeds to be controlled and discussing control timing and methods. Following each weed control inspection, Contractor shall begin a weed control event, unless otherwise approved by Engineer. Invasive plant control event shall be completed within ten (10) working days of beginning the event. Note: Remove only weeds/plants that may potentially harm the shrubs and plants planted during revegetation completed in December 2018.

#### Irrigation System Maintenance



## Lower Miller Creek Maintenance – 2022

The Contractor shall maintain the irrigation system during the maintenance period. Irrigation maintenance shall include inspecting the system for any leaks or damage and making repairs as needed. In addition, the Contractor shall adjust the irrigation watering schedule as required to ensure that the plantings remain in good health. A minimum of six irrigation system inspections per year, which should take place at the same time as weed control inspection/removal event.

### **Plant Replacement - Shrubs (1 gallon)**

Replacement and reseeding will be on a time and materials basis, as negotiated with LGVSD prior to start of each planting and reseeding event.

### **Plant Replacement - Herbaceous Plants (rosepot)**

Replacement and reseeding will be on a time and materials basis, as negotiated with LGVSD prior to start of each planting and reseeding event.

### **Maintenance Inspections and Reporting**

This task includes additional maintenance activities needed to ensure that the plants remain in good health, the project site remains free of debris and trash, and maintenance activities are recorded. The planting watering basins shall be maintained and mulch shall be re-applied as needed for the first three years following implementation. Following the completion of each maintenance activity, Contractor shall remove all trash and construction debris from the project site. The Contractor shall record all maintenance activities and observations in a maintenance logbook and submit the maintenance logbook to LGVSD once annually between October 1-15 of each year, unless otherwise authorized by LGVSD staff.

### **Labor Compliance**

1. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the project. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the project is to be performed.
2. Department of Industrial Relations Registration of Contractors & Subcontractors:
  - a. Contractor must have current registration with the Department of Industrial Relations.
  - b. Pursuant to Labor Code Section 1771.4(a)(1) – all contractors and subcontractors must furnish Certified Payroll Records (CPRs) weekly to the Agency they are contracted with and file electronic 5 certified payroll records weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement (DLSE).
  - c. Pursuant to Labor Code Section 1776(c) – the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or forms that contain the same information as the forms provided by the division.



**Lower Miller Creek Maintenance – 2022**

- d. Pursuant to Labor Code 1771.5 - the awarding agency shall withhold contract payments when payroll records are delinquent or inadequate.
- e. Pursuant to Title 8 California Code of Regulations Section 16451(d)/Labor Code Section 1771.4(a) (2) - the contractor must post job Posters and Notices as required by Department of Industrial Relations and as required by other State agencies.
- f. In submitting a proposal on this Project, it shall be the Contractors sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law(s).

**QUALIFICATIONS**

- Hanford requires a two (2) week notice to start work/schedule resources.
- Hanford works 7:00 am – 3:30 pm, Monday - Friday. This proposal excludes weekend and holiday work, unless specifically requested; in those instances, costs would be re-negotiated.
- Hanford reserves the right to re-schedule or postpone work at any time due to existing environmental conditions that created unsafe work environment for crews (Covid-19, air quality index, wildfires, etc.).
- We assume full access to the site in order to perform our work (gates unlocked, property access, etc.)
- Proposal specifically excludes design, surveys, monitoring reports or water pollution control elements (unless specifically negotiated).

**AUTHORIZATION**

**By signing below, the proposed party has accepted this proposal by its duly authorized office, as of the day and year set forth below:**

---

**Signature**

---

**Date**

---

**Name and Title**



Item Number \_\_\_\_\_ 3F \_\_\_\_\_

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:** December 1, 2022

**Re:** Approve Resolution 2022-2290 adopting revised Board Policy F-140 Donation Policy

**Item Type:** Consent  Action \_\_\_\_\_ Information \_\_\_\_\_ Other \_\_\_\_\_.

**Standard Contract:** Yes \_\_\_\_\_ No \_\_\_\_\_ (See attached) Not Applicable .

## STAFF RECOMMENDATION

Attached for approval is Resolution 2022-2290 updating Policy F-140 Donation Policy. Since this policy was recently reviewed by the Board in February of 2022, no changes were suggested by the Board.

## BACKGROUND

The Board has requested to review and update Board Policies.

## PREVIOUS BOARD ACTION

On November 17, 2022, Board reviewed Policy F-140 Donation Policy with staff and requested it come back to the Board for approval.

## ENVIRONMENTAL REVIEW

N/A

## FISCAL IMPACT

N/A

**RESOLUTION NO. 2022-2290**

**A RESOLUTION APPROVING BOARD POLICY REVISIONS FOR F-140 DONATION POLICY**

**THE 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 November 17, 2022, the Board reviewed and suggested changes on Board Policy F-140 Donation Policy; and

**NOW THEREFORE**, the Board of Directors of the Las Gallinas Valley Sanitary District approves the following revised policy sections: F-140 DONATION POLICY . The previously approved Board Policy F-140 is 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 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 1<sup>st</sup> day of December, 2022, 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:

---

Crystal J. Yezman, Vice-President

FINAL

## F-140 DONATION POLICY

### Purpose

This policy establishes a formal procedure for allocating funds to non-profit community groups requesting contributions from the District.

Donations must serve a public purpose. The gift of public funds, such as any expenditure which benefits an individual or small class of individuals only, with no benefit to all of the residents of the District is prohibited by the Constitution of the State of California, Article XVI, Section 6.

### Eligibility

Funding contributions will be considered only for educational or non-profit groups with projects, programs and events that serve to benefit the public and meet the mission of the District to protect the public health and our environment, by providing effective wastewater collection, treatment, and recycling services.

Additional factors to be considered when determining whether to fund a contribution:

- When the educational or non-profit provides a service that complements or enhances one the District provides itself.
- When there is an identifiable secondary benefit to the District; or
- When the educational or non-profit provides a service the District could provide but chooses not to.

Eligible applicants must be hosted by a group that can show the donation benefits the residents of the District. Eligible groups include:

- A. School Groups: Activities or educational programs offered by school groups that represent schools whose boundaries are partially or wholly within the District's limits.
- B. Community and Non-profit Groups: Events and programs hosted by a non-profit, or by a group sponsored by a non-profit, recognized as a legal entity organized and operated for a collective, public or social benefit.

Ineligible activities: Political, religious, fundraising for undefined activities, and personal expenditures are not eligible for funding.

Reporting: Recipient of the donation must provide a written report to the District Board within 6 months of the event or program end-date. Late, partial, or non-submitted reports for past events will be considered by the District Board when considering future donation requests.

|                                 |                                  |
|---------------------------------|----------------------------------|
| <b>Resolution No. 2022-2290</b> | Date Approved: December 1, 2022  |
| President of the Board          | Last Reviewed: November 17, 2022 |

## Procedure

The procedure for requesting and receiving a contribution is as follows:

- A. The District Board allocates funding for this program through the annual budget process which will set the annual maximum funding limit of the program.
- B. All applicants must submit a written request. Multiple requests may be submitted in a single fiscal year (July 1- June 30), so long as the total of such requests does not exceed the maximum funding cap. Non-profits, or groups partnered with a non-profit, must provide a Federal Tax ID number along with their current budget and latest financial statement.
- C. Requests that are consistent with the eligibility requirements will be brought to the District Board as the Board Schedule and Board Agenda permit. The Board shall make findings that establishes the benefit to the District and the community it serves.
- E. Requests are considered on a first-come-first-served basis.
- F. The District Board has established a contribution cap of \$12,500 to any single applicant in a fiscal year. However, upon review of the submitted application and supporting materials it is within the Board's discretion to allow a greater contribution amount per fiscal year, where the Board finds and determines that an applicant provides either 1) a service that complements or enhances any services provided by the District, or 2) the applicant provides a demonstrable secondary benefit to the District and the community it serves, or 3) the applicant provides a service the District could provide but chooses not to do so.

## Management of the Program

The General Manager shall oversee the program and has the authority to delegate management of the program to the Administrative Services Manager. Development of program materials, forms, and waivers required by the program are to be coordinated by staff of the District. Reporting requirements of the program are to be established by the General Manager. All financial reporting requirements and waivers required by the program will comply with applicable federal, state, and local laws.

District staff will perform a review of eligibility requirements for each application and perform preliminary inquiries as needed so that the District Board has enough details on the request to make an informed decision regarding the application.

|                                 |                                  |
|---------------------------------|----------------------------------|
| <b>Resolution No. 2022-2290</b> | Date Approved: December 1, 2022  |
| President of the Board          | Last Reviewed: November 17, 2022 |



**F-140 DONATION POLICY**

**Purpose**

This policy establishes a formal procedure for allocating funds to non-profit community groups requesting contributions from the District.

Donations must serve a public purpose. The gift of public funds, such as any expenditure which benefits an individual or small class of individuals only, with no benefit to all of the residents of the District is prohibited by the Constitution of the State of California, Article XVI, Section 6.

**Eligibility**

Funding contributions will be considered only for educational or non-profit groups with projects, programs and events that serve to benefit the public and meet the mission of the District to protect the public health and our environment, by providing effective wastewater collection, treatment, and recycling services.

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- When there is an identifiable secondary benefit to the District; or
- When the educational or non-profit provides a service the District could provide but chooses not to.

Eligible applicants must be hosted by a group that can show the donation benefits the residents of the District. Eligible groups include:

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- B. Community and Non-profit Groups: Events and programs hosted by a non-profit, or by a group sponsored by a non-profit, recognized as a legal entity organized and operated for a collective, public or social benefit.

Ineligible activities: Political, religious, fundraising for undefined activities, and personal expenditures are not eligible for funding.

Reporting: Recipient of the donation must provide a written report to the District Board within 6 months of the event or program end-date. Late, partial, or non-submitted reports for past events will be considered by the District Board when considering future donation requests.

|                                 |   |
|---------------------------------|---|
| <b>Resolution No. 2022-2238</b> | <b>Date Approved: February 17, 2022</b>     |
| <b>President of the Board</b>   | <b>Supersedes:</b><br><b>Last Reviewed:</b> |

## Procedure

The procedure for requesting and receiving a contribution is as follows:

- A. The District Board allocates funding for this program through the annual budget process which will set the annual maximum funding limit of the program.
- B. All applicants must submit a written request. Multiple requests may be submitted in a single fiscal year (July 1- June 30), so long as the total of such requests does not exceed the maximum funding cap. Non-profits, or groups partnered with a non-profit, must provide a Federal Tax ID number along with their current budget and latest financial statement.
- C. Requests that are consistent with the eligibility requirements will be brought to the District Board as the Board Schedule and Board Agenda permit. The Board shall make findings that establishes the benefit to the District and the community it serves.
- E. Requests are considered on a first-come-first-served basis.
- F. The District Board has established a contribution cap of \$12,500 to any single applicant in a fiscal year. However, upon review of the submitted application and supporting materials it is within the Board's discretion to allow a greater contribution amount per fiscal year, where the Board finds and determines that an applicant provides either 1) a service that complements or enhances any services provided by the District, or 2) the applicant provides a demonstrable secondary benefit to the District and the community it serves, or 3) the applicant provides a service the District could provide but chooses not to do so.

## Management of the Program

The General Manager shall oversee the program and has the authority to delegate management of the program to the Administrative Services Manager. Development of program materials, forms, and waivers required by the program are to be coordinated by staff of the District. Reporting requirements of the program are to be established by the General Manager. All financial reporting requirements and waivers required by the program will comply with applicable federal, state, and local laws.

District staff will perform a review of eligibility requirements for each application and perform preliminary inquiries as needed so that the District Board has enough details on the request to make an informed decision regarding the application.

|                                 |   |
|---------------------------------|---|
| <b>Resolution No. 2022-2238</b> | <b>Date Approved: February 17, 2022</b>     |
| <b>President of the Board</b>   | <b>Supersedes:</b><br><b>Last Reviewed:</b> |

**12/1/2022**

**General Manager Report**

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



101 Lucas Valley Road, Suite 300  
San Rafael, CA 94903  
Tel.: 415-472-1734  
Fax: 415-499-7715  
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

November 23, 2022

*Agenda Item 4.2*  
*Date December 1, 2022*

Marin County Office of Emergency Services  
1600 Los Gamos Drive  
San Rafael, CA 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin  
County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Las Gallinas Valley Sanitary District is submitting this letter of commitment to confirm that Las Gallinas Valley Sanitary District has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, Las Gallinas Valley Sanitary District, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

Las Gallinas Valley Sanitary District understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A

- range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
  - Documentation of an effective process to maintain and implement the plan; and,
  - Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, *Curtis Paxton*, commit *Las Gallinas Valley Sanitary District* to the Marin County's Multi- jurisdictional Hazard Mitigation Planning effort.

This document is executed this 23rd day of November, 2022.

If you need further information or have any questions, please do not hesitate to contact our Administrative Services Manager, Dale McDonald at 415-526-1519.



*Curtis Paxton*  
*Las Gallinas Valley Sanitary District, General Manager*




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

GM Review CP

# Agenda Summary Report

**To:** Board of Directors

**From:** Dale McDonald, Administrative Services Manager   
(415) 526-1519; dmcdonald@lgvsd.org

**Meeting Date:** December 1, 2022

**Re:** Board Policy Review of F-130 Disposal of Surplus Equipment and Property

**Item Type:** Consent \_\_\_\_\_ Action \_\_\_\_\_ Information X Other \_\_\_\_\_.

**Standard Contract:** Yes \_\_\_\_\_ No \_\_\_\_\_ (See attached) Not Applicable X .

## STAFF RECOMMENDATION

Review and provide feedback on the proposed changes to District Board Policy F-130, Disposal of Surplus Equipment and Property.

## BACKGROUND

On November 3, 2022, the Board reviewed Board Policy F-130, Disposal of Surplus Equipment and Property, and questions around incorporating Surplus Land Act requirements into F-130-20 were raised.

The Surplus Land Act (“Act”), Government Code Section 54220-54234, was substantially amended by Assembly Bill 1486 (Ting 2019) effective January 1, 2020. The Act requires local agencies, including special districts, to comply with certain requirements when disposing of real property that is both available and suitable for housing and to prioritize affordable housing development.

Real estate transactions can be complex and when considering the sale of real estate, the District would seek legal counsel before any action is pursued. The Act, as well as the guidelines adopted by California Department of Housing and Community Development (“HCD”), contain detailed requirements that must be followed. Violations of the Act can result in liability to the District. As such, the proposed policy changes to F-130-20 are minimal, referencing the law that must be followed rather than trying to capture all the requirements within the policy.

The current policy F-130 is attached along with a draft version with proposed changes. Changes subsequent to the review last month are in blue. Staff will receive comments on the policy at this meeting and through December 7, 2022. 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

## **F-130 DISPOSAL OF SURPLUS EQUIPMENT AND PROPERTY**

### **Purpose**

This policy covers easements, encroachments, and acceptance of property, disposal of surplus property, inventory, and recordkeeping.

**F-130-10 Sale of Surplus Equipment.** The Board (current value in excess of \$1,000) or General Manager (current value equal to or less than \$1,000) have the authority to declare equipment surplus, after which the following steps shall be taken:

A surplus item shall be advertised for sale, with notation of location/hours/days it can be seen, a deadline date for submission of sealed bids, a statement that the District reserves the right to reject any or all bids, and that the item is being sold “as is.”

- The Board or General Manager per the above value criteria shall accept or reject highest bid.
- Bidders shall be notified of the Board’s action.
- Junked Certificates shall be obtained for vehicles that cannot pass smog tests without significant repairs.

Periodically surplus metal that has no further operational value to the District but which may be recycled or sold for scrap may be disposed of as determined by the General Manager.

**F-130-20 Sale of Real Estate.** The Board has the authority to declare real property surplus and authorize the Staff to obtain an appraisal, after which the following steps shall be taken:

The real property shall be offered to public agencies at the appraised price. (State law requires that public agencies have the opportunity to purchase real property prior to advertisement to the general public.)

- Property not purchased by a public agency shall be advertised in a newspaper of general circulation with a request that sealed bids be submitted to the District.
- The Board shall accept or reject the highest bid.
- Bidders shall be notified of the Board’s action.

|                                 |                                  |
|---------------------------------|----------------------------------|
| <b>Resolution No. 2017-2084</b> | Date Approved: February 23, 2017 |
| President of the Board          | Supersedes: July 9, 2009         |

**F-130 DISPOSAL OF SURPLUS EQUIPMENT AND PROPERTY**

**Purpose**

This policy covers easements, encroachments, and acceptance of property, disposal of surplus property, inventory, and recordkeeping.

~~**F-130-10 Sale of Surplus Equipment.** The Board (current value in excess of \$1,000) or General Manager (current value equal to or less than \$1,000) have the authority to declare equipment surplus, after which the following steps shall be taken:~~

~~A surplus item shall be advertised for sale, with notation of location/hours/days it can be seen, a deadline date for submission of sealed bids, a statement that the District reserves the right to reject any or all bids, and that the item is being sold "as is."~~

- ~~• The Board or General Manager per the above value criteria shall accept or reject highest bid.~~
- ~~• Bidders shall be notified of the Board's action.~~
- ~~• Junked Certificates shall be obtained for vehicles that cannot pass smog tests without significant repairs.~~

~~Periodically surplus metal that has no further operational value to the District but which may be recycled or sold for scrap may be disposed of as determined by the General Manager.~~

~~**F-130-10 Declaration of Surplus Equipment.** Property may be declared surplus property when it has been determined by the General Manager that the equipment:~~

- ~~• Is no longer appropriate because of capability, size, age, operational readiness, etc., to fulfill the District's mission; or~~
- ~~• The equipment is obsolete or there is a change in operating methodology; or~~
- ~~• If a particular piece of equipment is more costly to maintain than to replace.~~

~~The General Manager shall have the authority to dispose of surplus property that has a current value of less than \$1,000.00 (considered a de minimus value). Surplus property that has a current value of \$1000.00 or greater, shall be submitted to the Board for approval prior to disposal in the approved manner.~~

~~**F-130-15 Disposal of Surplus Equipment.** Property that has been declared surplus, may be disposed of in one of the following manners:~~

- ~~• Transfer of the surplus property to another public agency, educational institution or non-profit (501.C) upon a written request and determination that it is in the public interest to do so; or~~
- ~~• The excess property may be offered to other government entities and Districts on a bid basis; or~~

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| <b>Resolution No. 2017-2084</b> | <b>Date Approved: February 23, 2017</b>                  |
| President of the Board          | <b>Supersedes: July 9, 2009</b><br><b>Last Reviewed:</b> |



- Advertise for sale, with notation of location/hours/days it can be seen, a deadline date for submission of sealed bids, a statement that district reserves the right to reject any or all bids, and that the item is being sold “as is”; or
- Sold at auction through any reputable auction organization, including on-line auctions.

The surplus equipment may be discarded and/or recycled when the surplus property is not accepted by the auction organizations, or when there are no bidders/buyers.

**F-130-20 Sale or Disposal of Real Estate.** Pursuant to the Surplus Land Act (Gov. Code § 54220 et seq.). Within its discretion, ~~the Board has the authority to~~ declare, by formal action in a regular public meeting and supported by written findings, parcel(s) of real property owned in fee simple by the District to be “surplus land” or “exempt surplus land” (collectively hereinafter referred to as “surplus land”) as defined in Gov. Code § 54221 and may dispose of said “surplus land” subject to the provisions of Gov. Code § 54220 et seq. and any guidelines established by the California Department of Housing and Community Development (“HCD”), ~~authorize the Staff to obtain an appraisal, after which the following steps shall be taken:~~

The Board further delegates the authority to the General Manager, or designee, to coordinate the District’s procedural obligations when considering, declaring, and disposing of “surplus land” pursuant to the Government Code and more specifically the Guidelines established by the HCD, to include but not limited to:

~~The real property shall be offered to public agencies at the appraised price. (State law requires that public agencies have the opportunity to purchase real property prior to advertisement to the general public.)~~

- ~~• Property not purchased by a public agency shall be advertised in a newspaper of general circulation with a request that sealed bids be submitted to the District.~~
- ~~• The Board shall accept or reject the highest bid.~~
- ~~• Bidders shall be notified of the Board’s action.~~

1. Provide notices of availability of surplus land for lease or purchase to local public entities and housing sponsors as required by Government Code Section;
2. Where applicable, receive notices of interest from entities desiring to purchase or lease surplus land and negotiate with entities in good faith;
3. Provide HCD with descriptions of the notices of availability sent, and negotiations conducted with any responding entities, regarding the disposal of the parcel of surplus land; and
4. Forward to HCD a copy of any restrictions to be recorded against the surplus land pursuant to Government Code Section 54233 or 54233.5, whichever is applicable.

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| <b>Resolution No. 2017-2084</b> | Date Approved: February 23, 2017           |
| President of the Board          | Supersedes: July 9, 2009<br>Last Reviewed: |



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

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:** December 1, 2022

**Re:** Board Policy F-110 Records Retention and Resolution 2022-2291 with Retention Schedules

**Item Type:** Consent \_\_\_\_\_ Action  X  Information \_\_\_\_\_ Other \_\_\_\_\_ .

**Standard Contract:** Yes \_\_\_\_\_ No \_\_\_\_\_ (See attached) Not Applicable  X  .

## STAFF RECOMMENDATION

Board to review and approve Board Policy F-110 Records Retention, Resolution 2022-2291 and the Records Retention Schedules.

The Board has requested to review and update Board Policy. As part of the District’s records management project, we have updated and improved the Records Retention Schedules for each department. The adoption of these retention schedules will result in efficiency gains and cost savings.

Staff selected Gladwell Governmental Services, Inc., (GGS) an expert in Special District records, to develop a comprehensive records retention schedule for the District. This program was necessary to ensure retention periods reflected changes in law, reduce current and future records storage costs, eliminate duplication of effort, increase efficiency and take advantage of current technology.

It is GGS’s opinion that the destruction of disposition of the categories of records contained in the records retention schedule will not adversely affect any interest of the District or the public. The development of the records retention schedules are driven by many factors, including:

- Changes in law, pertaining to Special District records
- LGVSD produces and manages many permanent records
- Escalating records storage expenses
- Technology advancements

The retention schedules for LGVSD were written interactively with all departments participating. They provide clear, specific records descriptions and retention periods, and apply current law and technology to the management of LGVSD’s records. By identifying which unit is responsible for maintaining the original record, and by establishing clear retention periods for different categories of records, LGVSD will realize significant savings in labor costs, storage costs, free filing cabinet and office space, and realize operational efficiencies.

The appropriate Division or Department Head and General Manager have reviewed and approved all Retention Schedules.



It is standard business practice for California local governments to authorize the routine destruction of records that have exceeded their adopted retention period, upon the request of the Department Head and with the consent in writing of the Department Head and General Manager, which is provided in Section 3 of the resolution.

It is also standard business practice for California local governments to authorize updates to the schedule without further action of the Board of Directors; this is provided in Section 4 of the resolution.

**PREVIOUS BOARD ACTION**

Resolution 2017-2084

**ENVIRONMENTAL REVIEW**

N/A

**FISCAL IMPACT**

LGVSD should realize significant savings both in labor and storage expenses, including the avoidance of future storage costs.

**F-110 RECORDS RETENTION**

**Purpose**

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of District records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

**F-110-10 Definitions.** The term “records” includes documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers as defined by the California Public Records Act.

**F-110-20 Implementation.** The General Manager is authorized by the Board to interpret and implement this policy, and to cause to be destroyed any or all such records, papers, and documents that meet the qualifications as specified in the Records Retention Schedules, and in accordance with State and Federal laws.

**F-110-20-10** Destruction of an original record that has exceeded its retention period must be authorized in accordance with the provisions of the District’s Resolution. The approval of the Department Head and General Manager is required prior to destruction.

**F-110-20-20** Approval of the Department Head and General Manager is required prior to destruction (or deletion) whether the District’s original record or official record is stored in electronic or paper (hard copy) format.

**F-110-20-30** Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed “When No Longer Required.”

**F-110-30 Legal Requirements.** The Records Retention Schedules, and the District’s implementation will be consistent with the provisions of California Government Code §60200 through §60204 and other State and Federal laws and regulations.

**F-110-30-10** The District’s Records Retention Schedules shall be updated periodically so they accurately reflect current State and Federal law.

**F-110-30-20** With the consent of the Department Head and General Manager, updates are authorized to be made to the Records Retention Schedule without further action of the Board of Directors.

|                                 |                                 |
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| <b>Resolution No. 2022-2292</b> | Date Approved: December 1, 2022 |
| President of the Board          | Last Reviewed: December 1, 2022 |

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## F-110 RECORDS RETENTION

### Purpose

The purpose of this policy is to provide guidelines to staff regarding the retention or disposal of District records; provide for the identification, maintenance, safeguarding and disposal of records in the normal course of business; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

**F-110-10 Definitions.** The term "records" includes documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers as defined by the California Public Records Act. Vital and important records, regardless of recording media, are those having legal, financial, operational, or historical value to the District.

**F-110-20 Implementation.** The General Manager is authorized by the Board to interpret and implement this policy, and to cause to be destroyed any or all such records, papers, and documents that meet the qualifications governing as specified in the Records Retention Schedules, and in accordance with State and Federal laws, and disposal of records, specified below.

**F-110-20-10** Destruction of an original record that has exceeded its retention period must be authorized in accordance with the provisions of the District's Resolution. The approval of the Department Head and General Manager is required prior to destruction.

**F-110-20-20** Approval of the Department Head and General Manager is required prior to destruction (or deletion) whether the District's original record or official record is stored in electronic or paper (hard copy) format.

**F-110-20-30** Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

**F-110-30 Guidelines/Legal Requirements.** The Records Retention Schedules, and the District's implementation will be consistent with the Pursuant to the provisions of California Government Code §60200 through §60204 and other State and Federal laws and regulations, California Water Code §21403, and the guidelines prepared by the State Controller's office and the Controller's Advisory Committee for Special Districts, the following qualifications will govern the retention and disposal of records of the District:

**F-110-30-10** The District's Records Retention Schedules shall be updated periodically so they accurately reflect current State and Federal law. Duplicate records, papers and documents may be destroyed at any time without the necessity of Board authorization or copying to photographic or electronic media.

**F-110-30-20** With the consent of the Department Head and General Manager, updates are authorized to be made to the Records Retention Schedule without further action of the

~~Board of Directors. Originals of records, papers and documents more than two (2) years old that were prepared or received in any manner other than pursuant to State or Federal statute may be destroyed without the necessity of copying to photographic or electronic media.~~

~~F-110-30-30 Records, papers or documents that are not expressly required by law to be filed and preserved may be destroyed, pursuant to Government Code Section 60203 if all of the following conditions are met:~~

~~F-110-30-30-a The record, paper or document is photographed, micro-photographed, reproduced by electronically recorded video images on magnetic surfaces, recorded in the electronic data processing system, recorded on optical disk, reproduced on film or any other medium that is a trusted system and that does not permit additions, deletions, or changes to the original document in compliance with Government Code Section 12168.7 for recording of permanent records or nonpermanent records.~~

~~F-110-30-30-b The device used to reproduce such record, paper or document on film, optical disk, or any other medium, is one which accurately reproduces the original thereof in all details; and that does not permit additions, deletions, or changes to the original document images.~~

~~F-110-30-30-c The photographs, microphotographs, or other reproductions on film, optical disk, or any other medium are placed in conveniently accessible files and provisions are made for preserving, examining, and using the files.~~

~~F-110-30-40 Any accounting record except the journals and ledgers that are more than five (5) years old and that were prepared or received in any manner other than pursuant to State statute may be authorized for destruction, provided that:~~

~~F-110-30-40-a There is no continuing need for said record, i.e., long term transactions, special projects, pending litigations, etc., and;~~

~~F-110-30-40-b There exists in a permanent file, an audit report or reports covering the inclusive period of said record, and that;~~

~~F-110-30-40-c Said audit report or reports were prepared pursuant to procedures outlined in Government Code Section 26909 and other State or Federal audit requirements, and that;~~

~~F-110-30-40-d Said audit or audits contain the expression of an unqualified opinion.~~

~~F-110-30-50 Any accounting record created for a specific event or action may be destroyed upon authorization five (5) years after said event has in all respects terminated. Any source document detailed in a register, journal, ledger, or statement may be authorized for destruction five (5) years from the end of the fiscal period to which it applies. The following may be destroyed at any time:~~

- ~~• Duplicated (original subject to aforementioned requirements).~~
- ~~• Rough drafts, notes or working papers (except audit).~~

- ~~Cards, listings, nonpermanent indices, other papers used for controlling work or transitory files.~~

~~F-110-30-60~~ In no instances are records, papers or documents to be destroyed where there is a continuing need for such records for such matters as pending litigation, special projects, etc.

~~F-110-30-70~~ All payroll and personnel records shall be retained indefinitely. Originals may, upon authorization, be destroyed after seven (7) years retention, provided said records have been preserved in digital format in accordance with Policy F-110-30-30, above. Payroll and personnel records include the following:

- ~~Accident reports, injury claims, and settlements~~
- ~~Medical histories~~
- ~~Injury frequency charts~~
- ~~Applications, changes and terminations of employees~~
- ~~Insurance records of employees~~
- ~~Time cards~~
- ~~Classification specifications (job descriptions)~~
- ~~Performance evaluation forms~~
- ~~Earning records and summaries~~
- ~~Retirements~~

~~F-110-30-80~~ All assessing records may upon authorization be destroyed after seven years retention from lien date; however, their records may be destroyed three (3) years after the lien date when said records are micro photographed as provided for in Policy F-110-30-40, above.

~~F-110-30-90~~ Records of proceedings for the authorization of long term debt, bonds, warrants, loans, etc., after issuance or execution may be destroyed if micro photographed as provided for in Policy F-110-30-40, above. Terms and conditions of bonds warrants, and other long term agreements should be retained until final payment, and thereafter may be destroyed in less than ten (10) years if micro photographed as provided for in Policy F-110-30-40, above. Paid bonds, warrant certificates, and interest coupons may be destroyed after six (6) months if detailed payment records are kept for ten (10) years.

~~F-110-30-100~~ Minutes of the meetings of the Board are usually retained indefinitely in their original form. However, they may upon authorization be destroyed if said minutes are preserved in electronic format as provided for in Policy F-110-30-40, above. Recording tapes (or other media) of Board meetings will be kept for a period of one year from the date of the recorded meeting, after which they will be destroyed.

~~F-110-30-110~~ Construction records, such as bids, correspondence, change orders, etc., shall not be kept in excess of seven (7) years unless they pertain to a project that includes a guarantee or grant and, in that event, they shall be kept for the life of the guarantee or grant plus seven (7) years. As built plans for any public facility or works shall be retained as long as said facility is in existence.

~~F-110-30-120~~ Contracts should be retained for their life plus seven (7) years. Any unaccepted bid or proposal for the construction or installation of any building, structure or other public work which is more than two (2) years old may be destroyed.

~~F-110-30-130~~ Property records, such as documents of title, shall be kept until the property is transferred or otherwise no longer owned by the District.



## ~~F-110 RECORDS RETENTION~~

### ~~Appendix A~~

#### ~~Definitions for Records Retention and Disposal Policy~~

~~1. AUTHORIZATION. Approval from the General Manager, as authorized by the Board.~~

~~2. ACCOUNTING RECORDS. Include but are not limited to the following:~~

##### ~~A. Source Documents~~

- ~~▪ Invoices~~
- ~~▪ Warrants~~
- ~~▪ Requisitions/Purchase Orders (attached to invoices)~~
- ~~▪ Cash Receipts~~
- ~~▪ Claims (attached to warrants in place of invoices)~~
- ~~▪ Bank Statements~~
- ~~▪ Bank Deposits~~
- ~~▪ Checks~~
- ~~▪ Bills~~
- ~~▪ Various accounting authorizations taken from Board minutes, resolutions or contracts~~

##### ~~B. Journals~~

- ~~▪ Cash Receipts~~
- ~~▪ Accounts Receivable or Payable Register~~
- ~~▪ Check or Warrant (payables)~~
- ~~▪ District Journal~~
- ~~▪ Payroll Journal~~

##### ~~C. Ledgers~~

- ~~▪ Expenditure~~
- ~~▪ Revenue~~
- ~~▪ Accounts Payable or Receivable Ledger~~
- ~~▪ Construction~~
- ~~▪ General Ledger~~
- ~~▪ Assets/Depreciation~~

##### ~~D. Trial Balance~~

##### ~~E. Statements (Interim or Certified – Individual or All Fund)~~

- ~~▪ Balance Sheet~~
- ~~▪ Analysis of Changes in Available Fund Balance~~
- ~~▪ Cash Receipts and Disbursements~~
- ~~▪ Inventory of Fixed Assets (Purchasing)~~

##### ~~F. Journal Entries~~

~~G. Payroll and personnel records include but are not limited to the following:~~

~~F-110-30-120~~ Contracts should be retained for their life plus seven (7) years. Any unaccepted bid or proposal for the construction or installation of any building, structure or other public work which is more than two (2) years old may be destroyed.

~~F-110-30-130~~ Property records, such as documents of title, shall be kept until the property is transferred or otherwise no longer owned by the District.

## **F-110 RECORDS RETENTION**

### **Appendix A**

#### **Definitions for Records Retention and Disposal Policy**

~~1. AUTHORIZATION. Approval from the General Manager, as authorized by the Board.~~

~~2. ACCOUNTING RECORDS. Include but are not limited to the following:~~

##### ~~A. Source Documents~~

- ~~▪ Invoices~~
- ~~▪ Warrants~~
- ~~▪ Requisitions/Purchase Orders (attached to invoices)~~
- ~~▪ Cash Receipts~~
- ~~▪ Claims (attached to warrants in place of invoices)~~
- ~~▪ Bank Statements~~
- ~~▪ Bank Deposits~~
- ~~▪ Checks~~
- ~~▪ Bills~~
- ~~▪ Various accounting authorizations taken from Board minutes, resolutions or contracts~~

##### ~~B. Journals~~

- ~~▪ Cash Receipts~~
- ~~▪ Accounts Receivable or Payable Register~~
- ~~▪ Check or Warrant (payables)~~
- ~~▪ District Journal~~
- ~~▪ Payroll Journal~~

##### ~~C. Ledgers~~

- ~~▪ Expenditure~~
- ~~▪ Revenue~~
- ~~▪ Accounts Payable or Receivable Ledger~~
- ~~▪ Construction~~
- ~~▪ General Ledger~~
- ~~▪ Assets/Depreciation~~

##### ~~D. Trial Balance~~

##### ~~E. Statements (Interim or Certified – Individual or All Fund)~~

- ~~▪ Balance Sheet~~
- ~~▪ Analysis of Changes in Available Fund Balance~~
- ~~▪ Cash Receipts and Disbursements~~
- ~~▪ Inventory of Fixed Assets (Purchasing)~~

##### ~~F. Journal Entries~~

~~G. Payroll and personnel records include but are not limited to the following:~~

- Accident reports, injury claims and settlements
- Applications, changes or terminations of employees
- Earnings records and summaries
- Fidelity Bonds
- Retirements

- Garnishments
- Insurance records of employees
- Job Descriptions
- Medical Histories
- Time Cards

~~H. Other~~

- ~~▪ Inventory Records (Purchasing)~~
- ~~▪ Depreciation Schedule~~
- ~~▪ Capital Asset Records (Purchasing)~~
- ~~▪ Cost Accounting Record~~

- ~~3. LIFE. The inclusive or operational or valid dates of a document.~~
- ~~4. RECORD. Any paper, bound book or booklet, card, photograph, drawing, chart, blueprint, map, tape, compact disc, digital video disk, microfilm, or other document, issued by or received in a department, and maintained and used as information in the conduct of its operations.~~
- ~~5. RECORD COPY. The official District copy of a document or file.~~
- ~~6. RECORD SERIES. A group of records, generally filed together, and having the same reference and retention value.~~
- ~~7. RECORDS CENTER. The site selected for storage of inactive records.~~
- ~~8. RECORDS DISPOSAL. The planning for and/or the physical operation involved in the transfer of records to the Records Center, or the authorized destruction of records pursuant to the approved Records Retention Schedule.~~
- ~~9. RECORDS RETENTION SCHEDULE. The consolidated, approved schedule list of all District records that timetable the life and disposal of all records.~~
- ~~10. RETENTION CODE. Abbreviation of retention action that appears on the retention schedule.~~

~~11. VITAL RECORDS. Records that, because of the information they contain, are essential to one or all of the following:~~

- ~~(a) The resumption and/or continuation of operations,~~
- ~~(b) The recreation of legal and financial status of the District, in case of a disaster, and~~
- ~~(c) The fulfillment of obligations to bondholders, customers, and employees.~~

~~Vital records include but are not limited to the following:~~

- |  |   |
|--|---|
| <del>(1) Agreements and Contracts</del>                                    | <del>(21) Individual claims/settlements</del>       |
| <del>(2) Annexations and detachments</del>                                 | <del>(22) Inventory</del>                           |
| <del>(3) As-built drawings</del>   | <del>(23) Journal vouchers</del>                    |
| <del>(4) Audits</del>  | <del>(24) Ledgers</del>                             |
| <del>(5) Contract drawings</del>   | <del>(25) Licenses &amp; permits (to operate)</del> |
| <del>(6) Customer statements</del>   | <del>(26) Loans &amp; grants</del>                  |
| <del>(7) Deeds</del>   | <del>(27) Maps</del>                                |
| <del>(8) Depreciation schedule</del>                                       | <del>(28) Minutes of Board meetings</del>           |
| <del>(9) Disposal of surplus &amp; excess property</del>                   | <del>(29) Ordinances</del>                          |
| <del>(10) Disposal of scrap materials</del>                                | <del>(30) Payroll register</del>                    |
| <del>(11) District insurance records</del>                                 | <del>(31) Policies, Rules &amp; Regulations</del>   |
| <del>(12) District water rights</del>                                      | <del>(32) Purchase orders &amp; requisitions</del>  |
| <del>(13) Employee accident reports, injury claims &amp; settlements</del> | <del>(33) Restricted materials permits</del>        |
| <del>(14) Employee earning records</del>                                   | <del>(34) Resolutions</del>                         |
| <del>(15) Employee fidelity bonds</del>                                    | <del>(35) Rights of ways &amp; easements</del>      |
| <del>(16) Employee insurance records</del>                                 | <del>(36) Spray permits</del>                       |
| <del>(17) Encroachment permits (by others)</del>                           | <del>(37) Statements of Economic Interest</del>     |
| <del>(18) Encroachment permits (by OWID)</del>                             | <del>(38) State surplus acquisitions</del>          |
| <del>(19) Facility improvement plans</del>                                 | <del>(39) Warehouse requisitions</del>              |
| <del>(20) Improvement districts</del>                                      | <del>(40) Warrant/Voucher register</del>            |
|  | <del>(41) Warrants (with backup)</del>              |
|  | <del>(42) Water rights history</del>                |

**F-110 RECORDS RETENTION**

Appendix B

**Records Retention & Storage Summary**

| Group No. | Title or Description   | Original | Duplicate | RETENTION PERIODS |               |                   |
|-----------|--|----------|-----------|-------------------|---------------|-------------------|
|           |  |          |           | Office            | Record Center | Retain or Destroy |
| 1         | Records affecting title to real property or liens thereof.   | X        |           | 2 yrs.            | OP            | ES                |
| 2         | Records required to be kept permanently by statute.  | X        |           | 2 yrs.            | OP            | ES                |
| 3         | Minutes, ordinances, and resolutions of Board.   | X        |           | 2 yrs.            | OP            | ES                |
| 4         | Documents with lasting historical, administrative, legal, fiscal, or research value.   | X        |           | 2 yrs.            | OP            | ES                |
| 5         | Correspondence, operational reports, and information upon which District policy has been established.  | X        |           | 2 yrs.            | 10 yrs.       | 12 yrs.           |
| 6         | Duplicates of 5, above, when retention is necessary for reference.   | X        |           | 2 yrs.            |               | 2 yrs.            |
| 7         | Records requiring retention for more than 5 years, but no more than 15 years by statute or administrative value.                               | X        |           | 2 yrs.            | 13 yrs.       | 15 yrs.           |
| 8         | Duplicates needed for administrative purposes for 5 to 15 years.   |          | X         | 2 yrs.            | 13 yrs.       | 15 yrs.           |
| 9         | All other original District records, or instruments, books or papers that are considered public documents not included in Groups 1 through 8.  | X        |           | 2 yrs.            | 1 yr.         | 3 yrs.            |
| 10        | Duplicates and other documents not public records required to be maintained for administrative purposes.                                       | X        | X         | 2 yrs.            | 3 yrs.        | 5 yrs.            |
| 11        | Duplicate records requiring retention for administrative purposes such as reference material for making up budgets, planning, and programming. |          | X         | 3 yrs.            |               | 3                 |

|           |  |          |           |                   |               |                   |
|-----------|--|----------|-----------|-------------------|---------------|-------------------|
| 12        | Reference files (copies of documents which duplicate the record copies filed elsewhere in the District; documents which require no action and are non-record; rough drafts, notes, feeder reports, and similar working papers accumulated in preparation of a communication, study or other document, and cards, listings, indexes, and other papers used for controlling work). |          | X         | 1-yr.             |               | 1-yr.             |
| Group No. | Title or Description   | Original | Duplicate | RETENTION PERIODS |               |                   |
|           |  |          |           | Office            | Record Center | Retain or Destroy |
| 13        | Transitory files, including letters of transmittal (when not public record), suspense copies when reply has been received, routine requests for information and publication, tracer letters, feeder reports, and other duplicate copies no longer needed.  | X        | X         | 3 mos.            |               | 3 mos.            |
| 14        | Original documents disposable upon occurrence of an event or an action (i.e., audit, job completion, completion of contract, etc.) or upon obsolescence, supersession, revocation.   | X        |           | 2 yrs.            | 3 yrs.        | 5 yrs.            |
| 15        | Policy files and reference sets of publications.   |          | X         | †                 |               | †                 |
| 16        | Duplicates or non-record documents required for administrative needs but destroyable on occurrence of an event or an action.   |          | X         | †                 |               | †                 |

OP = Original or photographic copy. ———  
ES = May be destroyed if stored in electronic media.  
† = Indefinitely

|                                 |  |
|---------------------------------|--|
| <u>Resolution No. 2017-2084</u> | <u>Date Approved: February 23, 2017</u>                  |
| <u>President of the Board</u>   | <u>Supersedes: July 9, 2009</u><br><u>Last Reviewed:</u> |



**RESOLUTION NO. 2022-2291**

**A RESOLUTION APPROVING REVISION FOR BOARD POLICY F-110 RECORDS RETENTION AND ADOPTING A RECORDS RETENTION SCHEDULE AND AUTHORIZING DESTRUCTION OF CERTAIN AGENCY RECORDS**

**THE 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**, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the Las Gallinas Valley Sanitary District; and

**WHEREAS**, Section 60200 of the Government Code of the State of California provides that the legislative body of a Special District may authorize at any time the destruction or disposition of any duplicate record, paper, or document, the original or a permanent photographic record of which is in the files of any officer or department of the Agency; and

**WHEREAS**, Section 60201 of the Government Code of the State of California provides that Agency records which have served their purpose, which are not expressly required by law to be filed and preserved, and which will not adversely affect any interest of the Agency or public may be destroyed; and

**WHEREAS**, the Agency has a procedure to maintain a list of the types of records destroyed or disposed of that reasonably identifies the information contained in the records in each category;

**WHEREAS**, the Agency previously adopted Board Policy F-110 Records Retention;

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT DOES RESOLVE AS FOLLOWS:**

**Section 1.** Previously approved Board Policy F-110 Records Retention is hereby revoked and declared null and void;

**Section 2.** The Board of Directors finds that the destruction or disposition of the records series that have exceeded the retention periods as set forth in the Records Retention Schedule Exhibit A will not adversely affect any interest of the Agency or the public.

**Section 3.** The records of the Las Gallinas Valley Sanitary District, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 60201 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule in accordance with Agency policies and procedures, and with the approval of the Department Head and General Manager.

**Section 4.** With the consent of the Department Head and General Manager, updates are hereby authorized to be made to the Records Retention Schedule without further action of the Board of Directors.

**Section 5.** The term “records” as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers; as defined by the California Public Records Act.

**Section 6.** This resolution shall become effective immediately upon its passage and adoption.

**NOW THEREFORE,** the Board of Directors of the Las Gallinas Valley Sanitary District approves the following revised policy sections: F-110 Records Retention. The previously approved Board Policy F-110 is 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 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 1<sup>st</sup> day of December 2022, 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:

\_\_\_\_\_  
Crystal J. Yezman, Vice-President

## HOW TO USE RETENTION SCHEDULES

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A legend explaining the information presented in the retention schedule has been printed on the back of each page for your easy reference; an index to locate records is also provided.

The specified retention period applies regardless of the media of the record: If a record is stored on paper media (hard copies,) and in electronic media as a copy or original, both records should be destroyed (or erased) after the specified period of time has elapsed.

Copies or duplicates of records should never be retained longer than the prescribed period for the original record.

### **STRUCTURE: DISTRICTWIDE, DEPARTMENTS & DIVISIONS**

The District-wide retention schedule includes those records all departments have in common (letters, memorandums, purchase orders, etc.). These records are NOT repeated in the Department retention schedule, unless that department is the Office of Record, and therefore responsible for maintaining the original record for the prescribed length of time.

Each department has a separate retention schedule that describes the records that are unique to their department, or for which they are the Office of Record. Where appropriate, the department retention schedules are organized by Division within that Department. If a record is not listed in your department retention schedule, refer to the District-wide retention schedule. An index will be provided for your reference.

### **BENEFITS**

This retention schedule has been developed by Diane R. Gladwell, MMC, an expert in Municipal Government records, and will provide the District with the following benefits:

- Reduce administrative expenses, expedite procedures
- Free filing cabinet and office space
- Reduce the cost of records storage
- Eliminate duplication of effort within the District
- Find records faster
- Easier purging of file folders
- Determine what media should be used to store records

For questions, please contact the Board Secretary.

### **AUTHORIZATION TO DESTROY RECORDS:**

Destruction of an original record that has exceeded its retention period must be authorized according to District Policies & Procedures prior to destroying it. [Authorization prior to destruction \(or deletion\) is required whether the District's original record or official record is stored in electronic or paper \(hard copy\) format.](#)

- If there is a **minimum** retention ("**Minimum 2 years**"), destruction of the document must be authorized before it is destroyed, as it is an original record.

Copies, drafts, notes and non-records do NOT require authorization, and can be destroyed "When No Longer Required."

- If there is **NOT** a minimum retention ("When No Longer Required"), it does NOT need to be authorized prior to destruction, as it is a preliminary draft / transitory record or a copy.

On every page of the schedules (near the top, just under the column headings) are important instructions, including instructions regarding holds on destroying records. "**Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).**"

**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

| Office of Record (OFR)  | Records Series No. | Records Description  | Total Retention         | Vital? | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate |
|---|--------------------|--|-------------------------|--------|-------------------|------------------------|------------------------------------|---|---------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                         |                    |  |                         |        |                   |                        |                                    |   |               |
| <i>Retentions imply full file folder + (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>  |                    |  |                         |        |                   |                        |                                    |   |               |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                         |        |                   |                        |                                    |   |               |
| <b>DISTRICT-WIDE (Used by All Departments)</b>  |                    |  |                         |        |                   |                        |                                    |   |               |
| Lead Dept.  | DW-001             | Agreements & Contracts - <b>ADMINISTRATIVE RECORDS</b><br>(Correspondence, insurance certificates, project schedules, certified payrolls, RFPs etc.<br><b>Excludes</b> drafts, notes, and transitory correspondence) | Completion + 10 years   |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | Also see Grants. Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers must retain their records for completion + 10 years; CCP §337 et. seq., GC §60201 | None          |
| Lead Dept.  | DW-002             | Agreements & Contracts: <b>Unsuccessful bids or proposals</b>  | Bid Opening +2 years    |        | Mag, Ppr          |                        |                                    | District records are a minimum of 2 years; Special Districts are required to keep public works unaccepted bids for 2 years; GC §60201(d)(11)  | 2 years       |
| Lead Dept.  | DW-003             | Committees or Task Forces: <b>Internal</b> (Employees only - e.g., Management Team meetings, etc.)   | 2 years                 |        | Mag, Ppr          |                        |                                    | GC §60201   | None          |
|   | DW-004             | Committees, Task Forces, Associations, Commissions, & Boards: <b>External</b> Organizations (e.g. Association of California Water Agencies, etc.)  | When No Longer Required |        | Mag, Ppr          |                        |                                    | Non-records   | None          |

**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

| Office of Record (OFR)  | Records Series No. | Records Description   | Total Retention | Vital? | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate |
|---|--------------------|---|-----------------|--------|-------------------|------------------------|------------------------------------|---|---------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                         |                    |   |                 |        |                   |                        |                                    |   |               |
| <i>Retentions imply full file folder + (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>  |                    |   |                 |        |                   |                        |                                    |   |               |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |   |                 |        |                   |                        |                                    |   |               |
| Dept. that Authors Document or Receives the District's Original Document  | DW-005             | Correspondence - <b>Routine</b><br><br><b>Content relates in a substantive way to the conduct of the public's business</b><br><br>(e .g. Administrative, Chronological, General Files, Letters, Memorandums, Miscellaneous Press Releases, Public Records Requests Reports, Reading, Working Files, etc. Does NOT include Regulatory Agency Correspondence) | Minimum 2 years |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | GC §60201; City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017 | None          |

**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

| Office of Record (OFR)  | Records Series No. | Records Description   | Total Retention         | Vital? | Media Options | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference   | Legal Mandate |
|---|--------------------|---|-------------------------|--------|---------------|------------------------|------------------------------------|--|---------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                         |                    |   |                         |        |               |                        |                                    |  |               |
| <i>Retentions imply full file folder + (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>  |                    |   |                         |        |               |                        |                                    |  |               |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |   |                         |        |               |                        |                                    |  |               |
| Dept. that Authors Document or Receives the District's Original Document  | DW-006             | <p>Correspondence - <b>TRANSITORY / PRELIMINARY DRAFTS</b>, Interagency and Intraagency Memoranda NOT retained in the ordinary course of business</p> <p><b>Content NOT Substantive</b>, or NOT made or retained for the purpose of preserving the informational content for future reference</p> <p>(e.g. calendars, checklists, e-mail, social media posting, employee directories, flyers, invitations, instant messaging, inventories, logs, mailing lists, meeting room registrations, speaker cards, staff videoconference chats, notes and recordings, supply inventories, staff videoconferences, chats, notes, recordings, telephone messages, text messages, transmittal letters, thank yous, requests from other cities, preliminary notices for construction projects, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)</p> | When No Longer Required |        | Mag, Ppr      |                        |                                    | <p>Electronic and paper records are categorized, filed and retained based upon the <b>CONTENT</b> of the record. Records where <b>either the Content relates in a substantive way to the conduct of the public's business</b>, or ARE made or retained for the purpose of preserving the informational content for future reference <b>are saved</b> by placing them in an electronic or paper (project) file folder and retained for the applicable retention period. If not mentioned here, consult District Counsel to determine if a record is considered transitory / preliminary draft. GC §§60201, 6252, 6254(a); 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017</p> | None          |

**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

| Office of Record (OFR)  | Records Series No. | Records Description  | Total Retention  | Vital?                 | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate   |
|---|--------------------|--|--|------------------------|-------------------|------------------------|------------------------------------|---|---|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                         |                    |  |  |                        |                   |                        |                                    |   |   |
| <i>Retentions imply full file folder + (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>  |                    |  |  |                        |                   |                        |                                    |   |   |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |  |                        |                   |                        |                                    |   |   |
| Lead Dept. Responsible for Resolution   | DW-007             | Customer Issues and Concerns (excludes Clean Water Act)  | Minimum 2 years  | Yes: Before Resolution | Mag, Ppr          |                        |                                    | District preference; Statute of Limitations for public official misconduct is discovery of offense + 4 years ; State and Fed laws is until final disposition of formal complaint; State requires 2 years after action; EVC § 1045, GC §§12946, 12960, 60201; PC §§801.5, 803(c), VC §2547               | None  |
| Lead Dept.  | DW-008             | Drafts & Notes: Drafts that are revised (retain final version)   | When No Longer Required  |                        | Mag, Ppr          |                        |                                    | As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the General Counsel to determine if a record is considered a draft. GC §§60201, 6252, 6254(a)   | None  |
| Lead Dept.  | DW-009             | Grants / FEMA or OES Reimbursement Claims / Reimbursable Claims / Subventions ( <b>SUCCESSFUL</b> Reports, other records required to pass the funding agency's audit, if required)<br><br>Applications (successful), program rules, regulations & procedures, reports to grant funding agencies, correspondence, audit records, completion records | After Funding Agency Audit, if required - <b>Minimum 7 years</b> |                        | Mag, Ppr          |                        |                                    | District Preference; Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.334; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a); OMB Circular A-110 & A-133; GC §§8546.7, 62001 | 3 years from expenditure report or final payment of grantee or subgrantee |
| Lead Dept.  | DW-010             | Grants: <b>UNSUCCESSFUL</b> (Applications, Correspondence, etc.)   | 2 years  |                        | Mag, Ppr          |                        |                                    | GC §60201   | None  |
| Lead Department   | DW-011             | Notice of Completion   | P  |                        | Mag, Mfr, OD, Ppr | S/I                    | No                                 | District Preference (infrastructure / disaster recovery); CCP § 337 et. seq., GC §60201   | None  |

**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

| Office of Record (OFR)  | Records Series No. | Records Description  | Total Retention                             | Vital?            | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate |
|---|--------------------|--|---|-------------------|-------------------|------------------------|------------------------------------|---|---------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                         |                    |  |   |                   |                   |                        |                                    |   |               |
| <i>Retentions imply full file folder + (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>  |                    |  |   |                   |                   |                        |                                    |   |               |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |   |                   |                   |                        |                                    |   |               |
| Human Resources   | DW-012             | Personnel Files - Department-level files. Official personnel files are maintained by Human Resources               | Do Not Retain in Department                 | Before Separation | Mag, Ppr          |                        |                                    | Ensure records kept in Department files comply with District policy; Originals are maintained by Human Resources. Supervisors notes should be incorporated in the employee's annual performance review; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201                     | None          |
| Human Resources   | DW-013             | Personnel Folders - Department-level <b>Supervisor's Notes</b> . Personnel files are maintained by Human Resources | 1 year (included in annual perf. appraisal) |                   | Mag, Ppr          |                        |                                    | Preliminary drafts; Ensure records kept in Department files comply with District policy; Originals are maintained by Human Resources. Supervisors notes should be incorporated in the employee's annual performance review; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201 | None          |
| Lead Dept.  | DW-014             | Reference Materials: Policies, Procedures, Brochures, Manuals, & Reports: Produced by <b>OTHER</b> Departments     | When Superseded                             |                   | Mag, OD, Mfr, Ppr |                        |                                    | Copies; GC §60200   | None          |
| Lead Dept.  | DW-015             | Reference Materials: Policies, Procedures, Brochures, Manuals, & Reports: Produced by <b>OUTSIDE ORGANIZATIONS</b> | When No Longer Required                     |                   | Mag, Ppr          |                        |                                    | Non-Records   | None          |
| Dept. that <b>Authors</b> Document  | DW-016             | Reference Materials: Policies, Procedures, Brochures, Manuals, & Reports: Produced by <b>YOUR</b> Department       | Minimum of Superseded + 2 years             |                   | Mag, Mfr, OD, Ppr | S / I                  | Yes: When Super-seded              | District Secretary maintains Board Policies, Human Resources maintains other Administrative Policies; Documents of historical significance should be retained longer; GC §60201   | None          |



**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

| Office of Record (OFR)  | Records Series No. | Records Description  | Total Retention | Vital? | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference   | Legal Mandate |
|---|--------------------|--|-----------------|--------|-------------------|------------------------|------------------------------------|--|---------------|
| <i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>                         |                    |  |                 |        |                   |                        |                                    |  |               |
| <i>Retentions imply full file folder + (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>  |                    |  |                 |        |                   |                        |                                    |  |               |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                 |        |                   |                        |                                    |  |               |
| Lead Dept.  | DW-017             | Reports and Studies - White Papers, Issue Papers, Scientific Studies (other than Annual Reports - e.g. Water Rate Study)   | Minimum 2 years |        | Mag, Ppr          |                        |                                    | GC §60201  | None          |
| Safety & Risk Manage.   | DW-018             | SDS (Safety Data Sheets) / MSDS (Material Safety Data Sheets)  | Superseded      |        | Mag, Mfr, OD, Ppr | S                      | Yes: After Inactive                | Copies; GC §60200  | None          |
| Lead Dept.  | DW-019             | Surveys / Questionnaires (that the District issues).<br><br>If a summary of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed as drafts (When No Longer Required) | 2 years         |        | Mag, Ppr          |                        |                                    | GC §§60200, 60201  | None          |
| Lead Dept.  | DW-020             | <b>Training - All Course Records</b><br><br>(Attendance Rosters, Outlines and Materials; includes Ethics, Harassment Prevention, Safety training, Tailgates)   | 5 years         |        | Mag, Mfr, OD, Ppr | S                      | Yes: When Inactive                 | District Preference; Ethics & Harassment Prevention Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 12960, 60201, 53235.2(b); 53237.2(b) | 5 years       |

**RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES**

| Office of Record (OFR)  | Records Series No. | Records Description  | Total Retention | Vital?          | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference   | Legal Mandate                    |
|---|--------------------|--|-----------------|-----------------|-------------------|------------------------|------------------------------------|--|----------------------------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>  |                    |  |                 |                 |                   |                        |                                    |  |                                  |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |                    |  |                 |                 |                   |                        |                                    |  |                                  |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                 |                 |                   |                        |                                    |  |                                  |
| <b>ADMINISTRATIVE SERVICES / FINANCE / ACCOUNTING &amp; BUDGETING</b>   |                    |  |                 |                 |                   |                        |                                    |  |                                  |
| Admin. Services / Finance / Accounting & Budgeting  | AS-001             | 1099's, 1096's   | 7 years         |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §60201(d)(12); 29 USC 436 | 4 years after tax is due or paid |
| Admin. Services / Finance / Accounting & Budgeting  | AS-002             | Accounts Payable Source Records & Purchase Orders (All Records and Reports Includes Invoices, Receivers, Packing Slips, Travel Expense Reimbursements, etc.) | 7 years         | Yes: Until Paid | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | May contain independent contractor's compensation, expense reimbursement, or District credit card records; Meets municipal government auditing standards; GC §60201(d)(12) | 7 years                          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-003             | Accounts Receivable Source Records (All Records and Reports,   | 7 years         | Yes: Until Paid | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201  | None                             |
| Admin. Services / Finance / Accounting & Budgeting  | AS-004             | Audit Backup / Audit Work Papers   | 5 years         |                 | Mag, Ppr          |                        |                                    | District Preference; GC §60201   | None                             |
| Admin. Services / Finance / Accounting & Budgeting  | AS-005             | Audited Financial Statements / Annual Comprehensive Financial Report (ACFR)  | P               |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; District Secretary retains original permanently; GC §60201 et seq.  | None                             |
| Admin. Services / Finance / Accounting & Budgeting  | AS-006             | Bank Deposits, Cash receipt summary, Electronic Payment Report, Direct Debit Reports, etc. (non-water)   | 7 years         |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201  | None                             |

**RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES**

| Office of Record (OFR)  | Records Series No. | Records Description  | Total Retention            | Vital?                   | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference   | Legal Mandate |
|---|--------------------|--|----------------------------|--------------------------|-------------------|------------------------|------------------------------------|--|---------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>  |                    |  |                            |                          |                   |                        |                                    |  |               |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |                    |  |                            |                          |                   |                        |                                    |  |               |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                            |                          |                   |                        |                                    |  |               |
| Admin. Services / Finance / Accounting & Budgeting  | AS-007             | Bank Reconciliation & Bank Statements (Transaction Statements, Wire Transfers, Check Listing Audit Trail, Deposits, Returned Checks, etc.) | 7 years                    |                          | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201  | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-008             | Budget Transfer Requests & Journals, Budget Adjustments  | 7 years                    | Yes: Current Fiscal Year | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Administrative Services maintains originals; longer for administrative value; GC §60201 et seq.   | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-009             | Budgets - Adopted (Proposed Budget with all Changes)   | P                          | Yes: Current Fiscal Year | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | Administrative Services is OFR: Must be filed with County Auditor; GC §60200, 53901  | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-010             | Check Registers  | 7 years                    |                          | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Statute of Limitations is 4 years; Meets municipal government auditing standards; GC §60201, CCP § 337                                      | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-011             | Checks - Canceled (Cashed) or Voided   | 7 years                    |                          | Mag, OD, Ppr      | S / I                  | Yes (Bank Portal)                  | May contain independent contractor's compensation; Statute of Limitations is 4 years; Meets municipal government auditing standards; GC §60201(d)(12), CCP § 337 | 7 years       |
| Admin. Services / Finance / Accounting & Budgeting  | AS-012             | Claims / Claim for Damages / Lawsuits / Litigation   | Final Settlement + 5 years | Yes: Until Resolution    | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards and applicable statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 60201 et seq.;        | None          |

**RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES**

| Office of Record (OFR)  | Records Series No. | Records Description  | Total Retention              | Vital?          | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate |
|---|--------------------|--|------------------------------|-----------------|-------------------|------------------------|------------------------------------|---|---------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>  |                    |  |                              |                 |                   |                        |                                    |   |               |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |                    |  |                              |                 |                   |                        |                                    |   |               |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                              |                 |                   |                        |                                    |   |               |
| Admin. Services / Finance / Accounting & Budgeting  | AS-013             | Depreciation Schedules   | P                            |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference to facilitate GASB 34; GC §60201                              | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-014             | Employee reimbursements (e.g. Boot Allowance, etc.)  | 7 years                      | Yes: Until Paid | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | GC §60201(d)(12)  | 7 years       |
| Admin. Services / Finance / Accounting & Budgeting  | AS-015             | Escheatment  | 7 years                      |                 | Mag, Ppr          | S / I                  | Yes: After QC & OD                 | District Preference; CCP §340(d); GC §60201                                       | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-016             | Financial Database (QuickBooks / Caselle)  | Indefinite - Minimum 7 years |                 | Mag               |                        |                                    | Data is interrelated; GC §60201   | 7 years       |
| Admin. Services / Finance / Accounting & Budgeting  | AS-017             | Financial Reports: Journals, Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets, Budget Adjustments | When No Longer Required      |                 | Mag, Ppr          |                        |                                    | Draft / Preliminary documents (the financial database is the original); GC §60201 | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-018             | Fixed Assets - Auction / Disposal / Sales / Surplused  | 7 years                      |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201     | None          |

**RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES**

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| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                       |                 |                   |                        |                                    |   |               |
| Admin. Services / Finance / Accounting & Budgeting  | AS-019             | Fixed Assets - Inventory, Schedule of Infrastructure and Buildings   | 7 years               |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201  | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-020             | Journal Entries  | 7 years               |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Statute of Limitations is 4 years; GC §60201, CCP §337   | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-021             | Monthly & Quarterly Billing (for property damage, recycled water billing etc.)   | 7 years               |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201 | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-022             | Property Tax Assessments / Assessor's Tax Roll / Billing   | 7 years               | Yes             | Mag, OD, Mfr, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201 | None          |
| Admin. Services / Finance / Accounting & Budgeting  | AS-023             | Reports - State and Federal (State Controllers Report, Financial Transaction Report (FTR), Government Compensation Report, etc.) | 7 years               |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201 | None          |
| Admin. Services / Customer Service  | AS-024             | Sewer Lateral Assistance Program   | Fully Paid + 10 years | Yes: Until Paid | Mag, Ppr, Mfr, OD | S / I                  | Yes: After QC & OD                 | District Preference (may be placed on property taxes); GC §60201              | None          |

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| Admin. Services / Finance / Accounting & Budgeting  | AS-025             | W-9s  | Vendor Inactive + 3 years |                     | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | Meets IRS auditing standards; GC §60201   | Vendor Inactive + 3 years |
| <b>ADMINISTRATIVE SERVICES / FINANCE</b>  |                    |   |                           |                     |                   |                        |                                    |   |                           |
| Admin. Services / Finance / Admin.  | AS-026             | Bonds / Certificates of Participation (issued by the District)                                      | Fully Deceased + 10 years | Yes: Until Deceased | Mag, Mfr, OD, Ppr | S / I                  | No                                 | Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq.,337.5(a); GC §43900 et seq. | None                      |
| Admin. Services / Finance / Admin.  | AS-027             | Investment Files - Receipts / Advisor Reports / Trade Tickets / LAIF (Local Agency Investment Fund) | 7 years                   | Yes: Until Paid     | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets auditing standards; FTC Reg's rely on "self-enforcement"; GC§§ 60201, 43900  | None                      |
| Admin. Services / Finance / Admin.  | AS-028             | Rate Ballots and Mailings - Prop. 218 proceedings / Protest Letters / Prop 218 Ballots              | 2 years                   |                     | Mag, Ppr          |                        |                                    | GC §53753(e)(2)   | None                      |
| Admin. Services / Finance / Admin.  | AS-029             | Rate Studies (Rates are adopted by the Board)   | 7 years                   |                     | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201   | None                      |
| <b>ADMINISTRATIVE SERVICES / FINANCE / PAYROLL</b>  |                    |   |                           |                     |                   |                        |                                    |   |                           |
| Admin. Services / Finance / Payroll   | AS-030             | CalPERS Reports; Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements  | 7 years                   |                     | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201  | None                      |

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| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                         |                       |                   |                        |                                    |  |  |
| Admin. Services / Finance / Payroll   | AS-031             | DE-6, DE-7, DE-9 DE-43, W-3, & DE-166, 941 Forms, IRS 5500 Forms (Employee Benefit Plans), PERS / FICA & Medicare Adjustments - Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc. | 7 years                 |                       | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §60201  | 4 years after tax is due or paid   |
| Admin. Services / Finance / Payroll   | AS-032             | Deferred Compensation - Employee Statements  | When No Longer Required |                       | Mag, Ppr          |                        |                                    | Non-records; GC §60201   | None   |
| Admin. Services / Finance / Payroll   | AS-033             | Employee Payroll File: Includes deductions, garnishments, W-4s, etc.   | Separation + 7 years    | Yes: Until Separation | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference to match auditing standards; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 60201; 29 USC 1113 | 7 years; W-4s: 4 years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. |
| Admin. Services / Finance / Payroll   | AS-034             | Payroll Reports / Payroll Registers  | 7 years                 |                       | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | Draft / Preliminary documents used to reconcile accounts and produce final year-end detail payroll register; GC §60201   | 7 years  |

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| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |   |                 |                 |                   |                        |                                    |  |                                  |
| Admin. Services / Finance / Payroll   | AS-035             | PERS Reports (All)  | 7 years         |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; PERS is maintains original records; retained to meet auditing standards; GC §60201 et seq.  | None                             |
| Admin. Services / Finance / Payroll   | AS-036             | Timesheets / Timecards  | 7 years         |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets auditing standards (audit + 4 years); IRS requires 4 years; other State and Federal regulations require 2 years; FTB keeps 3 years; 29 CFR 516.5 & 516.6(a)(1); IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); GC §60201 | 7 years                          |
| Admin. Services / Finance / Payroll   | AS-037             | W-2's   | 7 years         |                 | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29 USC 436, GC §60201(d)(12)   | 4 years after tax is due or paid |
| <b>ADMINISTRATIVE SERVICES / CUSTOMER SERVICE</b>   |                    |   |                 |                 |                   |                        |                                    |  |                                  |
| Admin. Services / Customer Service  | AS-038             | ACH (Automated Clearing House / Direct Debit) Reports and Statements  | 7 years         | Yes: Until Paid | Mag, OD, Mfr, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201  | None                             |
| Admin. Services / Customer Service  | AS-039             | Adjustments to Customer Accounts  | 7 years         | Yes             | Mag, OD, Mfr, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201  | None                             |
| Admin. Services / Customer Service  | AS-040             | Bank Deposits, Cash receipt summary, Electronic Payment Report, Direct Debit Reports, Credit Card Receipts for In-Person Payments, etc. | 7 years         |                 | Mag, OD, Mfr, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201  | None                             |



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| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                             |                 |                   |                        |                                    |   |               |
| Admin. Services / Customer Service  | AS-041             | Checks deposited to Bank (District scans them for the Bank, rather than physically taking the checks to the bank to deposit them.) | Follow Bank Instructions    | Yes             | Mag, OD, Mfr, Ppr | S / I                  | Yes: After QC & OD                 | These are bank instruments, and not District records; per bank agreement.   | None          |
| Admin. Services / Customer Service  | AS-042             | Low Income Reduced Rate Applications   | After Eligibility Expires   | Yes             | Mag, Ppr, Mfr, OD | S / I                  | Yes: After QC & OD                 | District Preference (applicants must re-apply every 2 years); GC §60201   | None          |
| Admin. Services / Customer Service  | AS-043             | Payment Stubs  | After Annual Audit          |                 | Ppr               |                        |                                    | Preliminary draft (some payments do not have stubs with them); GC §60201  | None          |
| Admin. Services / Customer Service  | AS-044             | Returned Checks / Payments not assigned to a collection agency (placed on Property Tax Rolls)                                      | 7 years                     | Yes: Until Paid | Mag, OD, Mfr, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Meets municipal government auditing standards; GC §60201   | None          |
| Admin. Services / Customer Service  | AS-045             | Unpaid Debts (Write-offs)  | 7 years                     |                 | Mag, OD, Mfr, Ppr | S / I                  | Yes: After QC & OD                 | Debts are considered discharged when written off; negative credit information remains on credit reports for 7 years; GC §60201  | None          |
| <b>ADMINISTRATIVE SERVICES / HUMAN RESOURCES</b>  |                    |  |                             |                 |                   |                        |                                    |   |               |
| AS / Human Resources  | AS-046             | 1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage & Transmittal Form)  | 5 years                     |                 | Mag, OD, Mfr, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns" GC §60201 | None          |
| AS / Human Resources  | AS-047             | Appeals  | Final Disposition + 2 years |                 | Mag, OD, Mfr, Ppr | S / I                  | Yes: After QC & OD                 | All State and Federal laws require retention until final disposition of case; State requires 2 years after action is taken; GC §§12946, 12960, 60201  | None          |

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| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                             |                              |                   |                        |                                    |  |                           |
| AS / Human Resources  | AS-048             | Applications for Employment or Resumes: <b>Solicited, but not hired</b>                              | 4 years                     |                              | Mag, OD, Mfr, Ppr | S / I                  | Yes: After QC & OD                 | EEOC / FLSA / ADEA (Age) statute of limitations is 1-3 years; State Law requires 2 years; Reports & Data used to compile EEO reports are required for 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c); 8 CCR §11040.7( c), GC §§12946, 12960, 60201 | 4 years                   |
| AS / Human Resources  | AS-049             | Applications for Employment or Resumes: <b>Unsolicited (no open position)</b> , candidates not hired | When No Longer Required     |                              | Mag, Ppr          |                        |                                    | No positions open; therefore not deemed part of District recruitment practices; considered a transitory record not materially impacting the conduct of the public's business; GC §60201  | None                      |
| AS / Human Resources  | AS-050             | Background Files - Hired Employees   | Termination + 5 years       |                              | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | Retained for administrative value; consistent with job dimensions established by P.O.S.T.; GC §60201   | None                      |
| AS / Human Resources  | AS-051             | Benefit Policy Files / Benefit Plans (CalPERS Health, Dental, Life Insurance, etc)                   | Plan Termination + 6 years  | Yes: Before Expiration       | Mag, Mfr, OD, Ppr | S/I                    | Yes: After QC & OD                 | EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date for retirement; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; 11 CCR 560; 28 CCR 1300.85.1; GC §60201                    | 6 years after filing date |
| AS / Human Resources  | AS-052             | Claims & Litigation (Personnel issues only)  | Final Disposition + 5 years | Yes: Until Final Disposition | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Statute of Limitations for most contracts is 4 years; CCP §§ 337 et seq.; GC §§ 945, 60201  | None                      |

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| AS / Human Resources  | AS-053             | Classification / Compensation Studies and Surveys (for employee classifications)                                     | 50 years                            |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 60201   | None                          |
| AS / Human Resources  | AS-054             | Classification Specification Working Files (used to develop Master Classifications)                                  | Superseded + 3 years                |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, GC §§12946, 12960, 60201  | None                          |
| AS / Human Resources  | AS-055             | COBRA - Employees  | Expiration of Eligibility + 2 years |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | Department preference; 29 CFR 1627.3(2); GC §§12946, 12960, 60201  | None                          |
| AS / Human Resources  | AS-056             | COBRA - Plan   | Plan Termination + 2 years          |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | EEOC / ADEA (Age) requires 1 year after benefit plan termination; 29 CFR 1627.3(2); GC §§12946, 12960, 60201   | None                          |
| AS / Human Resources  | AS-057             | COVID-19 Notifications to Employees  | 3 years                             |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | LC §6409.6(k), GC §60201   | 3 years                       |
| AS / Human Resources  | AS-058             | Department of Fair Employment & Housing (DFEH or EEOC) Claims that are resolved administratively / Harassment Claims | Final Disposition + 5 years         |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | Consistent with other claim retentions (Attorney handles cases that are not resolved administratively); All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; 2 CCR 11013(c); GC §§12946, 12960, 60201 | 2 years after action is taken |

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| AS / Human Resources  | AS-059             | Department of Health Services Licenses and Certifications for Employees (Plant Operators, etc.) | Expiration of License or Certification |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | GC §60201   | None                          |
| AS / Human Resources  | AS-060             | Disciplinary Investigations: Includes Hearing Notes   | Minimum Final Disposition + 3 years    |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | EEOC / FLSA / ADEA (Age) requires 3 years for demotions or discharges; State Law requires 2 years; 29 CFR 1627.3(b)(ii), GC §§12946, 12960, 60201   | 2 years after action is taken |
| AS / Human Resources  | AS-061             | DMV Pull Notices  | When Superseded or Separated           |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District preference (DMV record that the District considers a non-record used for reference); CHP audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §60201  | None                          |
| AS / Human Resources  | AS-062             | Drug Testing - Negative or Positive Results   | 5 years                                |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | D.O.T. Requires 5 years for positive tests, refusals, annual summaries, etc, 1 year for negative tests; EEOC / FLSA / ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1627.3(b)(1)(v), GC §§12946, 12960, 60201; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq | 5 years                       |
| AS / Human Resources  | AS-063             | EDD Reports of New Hires (Employment Development Department) - DE34                             | 3 years                                |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | EEOC / FLSA / ADEA (Age) statute of limitations is 1-3 years; State Law requires 2 years; Reports & Data used to compile EEO reports are required for 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c); 8 CCR §11040.7( c), GC §§12946, 12960, 60201                              | 2 years                       |

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| AS / Human Resources  | AS-064             | FMLA Requests  | Minimum 2 years             |                         | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | GC §60201  | None   |
| AS / Human Resources  | AS-065             | FPPC 700 Series Forms (Statement of Economic Interests): <b>DESIGNATED EMPLOYEES</b> (specified in the District's Conflict of Interest code) | 7 years                     |                         | Mag, Mfr, OD, Ppr | S / I                  | Yes: After 2 years                 | District Secretary maintains records for only Board Members; GC §81009(e)&(g)  | 7 years  |
| AS / Human Resources  | AS-066             | Grievances   | Final Disposition + 5 years | Yes: Before Disposition | Mag, Mfr, OD, Ppr | S/I                    | Yes: After QC & OD                 | District Preference; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; 29 CFR 1602.31 & 1627.3(b)(1) , GC §§12946, 12960, 60201; LC 1174   | 2 years after action is taken                                      |
| AS / Human Resources  | AS-067             | I-9 (Employment Eligibility Verification)  | Separation + 3 years        |                         | Mag, Mfr, OD, Ppr | S/I                    | Yes: After QC & OD                 | Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; INA 274A(b)(3); INS Rule 274a.1(b)(2); 29 CFR 1627.3(b)(i), GC §§12946,12960, 60201 | 1 year from termination or 3 years from hiring, whichever is later |
| AS / Human Resources  | AS-068             | Insurance Policies - <b>General Liability, Workers Compensation</b>  | P                           | Yes: Until Expired      | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC                      | Department Preference; Covers longest possible statute of limitations; CCP §337 et seq.; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i); GC §§ 911.2, 60201   | None   |

**RECORDS RETENTION SCHEDULE: ADMINISTRATIVE SERVICES**

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| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                         |                       |                   |                        |                                    |  |                      |
| AS / Human Resources  | AS-069             | Insurance Policies - <b>Property, Fire, Theft, etc.</b>  | Expiration + 4 years    | Yes: Until Expired    | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC                      | Department Preference; Covers statute of limitations for contracts; CCP §337 et seq.; GC §60201  | None                 |
| AS / Human Resources  | AS-070             | Job Description History File / Board Adopted Classifications   | 50 years                |                       | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; Wage rate tables are 1 or 2 years; State requires 2 years; 29 CFR 516.6(2), 29 CFR 1602.14, LC §1197.5; GC §§12946, 12960, 60201   | None                 |
| GM / District Secretary   | AS-071             | MOUs - Memorandas of Understanding   | Superseded + 20 years   | Yes                   | Mag, Mfr, OD, Ppr | S/I                    | Yes: After QC & OD                 | District Preference (District Secretary maintains originals); GC §60200  | None                 |
| AS / Human Resources  | AS-072             | Personnel Files ( <b>General / Main</b> )<br><br>(Includes Application, Awards, DMV Reports, Disciplinary Actions, Certifications, Commendations, Evaluations, Licenses, Personnel Action Forms, Policy acknowledgements, etc. Excludes Medical Records) | Separation + 6 years    | Yes: Until Separation | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; ; 29 CFR 1602.14; 1602.31 & 1627.3(b)(ii), GC §§12946, 12960, 60201 29 USC 1113; LC §1198.5 | Separation + 4 years |
| AS / Human Resources  | AS-073             | Personnel Files ( <b>Medical/Confidential</b> Records)   | Separation + 30 years   | Yes: Until Separation | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 60201  | Separation + 4 years |
| AS / Human Resources  | AS-074             | Policies NOT adopted by the Board of Directors (Work Papers / Preliminary Drafts)  | When No Longer Required |                       | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | Preliminary Drafts; GC § 60201   | None                 |

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| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |   |                      |                       |                   |                        |                                    |  |                      |
| AS / Human Resources  | AS-075             | Professional Services (e.g. Temporaries hired through an outside personnel company). Includes resume, background clearances                             | Completion + 6 years |                       | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | Statute of Limitations for written contracts are four years from the date of breach; District Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201; 29 USC 1113 | None                 |
| AS / Human Resources  | AS-076             | Recruitment Files: Brochure, advertisement, unsuccessful applications (with or without interviews), selection materials, interview notes, results, etc. | 4 years              |                       | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | State Law requires 4 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14 et seq. 2 CCR 11013(c), GC §§12946, 12960, 60201   | 4 years              |
| AS / Human Resources  | AS-077             | Reimbursement Programs (e.g. boots, vision, child care, etc.)   | 7 years              |                       | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | Meets municipal government auditing standards; GC §60201   | 7 years              |
| AS / Human Resources  | AS-078             | Retirement Files (Managed by CalPERS)   | Separation + 6 years | Yes: Until Separation | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; retirement benefits is 6 years from last action; 29 CFR 1602.31 & 1627.3(b)(ii), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201; 29 USC 1113  | Separation + 4 years |
| AS / Human Resources  | AS-079             | Salary Schedules / Classification / Compensation Schedules  | 10 years             |                       | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference (District Secretary maintains originals, as they are adopted by Resolution); GC §60201   | None                 |

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| AS / Human Resources  | AS-080             | Unemployment Insurance: Claims  | Final Disposition + 2 years     |                       | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | All State and Federal laws require retention until final disposition; State requires 2 years after action is taken; GC §§12946, 12960, 60201  | 2 years after action is taken |
| AS / Human Resources  | AS-081             | Union Negotiation Notes   | 10 years                        |                       | Mag, Ppr          |                        |                                    | District Preference (Preliminary drafts used for interpreting the intent or establishing the reason for provisions); GC § 60201   | None                          |
| AS / Human Resources  | AS-082             | Workers Compensation Files with Adjustments <b>with</b> Future Care Awards, Permanent Disability Award, Lifetime Medical Awards | Upon Death of Employee + 1 year | Yes: Until Fully Paid | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 60201 | None                          |
| AS / Human Resources  | AS-083             | Workers Compensation Files with Adjustments <b>without</b> Future Care Awards, Permanent Disability Award, Lifetime Awards      | Separation + 30 years           |                       | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 60201 | None                          |
| <b>ADMINISTRATIVE SERVICES / INFORMATION TECHNOLOGY</b>   |                    |   |                                 |                       |                   |                        |                                    |   |                               |
| AS / Information Technology   | AS-084             | Backups (Computer Backups)  | When No Longer Required         | Yes                   | Mag.              |                        |                                    | Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §60200 et seq.   | None                          |
| AS / Information Technology   | AS-085             | Software Licenses, Warrantees, Installation Media   | When No Longer Used             |                       | Mag.              |                        |                                    | District Preference; GC §60201 et seq.  | None                          |



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| AS / Information Technology   | AS-086             | UNALTERABLE MEDIA / IMMUTABLE MEDIA (Cloud Immutable Backup, WORM / DVD-r / CD-r / Blue Ray-R) or other unalterable media that does not permit additions, deletions, or changes                         | P                    |        | OD                |                        |                                    | For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); must be stored in a "safe and separate location"; GC 60200, 12168.7, EVC 1550, 2 CCR 22620 et seq..   | None          |
| <b>ADMINISTRATIVE SERVICES / SOLID WASTE</b>  |                    |   |                      |        |                   |                        |                                    |   |               |
| Admin. Services / Solid Waste   | AS-087             | AB 939 Compliance / SB 1383 Compliance (Organic Waste Collection and Recycling) Tonnage Reports / Weights & Measures / Waste Diversion Reports  | 10 years             |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; SB 1383 compliance is required for 5 years; Low-Carbon Fuel Standard regulations credits can be received for 10 years, and are eligible for an extension; 14 CCR § 18995; 2 H&S §39730.7; GC §60201  | 5 years       |
| Admin. Services / Solid Waste   | AS-088             | Agreements & Contracts - <b>Franchise Agreement For Curbside Collection, Household Hazardous Waste, Recycling, etc.</b><br><b>ADMINISTRATIVE RECORDS</b><br><br>Correspondence, project schedules, etc. | Completion + 5 years |        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Preference; Most do not have E&O (Statute of Limitations for E&O is 10 years - insurance certificates are filed with agreement); Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, CCP §§336(a), 337 et. seq., GC §60201 | None          |

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| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>   |                    |   |                            |        |               |                        |                                    |  |               |
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| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |                    |   |                            |        |               |                        |                                    |  |               |
| <b>COLLECTION SYSTEM</b>   |                    |   |                            |        |               |                        |                                    |  |               |
| Collection System  | COL-001            | Assignment Sheets   | 5 years                    |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | NPDES Permits require work schedules be retained for 5 years; EEOC's basic requirement is 1 year after action; Bureau of National Affairs recommends 2 years for work schedules; 29 CFR 516.6(1), 29 CFR 1602.14, GC § 60201 | 5 years       |
| Collection System  | COL-002            | CCTV Collection Line Inspection Tapes / Video Inspections / Video Tapes or Digital Recordings - <b>District Inspections, Customer Videos for either the Lateral Replacement Assistance Program or upon Sale of a Property (Ordinance 180)</b> | 5 years                    |        | Mag           |                        |                                    | District Preference; GC §60201 et seq.   | None          |
| Collection System  | COL-003            | Equipment History / Certifications / Repair Orders (Pumps, Pump Stations, Sewer Lift Stations, etc.)  | Upon Disposal of Equipment |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201 et seq.   | None          |
| Collection System  | COL-004            | Equipment Inspection Records  | 5 years                    |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference to be consistent with other records; GC §60201   | None          |
| Collection System  | COL-005            | Generator Operation Logs  | 5 years                    |        | Mag, Ppr      |                        |                                    | AQMD Rule 1470; Form 400-E-13a instructions, GC §60201   | 5 years       |
| Collection System  | COL-006            | GIS database  | When Superseded            | Yes    | Mag.          |                        |                                    | District Preference (Preliminary documents); the Lead Department should print out historical documents prior to replacing the data; GC §60200, 60201 et seq.   | None          |
| Lead Dept.   | COL-007            | Hazardous Waste Manifests   | P                          |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference (District has "cradle to grave" liability); 40 CFR 262.40, 8 CCR 3204(d)(1)(A), 22 CCR 66262.40; GC §60201   | None          |

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| Collection System  | COL-008            | HHW - Household Hazardous Waste Annual Report         | 5 years                    |                        | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference (test results for hazardous waste generators are required for 3 years); 40 CFR 262.40, 8 CCR 3204(d)(1)(A), 22 CCR 66262.40   | 3 years              |
| Collection System  | COL-009            | HHW - Household Hazardous Waste Disposal Receipts     | 5 years                    |                        | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference (test results for hazardous waste generators are required for 3 years); 40 CFR 262.40, 8 CCR 3204(d)(1)(A), 22 CCR 66262.40   | 3 years              |
| Collection System  | COL-010            | Incident Reports / Service Requests                   | 2 years                    | Yes: Before Resolution | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District preference to cover one complete system cleaning cycle; Statute of Limitations for public official misconduct is discovery of offense + 4 years ; State and Fed laws is until final disposition of formal complaint; State requires 2 years after action; EVC § 1045, GC §§12946, 12960, 60201; PC §§801.5, 803(c), VC §2547 | 2 years after action |
| Collection System  | COL-011            | Maintenance Files: Pump Stations / Wet Wells / Basins | 5 years                    |                        | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District preference; GC §60201  | None                 |
| Collection System  | COL-012            | Operations and Maintenance Manuals                    | Upon Disposal of Equipment |                        | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | GC §60201   | None                 |

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| Collection System OR Plant Operations / Regulatory Compliance ?  | COL-013            | Sanitary Sewer Overflows (SSOs) / Collection System Spill Reports   | 5 years                               |                      | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | Required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR 122.41(j)(2); GC §60201   | 5 years                 |
| Collection System  | COL-014            | Sewer Connections / Laterals / Permits  | P                                     | Yes: Until Completed | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201 et seq.  | None                    |
| Collection System  | COL-015            | Sewer System Management Plans (SSMP) and Audits; Sanitary Spills Overflow Prevention Plan (SSOPP) and Sanitary Sewer Overflow Response Plan | Superseded + 5 years                  |                      | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; SSOs are required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR 122.41(j)(2); GC §60201   | None                    |
| Collection System  | COL-016            | Underground Service Alerts (USAs) / Dig Alerts, Utility Cuts, etc.  | 3 years                               |                      | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | Department Preference (the Regional Notification Center has the obligation to retain the notice for 3 years); GC §§4216.2(d) & 4216.3(d), 60201   | None                    |
| Collection System  | COL-017            | Vehicle & Equipment - Maintenance (Collections Only)  | Sale of Vehicle or Equipment + 1 year |                      | Mag Ppr       |                        |                                    | District preference; If a motor carrier, required for 18 months after vehicle is sold; CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. seq., 13 CCR 1234(f); GC §60201 | Life of Vehicle         |
| <b>MAINTENANCE</b>   |                    |   |                                       |                      |               |                        |                                    |   |                         |
| Division Providing Service / Work  | OPS-018            | Work Orders / Service Requests <b>CMMS DATABASE</b> (Computerized Maintenance Management System)  | Indefinite                            |                      | Mag           |                        |                                    | Data is interrelated; Sewage Sludge is required for 5 years; GC §§4216.2(f) & 4216.3(d); 40 CFR 61.54, 122.41(j)(2), 503.47; GC §60201  | 5 years (sewage Sludge) |

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| Division Providing Service / Work  | OPS-019            | Work Orders / Service Requests - <b>All Information Entered in CMMS Database</b><br><br>(Paper drafts)   | When No Longer Required |        | Mag Ppr       |                        |                                    | Source Documents / Preliminary documents not retained in the ordinary course of business GC §60201   | None                    |
| Division Providing Service / Work  | OPS-020            | Work Orders / Service Requests - <b>NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)<br><br>(Division providing service retains originals; Division requesting service is considered a copy) | 5 years                 |        | Mag Ppr       |                        |                                    | Sewage Sludge is required for 5 years; GC §§4216.2(f) & 4216.3(d); 40 CFR 61.54, 122.41(j)(2), 503.47; GC §60201   | 5 years (sewage Sludge) |
| <b>SAFETY</b>  |                    |  |                         |        |               |                        |                                    |  |                         |
| Safety   | COL-021            | Cal-OSHA Inspections & Citations   | 5 years                 |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a); 29 CFR 1904.33, 29 CFR 1904.44; GC §60201 et seq.; LC §6429c | 5 years                 |
| Safety   | COL-022            | Confined Space Entries / Hot Work Permits & Logs (Permitted entries into confined spaces such as sewers in order to comply with regulations)   | 2 years                 |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | 8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6); GC§60201  | 2 years                 |
| Safety   | COL-023            | Gas Detectors (Portable)   | 5 years                 |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60200   | None                    |
| Safety   | COL-024            | Investigations: Incidents, Unusual Occurrences or Near Misses  | 5 years                 |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60200   | None                    |
| Safety   | COL-025            | Lockout-Blockout / Lockout-Tagout  | 5 years                 |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201 et seq.   | None                    |
| Safety   | COL-026            | Safety Committee / Internal Safety Steering Committee / Safety Task Force  | 5 years                 |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201 et seq.   | None                    |

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| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |                    |   |                       |        |                   |                        |                                    |   |               |
| Safety   | COL-027            | Safety Data Sheets (SDS) / MSDS Masters (Material Safety Data Sheets) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used) | Superseded + 30 years |        | Mag, Mfr, OD, Ppr | S                      | Yes: When Inactive                 | Previous SDS may be obtained from a service; SDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(ii)(B), GC §60201                             | 30 years      |
| Safety   | COL-028            | Safety Inspections / Correspondence / Logs  | 5 years               |        | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201 et seq.  | None          |
| Safety   | COL-029            | Safety Training File  | Separation + 5 years  |        | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference; EPA requires 10 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1627.3(b)(1), 40 CFR 792.195; 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201 | 5 years       |

**RECORDS RETENTION SCHEDULE: DISTRICT ENGINEER**

| Office of Record (OFR)   | Retention No. | Records Description  | Total Retention   | Vital?                       | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate |
|--|---------------|--|---|------------------------------|-------------------|------------------------|------------------------------------|---|---------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>   |               |  |   |                              |                   |                        |                                    |   |               |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                              |               |  |   |                              |                   |                        |                                    |   |               |
| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |               |  |   |                              |                   |                        |                                    |   |               |
| <b>DISTRICT ENGINEER</b>   |               |  |   |                              |                   |                        |                                    |   |               |
| District Engineer  | ENG-001       | Agreements & Contracts ( <b>ENGINEERING DESIGN OR CONSTRUCTION PROJECTS</b> )  | P   | Yes: All                     | Mag, Mfr, OD, Ppr | S                      | Yes: After QC & OD                 | Considered fully discharged when no further work is required by the District; Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §60201                              | None          |
| District Engineer  | ENG-002       | Bonds: Bid Bonds / Bidders Bonds / Letters of Credit ( <a href="#">for Unsuccessful Bidders</a> )  | After Award to Successful Bidder  | Yes: Until Project Completed | Mag, OD, Ppr      | S / I                  | Yes: After QC & OD                 | Financial Instruments submitted with proposals; GC §60201   | None          |
| District Engineer  | ENG-003       | Bonds: Labor & Maintenance Bonds, Performance Bonds  | After District Engineer Release   | Yes: Until Project Completed | Mag, OD, Ppr      | S / I                  | Yes: After QC & OD                 | Financial Instrument to guarantee successful project completion; GC §60201  | None          |
| District Engineer  | ENG-004       | Capital Improvement Projects (CIP) <b>Administration File</b><br><br>Project Administration, Certified Payrolls, Construction Manager's Logs, Hazardous Materials Plans, Meeting Minutes, Project Schedules, Progress meetings, Real Estate Appraisals, Construction Inspection Logs, Daily Inspections, Daily Logs, Punch Lists, etc. | Completion + 10 years or After Funding Agency Audit, if required, whichever is longer | Yes: Until Completed         | Mag, Mfr, OD, Ppr | S/I                    | Yes: After QC & OD                 | Some grant funding agencies require audits; Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §60201 | None          |

**RECORDS RETENTION SCHEDULE: DISTRICT ENGINEER**

| Office of Record (OFR)   | Retention No. | Records Description  | Total Retention                | Vital?                       | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference   | Legal Mandate                    |
|--|---------------|--|--------------------------------|------------------------------|-------------------|------------------------|------------------------------------|--|----------------------------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>   |               |  |                                |                              |                   |                        |                                    |  |                                  |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                              |               |  |                                |                              |                   |                        |                                    |  |                                  |
| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |               |  |                                |                              |                   |                        |                                    |  |                                  |
| District Engineer  | ENG-005       | Capital Improvement Projects (CIP):<br><b>Permanent File</b><br>Specifications & Addenda, Contract Copies, Change Orders, CEQA / Environmental Documents - EIRs, Negative Declarations, Exemptions, Materials Testing Reports, Photos, PHA (Process Hazard Analysis) / Process Safety Information RFI's & Responses, Soil Reports, Studies, Submittals, Successful Proposal, Surveys, etc. | P                              | Yes: Until Completed         | Mag, Mfr, OD, Ppr | S/I                    | Yes: After QC & OD                 | District Preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §60201  | reasonable period of time - CEQA |
| District Engineer  | ENG-006       | CEQA / NEPA Documents:<br><b>Correspondence &amp; Staff Notes</b><br>(Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Categorical Exemptions, etc.)  | Completion + 30 days           |                              | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (53 Cal.App.5th 733); PRC 21167,6; GC §60201 | Completion of CEQA Process       |
| District Engineer  | ENG-007       | CEQA / NEPA Documents: <b>Prepared by District</b> (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)  | P (Maintained in Project File) | Yes: Until Project Completed | Mag, OD, Ppr      | S / I                  | Yes: After QC & OD                 | Copies usually filed in Project File (Water Resources is OFR); GC §60201   | reasonable period of time - CEQA |



**RECORDS RETENTION SCHEDULE: DISTRICT ENGINEER**

| Office of Record (OFR)   | Retention No. | Records Description  | Total Retention         | Vital?                       | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate                    |
|--|---------------|--|-------------------------|------------------------------|-------------------|------------------------|------------------------------------|---|----------------------------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>   |               |  |                         |                              |                   |                        |                                    |   |                                  |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                              |               |  |                         |                              |                   |                        |                                    |   |                                  |
| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |               |  |                         |                              |                   |                        |                                    |   |                                  |
| (Other Agencies)   | ENG-008       | CEQA / NEPA Documents: <b>Prepared by Others</b> (District comments) (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)  | When No Longer Required | Yes: Until Project Completed | Mag, OD, Ppr      | S / I                  | Yes: After QC & OD                 | Not District Records (the Lead Agency retains the originals).   | None                             |
| District Engineer  | ENG-009       | Drawings, Maps, Plans and Record Drawings, Large-Format Drawings, Survey Record Maps, "As-Built"   | P                       | Yes (all)                    | Mag, Mfr, OD, Ppr | S/I                    | No (disaster response)             | Drafts should be destroyed; GC §60201   | None                             |
| District Engineer  | ENG-010       | Preliminary Studies / Project Assessments (Not Acquired or Built)  | Minimum 10 years        |                              | Mag, OD, Ppr      | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201  | None                             |
| District Engineer  | ENG-011       | Private Development: <b>Administration File</b><br>Construction Inspections, Construction Bonds, Indemnity Bonds, Photos, Private Lab Verifications, Testing Lab Final Reports                               | Completion + 10 years   | Yes: Until Completed         | Mag, Mfr, OD, Ppr | S/I                    | Yes: After QC & OD                 | Statute of Limitations for Errors & Omissions is 10 years; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §60201 | None                             |
| District Engineer  | ENG-012       | Private Development: <b>Permanent File</b><br>Drainage, Encroachments, Grading Permits & Plans, Rights of Way, Soils Reports, Real Property: Dedications, Easements, Abandonments Record Drawings / As-Built | P                       | Yes: Until Completed         | Mag, Mfr, OD, Ppr | S/I                    | Yes: After QC & OD                 | District Preference; retained for disaster preparedness purposes; Statewide guidelines propose Permanent for Infrastructure plans; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); CCP §337 et. seq., GC §60201                       | reasonable period of time - CEQA |

**RECORDS RETENTION SCHEDULE: GENERAL MANAGER**

| Office of Record (OFR)  | Records Series No. | Records Description  | Total Retention         | Vital?                   | Media Options | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate |
|---|--------------------|--|-------------------------|--------------------------|---------------|------------------------|------------------------------------|---|---------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>  |                    |  |                         |                          |               |                        |                                    |   |               |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |                    |  |                         |                          |               |                        |                                    |   |               |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                         |                          |               |                        |                                    |   |               |
| <b>GENERAL MANAGER</b>  |                    |  |                         |                          |               |                        |                                    |   |               |
| General Manager   | GM-001             | General Manager's Correspondence   | Minimum 2 years         |                          | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201                                      | None          |
| <b>COMMUNICATIONS &amp; PUBLIC AFFAIRS</b>  |                    |  |                         |                          |               |                        |                                    |   |               |
| GM / Communic. & Public Affairs   | GM-002             | Legislative Advocacies, Amicus Briefs, Miscellaneous, etc.                       | Minimum 2 years         |                          | Mag, Ppr      |                        |                                    | GC §60201   | None          |
| GM / Communic. & Public Affairs   | GM-003             | News Clippings   | When No Longer Required |                          | Ppr           | S / I                  | Yes                                | Non-records   | None          |
| GM / Communic. & Public Affairs   | GM-004             | Newsletters - Customers & Employees  | P                       |                          | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference for historical purposes; GC §60201              | None          |
| GM / Communic. & Public Affairs   | GM-005             | Photos & Slides  | When No Longer Required |                          | Mag, Ppr      |                        |                                    | Drafts; final photos may become part of a final document; GC §60201 | None          |
| GM / Communic. & Public Affairs   | GM-006             | Press Releases   | Minimum 2 years         |                          | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | GC §60201   | None          |
| GM / Communic. & Public Affairs   | GM-007             | Projects & Outreach / Subject Files (Issues and/or projects will vary over time) | Minimum 2 years         | Yes: While Active Issues | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | GC §60201   | None          |
| <b>DISTRICT SECRETARY</b>   |                    |  |                         |                          |               |                        |                                    |   |               |

**RECORDS RETENTION SCHEDULE: GENERAL MANAGER**

| Office of Record (OFR)  | Records Series No. | Records Description   | Total Retention                   | Vital?                   | Media Options     | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate |
|---|--------------------|---|-----------------------------------|--------------------------|-------------------|------------------------|------------------------------------|---|---------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>  |                    |   |                                   |                          |                   |                        |                                    |   |               |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |                    |   |                                   |                          |                   |                        |                                    |   |               |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |   |                                   |                          |                   |                        |                                    |   |               |
| GM / District Secretary   | GM-008             | Agenda Packets - District Board of Directors, Subcommittees of the Board (Includes Agenda Staff Reports, Annotated Agendas, etc.)   | P                                 | Yes: Before Meeting Date | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201  | None          |
| GM / District Secretary   | GM-009             | Agreements & Contracts ( <b>ALL JPAs, MOUs, or If IMAGED</b> )<br>District Engineer is the Office of Record for all Agreements or Contracts related to Engineering  | P                                 | Yes: All                 | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference (for disaster recovery purposes); GC §60201   | None          |
| GM / District Secretary   | GM-010             | Agreements & Contracts ( <b>CONSULTANTS, LEASES, MAINTENANCE, PROFESSIONAL SERVICES, NOT IMAGED</b> )<br>District Engineer is the Office of Record for all Agreements or Contracts related to Engineering | Completion / Discharge + 10 years | Yes: Before Completion   | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | Considered fully discharged when no further work is required by the District; Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; CCP §337 et. seq., GC §60201 | None          |
| GM / District Secretary   | GM-011             | Appointments to a Vacancy on the Board of Directors   | 2 years                           |                          | Mag, Ppr          |                        |                                    | District Preference (the proceedings are recorded in the Minutes); GC §60201  | None          |
| GM / District Secretary   | GM-012             | Board of Directors Policies   | Minimum of Superseded + 2 years   |                          | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201  | None          |
| GM / District Secretary   | GM-013             | Chronological History of Board Members  | P                                 |                          | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | Historical Value; GC §60201   | None          |
| GM / District Secretary   | GM-014             | Conflict of Interest Code (Resolution)  | P                                 |                          | Mag, Mfr, OD, Ppr | S / I                  | No                                 | GC §60200   | P             |

**RECORDS RETENTION SCHEDULE: GENERAL MANAGER**

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|---|--------------------|---|--|--------|---------------|------------------------|------------------------------------|--|--|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>  |                    |   |  |        |               |                        |                                    |  |  |
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| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |   |  |        |               |                        |                                    |  |  |
| GM / District Secretary   | GM-015             | District Formation (incorporation papers), Mergers, Boundary Changes, Organization or Reorganizations of the District Approved by the Board | P  |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | Part of the Agenda Packet, which is maintained permanently; Required for formal changes to the district approved by the Board only; GC §60201(d)(1)                                | None   |
| GM / District Secretary   | GM-016             | District Seal   | P  |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; GC §§60201  | None   |
| <b>DISTRICT SECRETARY / ELECTIONS - CONSOLIDATED</b>  |                    |   |  |        |               |                        |                                    |  |  |
| GM / District Secretary   | GM-017             | Biographies / Resumes: Elected Officials  | When No Longer Required                                |        | Mag, Ppr      |                        |                                    | District Preference; GC §60201   | None   |
| GM / District Secretary   | GM-018             | Elections - GENERAL, <b>WORKING</b> or ADMINISTRATION Files (Correspondence, Notices, Postings, County Election Services, etc.)             | 2 years  |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | Used for a model for the next election, GC §60201  | None   |
| GM / District Secretary   | GM-019             | Elections - Petitions (Initiative, Recall or Referendum)  | Results or Final Examination if No Election + 8 months |        | Ppr           |                        |                                    | Not accessible to the public; The 8 month retention applies after election results, or final examination if no election. Applies unless a legal/FPPC proceeding. EC §§17200, 17400 | Results or Final Examination if No Election + 8 months |
| <b>(End of Elections Section)</b>   |                    |   |  |        |               |                        |                                    |  |  |
| GM / District Secretary   | GM-020             | Ethics Training & Harassment Prevention Certificates for Board Members  | 5 years  |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | GC §§53235.2(b); 53237.2(b)  | 5 years  |
| GM / District Secretary   | GM-021             | FPPC 700 Series Forms (Statement of Economic Interests): <b>PUBLIC OFFICIALS</b> (elected & not elected District Board Members)             | 4 years  |        | Mfr, OD, Ppr  | S / I                  | Yes: After 2 years                 | Human Resources maintains records for other employees and public officials. District maintains copies only; original statements are filed with the County; GC §81009(f)&(g)        | 4 years  |
| GM / District Secretary   | GM-022             | FPPC Form 801 (Gift to Agency Report)   | 7 years  |        | Mfr, OD, Ppr  | S / I                  | Yes: After 2 years                 | Must post on website; 2 CCR 18944(c)(3)(G)   | 7 years  |

**RECORDS RETENTION SCHEDULE: GENERAL MANAGER**

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|---|--------------------|---|-----------------|-------------------------|-------------------|------------------------|------------------------------------|---|--------------------------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>  |                    |   |                 |                         |                   |                        |                                    |   |                                |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |                    |   |                 |                         |                   |                        |                                    |   |                                |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |   |                 |                         |                   |                        |                                    |   |                                |
| GM / District Secretary   | GM-023             | FPPC Form 802 (Tickets Provided by Agency Report)   | 7 years         |                         | Mfr, OD, Ppr      | S / I                  | Yes: After 2 years                 | Must post on website for 4 years; GC §81009(e)  | 7 years                        |
| GM / District Secretary   | GM-024             | FPPC Form 806 (Agency Report of Public Official Appointments)   | 2 years         |                         | Mfr, OD, Ppr      | S / I                  | Yes: After 2 years                 | Must post on website; 2 CCR 18702.5; GC §60201  | 2 years                        |
| GM / District Secretary   | GM-025             | Historical Records  | P               |                         | Mag, Mfr, OD, Ppr | S / I                  | Yes: After QC & OD                 | District Secretary Determines Historical Significance; GC §60201  | None                           |
| GM / District Secretary   | GM-026             | Improvement Districts / Assessment Districts  | P               | Yes: Before Termination | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference (records also maintained by Engineering); GC §60201   | None                           |
| GM / District Secretary   | GM-027             | Minutes: District Board of Directors, all Subcommittees and Financing Corporation & Financing Authority       | P               | Yes (all)               | Mag, Ppr, OD      | S / I                  | No                                 | GC §60201(d)(3)   | P                              |
| GM / District Secretary   | GM-028             | Ordinances  | P               | Yes (all)               | Mag, Ppr, OD      | S / I                  | No                                 | GC §60201 et. seq.  | P                              |
| GM / District Secretary   | GM-029             | Proof of Publication / Affidavits of Posting Notices / Legal Advertising / Notices / Public Hearing Notices   | 2 years         |                         | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference; Brown Act challenges must be filed within 30 or 90 days of action; GC §§60201, 54960.1(c)(1) | None                           |
| GM / District Secretary   | GM-030             | Records Retention Schedules / Authorization for Amendments to Retention Schedules                             | P               |                         | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference; GC § 60201   | Original Reso= P, Updates None |
| GM / District Secretary   | GM-031             | Records Destruction Lists / Records Destruction Authorization Forms   | 10 years        |                         | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | GC §60201(b)(1)(B)  | None                           |
| GM / District Secretary   | GM-032             | Resolutions   | P               | Yes (all)               | Mag, Mfr, OD, Ppr | S / I                  | No                                 | GC §60201 et. seq.  | P                              |
| GM / District Secretary   | GM-033             | Statement of Facts / Registry of Public Agencies (Required of all Public Agencies whenever the Chair changes) | 1 year          |                         | Mag, Ppr, OD      | S / I                  | Yes: After QC & OD                 | District Preference; GC § 60201   | None                           |

**RECORDS RETENTION SCHEDULE: GENERAL MANAGER**

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|---|--------------------|--|-----------------|--------------------------|---------------|------------------------|------------------------------------|---|---------------------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>  |                    |  |                 |                          |               |                        |                                    |   |                           |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                             |                    |  |                 |                          |               |                        |                                    |   |                           |
| <b>HOLDS:</b> <i>Litigation, complaints, claims, public records act requests, audits and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i> |                    |  |                 |                          |               |                        |                                    |   |                           |
| GM / District Secretary   | GM-034             | Subject Files  | Minimum 2 years | Yes: While Active Issues | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | GC §60201   | None                      |
| GM / District Secretary   | GM-035             | Recordings ( <b>Audio or Video</b> ) District Board meetings | Minimum 4 years |                          | Mag           |                        |                                    | District Preference; legally required for 30 days (or adoption of the minutes); GC §§54953.5(b), 53161, 60201 | Audio=30 days, Video=None |

## RECORDS RETENTION SCHEDULE: PLANT OPERATIONS Environmental Services, Laboratory, Pollution Prevention, Regulatory Compliance)

| Office of Record (OFR)   | Records Series No. | Records Description                          | Total Retention                                   | Vital?                 | Media Options | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate |
|--|--------------------|--|---|------------------------|---------------|------------------------|------------------------------------|---|---------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>   |                    |  |   |                        |               |                        |                                    |   |               |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                              |                    |  |   |                        |               |                        |                                    |   |               |
| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |                    |  |   |                        |               |                        |                                    |   |               |
| <b>ENVIRONMENTAL SERVICES (LABORATORY)</b>   |                    |  |   |                        |               |                        |                                    |   |               |
| Plant Ops / Environ. Services (Laboratory)   | OPS-001            | Chemical Hygiene Plans                       | 30 years  |                        | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 14300.33(a); GC §§12946, 12960, 60201   | None          |
| Plant Ops / Environ. Services (Laboratory)   | OPS-002            | Chemical Inventory                           | 30 years  |                        | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 14300.33(a); GC §§12946, 12960, 60201   | None          |
| Plant Ops / Environ. Services (Laboratory)   | OPS-003            | Environmental Agencies / Regulatory Agencies | When No Longer Required - <b>Minimum 10 years</b> |                        | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201  | None          |
| Plant Ops / Environ. Services (Laboratory)   | OPS-004            | Equipment Calibration                        | 5 years   |                        | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District Preference; Standard for bacteriological and organics testing for potable water; Actual laboratory reports may be kept, or data may be transferred to tabular summaries; State law requires 5 years; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470, GC §60201 | None          |
| Lead Dept.   | OPS-005            | Hazardous Waste Manifests                    | P   | Yes: Before Resolution | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District Preference (District has "cradle to grave" liability); 40 CFR 262.40, 22 CCR 66262.40; GC §60201   | None          |
| Plant Ops / Environ. Services (Laboratory)   | OPS-006            | Laboratory Analysis / Chain of Custody (ALL) | 5 years   |                        | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District Preference; Standard for bacteriological and organics testing for potable water; Actual laboratory reports may be kept, or data may be transferred to tabular summaries; State law requires 5 years; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470, GC §60201 | None          |

## RECORDS RETENTION SCHEDULE: PLANT OPERATIONS Environmental Services, Laboratory, Pollution Prevention, Regulatory Compliance)

| Office of Record (OFR)   | Records Series No. | Records Description   | Total Retention      | Vital? | Media Options | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference  | Legal Mandate |
|--|--------------------|---|----------------------|--------|---------------|------------------------|------------------------------------|---|---------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>   |                    |   |                      |        |               |                        |                                    |   |               |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                              |                    |   |                      |        |               |                        |                                    |   |               |
| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |                    |   |                      |        |               |                        |                                    |   |               |
| Plant Ops / Environ. Services (Laboratory)   | OPS-007            | Laboratory Certification / ELAP                               | 5 years              |        | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District Preference; Standard for bacteriological and organics testing for potable water; Actual laboratory reports may be kept, or data may be transferred to tabular summaries; State law requires 5 years; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470, GC §60201 | None          |
| Plant Ops / Environ. Services (Laboratory)   | OPS-008            | Laboratory Log Books, Notebooks, Corrective Action Logs, etc. | 5 years              |        | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District Preference; Standard for bacteriological and organics testing for potable water; Actual laboratory reports may be kept, or data may be transferred to tabular summaries; State law requires 5 years; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470, GC §60201 | None          |
| Plant Ops / Environ. Services (Laboratory)   | OPS-009            | Laboratory Testing Procedures                                 | Superseded + 5 years |        | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District Preference; Standard for bacteriological and organics testing for potable water; Actual laboratory reports may be kept, or data may be transferred to tabular summaries; State law requires 5 years; 40 CFR 141.33(a) and (b)(1); 22 CCR §64470, GC §60201 | None          |
| Plant Ops / Environ. Services (Laboratory)   | OPS-010            | Manuals - Operation and Maintenance for various equipment     | Life of Equipment    |        | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | Administrative value; GC §60201   | None          |
| <b>PLANT OPERATIONS</b>  |                    |   |                      |        |               |                        |                                    |   |               |
| Plant Ops / Ops  | OPS-011            | Biosolids Reports - Monthly, Quarterly, Annual                | 5 years              |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | Consistent sewage sludge requirements; WC §13263.2(b) et seq.; 40 CFR 122.41(j)(2); GC §60201   | 5 years       |



## RECORDS RETENTION SCHEDULE: PLANT OPERATIONS Environmental Services, Laboratory, Pollution Prevention, Regulatory Compliance)

| Office of Record (OFR)   | Records Series No. | Records Description  | Total Retention            | Vital?                 | Media Options | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference   | Legal Mandate           |
|--|--------------------|--|----------------------------|------------------------|---------------|------------------------|------------------------------------|--|-------------------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>   |                    |  |                            |                        |               |                        |                                    |  |                         |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                              |                    |  |                            |                        |               |                        |                                    |  |                         |
| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |                    |  |                            |                        |               |                        |                                    |  |                         |
| Plant Ops / Ops  | OPS-012            | Checklists & Daily Plant Reading / Gas Usage / Inspections / Daily Plant Operations Checklists / Reports / Round sheets / Check sheets / Log Books | 5 years                    |                        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference to be consistent with other records; 40 CFR 122.41(j)(2); GC §60201  | None                    |
| Plant Ops / Ops  | OPS-013            | Chemical Usage Logs & Reports  | 5 years                    |                        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201   | None                    |
| Plant Ops / Ops  | OPS-014            | Customer Issues and Concerns   | 5 years                    | Yes: Before Resolution | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; Statute of Limitations for public official misconduct is discovery of offense + 4 years ; State and Fed laws is until final disposition of formal complaint; EVC § 1045, GC §§12946, 12960, 60201 | None                    |
| Plant Ops / Ops  | OPS-015            | Generator Run-Time Logs / Engine Generator Logs / Generator Operation Logs / Generator Hour Logs   | 5 years                    |                        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | AQMD Rule 1470; Form 400-E-13a instructions, GC §60201   | 5 years                 |
| Plant Ops / Ops  | OPS-016            | Log Books / Equipment Hour Readings / Hour Readings with Checklist   | 5 years                    |                        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference - NPDES records are required for 3-5 years; 40 CFR §§122.21, 122.41, 122.44; GC §60201   | None                    |
| Plant Ops / Ops  | OPS-017            | Logs of Pickups / Weigh Tags for Hauling / Grit Screening ./ Septage Hauling & Discharge Manifests / Reports                                       | 5 years                    |                        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; 40 CFR 122.41(j)(2); WC §13263.2(b) et seq.; GC §60201  | 5 years (sewage Sludge) |
| Plant Ops / Ops  | OPS-018            | NPDES Monitoring Reports   | 5 years                    |                        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference (often, permits are not renewed in a timely manner); Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §60201   | 3 years                 |
| Plant Ops / Ops  | OPS-019            | Operations and Maintenance Manuals   | Upon Disposal of Equipment |                        | Mag, Ppr      |                        |                                    | District Preference; GC §60201   | None                    |

## RECORDS RETENTION SCHEDULE: PLANT OPERATIONS Environmental Services, Laboratory, Pollution Prevention, Regulatory Compliance)

| Office of Record (OFR)   | Records Series No. | Records Description  | Total Retention         | Vital? | Media Options | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference   | Legal Mandate           |
|--|--------------------|--|-------------------------|--------|---------------|------------------------|------------------------------------|--|-------------------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>   |                    |  |                         |        |               |                        |                                    |  |                         |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                              |                    |  |                         |        |               |                        |                                    |  |                         |
| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |                    |  |                         |        |               |                        |                                    |  |                         |
| Plant Ops / Ops  | OPS-020            | Reports, Charts, Flow Charts, Dissolved Oxygen, NPDES Monitoring, Samples, Studies & Testing (Annual / monthly / daily: Biosolids, calibration, compliance, flow data, meter readings, maintenance, odor surveys, tests, totalizer sheets, strip chart recordings - folding, roll, etc.) | 5 years                 |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference to be consistent with sewage sludge; 40 CFR 122.41(j)(2); GC §60201  | 5 years (sewage Sludge) |
| Plant Ops / Ops  | OPS-021            | SCADA: Supervisory Control and Data Acquisition  | Indefinite              |        | Mag           |                        |                                    | Data is interrelated; system qualifies as a "trusted system"; GC §§60201, 12168.7  | None                    |
| Plant Ops / Ops  | OPS-022            | SOPs - Standard Operating Procedures / Process Control Documents   | Superseded + 5 years    |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference to cover the period of time applicable records are retained; 40 CFR 122.41(j)(2); GC §60201                        | 5 years (sewage Sludge) |
| Division Providing Service / Work  | OPS-023            | Work Orders / Service Requests <b>CMMS DATABASE</b> (Computerized Maintenance Management System)   | Indefinite              |        | Mag           |                        |                                    | Data is interrelated; Sewage Sludge is required for 5 years; GC §§4216.2(f) & 4216.3(d); 40 CFR 61.54, 122.41(j)(2), 503.47; GC §60201 | 5 years (sewage Sludge) |
| Division Providing Service / Work  | OPS-024            | Work Orders / Service Requests - <b>All Information Entered in CMMS Database</b><br><br>(Paper drafts)   | When No Longer Required |        | Mag Ppr       |                        |                                    | Source Documents / Preliminary documents not retained in the ordinary course of business GC §60201                                     | None                    |
| Division Providing Service / Work  | OPS-025            | Work Orders / Service Requests - <b>NOT entered in CMMS Database</b> (or partial information entered into CMMS Database)<br><br>(Division providing service retains originals; Division requesting service is considered a copy)   | 5 years                 |        | Mag Ppr       |                        |                                    | Sewage Sludge is required for 5 years; GC §§4216.2(f) & 4216.3(d); 40 CFR 61.54, 122.41(j)(2), 503.47; GC §60201                       | 5 years (sewage Sludge) |

## RECORDS RETENTION SCHEDULE: PLANT OPERATIONS Environmental Services, Laboratory, Pollution Prevention, Regulatory Compliance)

| Office of Record (OFR)   | Records Series No. | Records Description   | Total Retention                | Vital? | Media Options | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference   | Legal Mandate                  |
|--|--------------------|---|--------------------------------|--------|---------------|------------------------|------------------------------------|--|--------------------------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>   |                    |   |                                |        |               |                        |                                    |  |                                |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                              |                    |   |                                |        |               |                        |                                    |  |                                |
| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |                    |   |                                |        |               |                        |                                    |  |                                |
| Plant Ops / Ops  | OPS-026            | Work Schedules / Turnover Logs  | 5 years                        |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | NPDES Permits require work schedules be retained for 5 years; EEOC's basic requirement is 1 year after action; Bureau of National Affairs recommends 2 years for work schedules; 0 CFR §§122.21, 122.41, 122.44; 29 CFR 516.6(1), 29 CFR 1602.14, GC § 60201   | 5 years                        |
| <b>POLLUTION PREVENTION / SOURCE CONTROL</b>   |                    |   |                                |        |               |                        |                                    |  |                                |
| Plant Ops / Pollution Prevention / Source Control  | OPS-027            | FOG (Fats, Oil and Grease) - <b>Cases / Investigations / Inspections</b>        | Resolution + 3 years           |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; NPDES Monitoring records required for 3 years; GC §60201  | None                           |
| Plant Ops / Pollution Prevention / Source Control  | OPS-028            | FOG (Fats, Oil and Grease) - <b>Program</b>                                     | 3 years                        |        | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; NPDES Monitoring records required for 3 years; POTW records of monitoring activities and results will be maintained for the longer of five years, the end of related litigation, or a retention period directed by the EPA Director or Regional Administrator. 40 CFR 403.12(o)(2); GC §60201 | 3 years                        |
| Plant Ops / Pollution Prevention / Source Control  | OPS-029            | Industrial Users: Special Discharge Authorizations, etc. (Temporary Discharges) | 3 years                        |        | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44, 40 CFR 792.195; GC §60201   | 3 years                        |
| <b>REGULATORY COMPLIANCE</b>   |                    |   |                                |        |               |                        |                                    |  |                                |
| Plant Ops / Regulatory Compliance  | OPS-017            | Air Quality Permits (Generators, etc)   | Expiration of Permit + 5 years |        | Mag Ppr       |                        |                                    | 40 CFR 70.6; GC §60201   | Expiration of Permit + 5 years |

## RECORDS RETENTION SCHEDULE: PLANT OPERATIONS Environmental Services, Laboratory, Pollution Prevention, Regulatory Compliance)

| Office of Record (OFR)   | Records Series No. | Records Description                                       | Total Retention                | Vital?                   | Media Options | Image: I=Import S=Scan | Destroy Paper after Imaged & QC'd? | Comments / Reference   | Legal Mandate                  |
|--|--------------------|---|--------------------------------|--------------------------|---------------|------------------------|------------------------------------|--|--------------------------------|
| <i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>   |                    |   |                                |                          |               |                        |                                    |  |                                |
| <i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>                              |                    |   |                                |                          |               |                        |                                    |  |                                |
| <i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i> |                    |   |                                |                          |               |                        |                                    |  |                                |
| Plant Ops / Regulatory Compliance  | OPS-039            | Correspondence - <b>Regulatory Agencies or Consultant</b> | Minimum 5 years                | Yes: While Active Issues | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201                                    | None                           |
| Admin. Services / Solid Waste  | AS-119             | HHW - Household Hazardous Waste Operating Permit          | Expiration of Permit + 5 years |                          | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; 14 CCR 18812.4; GC §60201 et seq.   | Expiration of Permit + 3 years |
| Plant Ops / Regulatory Compliance  | OPS-026            | NPDES Permits / General Orders                            | Permit Superseded + 3 years    |                          | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference (often, permits are not renewed in a timely manner); Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44; GC §60201 | Expiration of Permit + 3 years |
| Plant Ops / Environ. Services (Laboratory)   | OPS-005            | Plant Operation Permit                                    | Expiration of Permit + 5 years |                          | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201   | None                           |
| Plant Ops / Environ. Services (Laboratory)   | OPS-005            | Recycled Water Permit                                     | Upon Expiration                |                          | Mag, Ppr, OD  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201   | None                           |
| Plant Ops / Regulatory Compliance  | OPS-040            | Regional Board Pollution Prevention Reports and Audits    | Minimum 5 years                |                          | Mag, OD, Ppr  | S / I                  | Yes: After QC & OD                 | District Preference; GC §60201   | None                           |

## RECORDS RETENTION SCHEDULE LEGEND

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**OFR (Office of Record):** The department that keeps the original or “record copy.” Usually it is the department that originates the record, unless the item is for a Board of Directors meeting (then it is the Board Secretary.)

**Records Description:** The record series (a group of like records).

**Transitory Records** not retained in the ordinary course of business, that do NOT have substantive content: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualifies as a “trusted system”, etc.

**Non-Record:** Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

**Retention/Disposition:**  
**Active:** How long the file remains in the immediate office area (*guideline*)  
**Inactive:** How long the file is in off-site storage, stored on Optical Disk or Microforms (*guideline*)  
**Total Retention:** The total number of years the record will be retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

**P = Permanent**

**Indefinite** = No fixed or specified retention period; used for databases, because the data fields are interrelated.

**Vital?** = Those records that are needed for basic operations in the event of a disaster.

**Media Options** (*guideline*) – the form of the record:  
Mag = Electronic Computer Magnetic Media (Hard drives, Networks, USB Drives, Cloud, etc.)  
Ppr = Paper  
OD = Optical Disk, CD-r, DVD-r, WORM, or other **media** which **does not allow changes**

**Scan / Import** (*guideline*):  
“S” indicates the record should be scanned into the document imaging system;  
“I” indicates the record should be electronically imported into the document imaging system;

**Destroy Paper after Imaged & QC'd / Trustworthy Electronic Record:** “Yes” indicates the electronic record may serve as the OFFICIAL record (and the paper version may be destroyed, or the record may be electronically generated and never exist in paper format;) **IF** the document has been imaged (electronically generated, scanned or imported **and placed on Unalterable Media or Immutable Cloud Media, DVD-R, CD-R, or WORM cation, or microfilmed**) which is stored in a safe & separate location, and both the images and indexing Quality Checked (“QC'd”). The electronic record or image **must contain all significant details from the original and be an adequate substitute for the original document for all purposes**, and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

**Legend for legal citations** (§: Section)  
CC: Civil Code (CA)  
CFC: California Fire Code  
EVC: Evidence Code (CA)  
FTB: Franchise Tax Board (CA)  
HUD: Housing & Urban Develop. (US)  
PC: Penal Code (CA)  
UFC: Uniform Fire Code  
W&I: Welfare & Institutions Code (CA)

B&P: Business & Professions Code (CA)  
CCP: Code of Civil Procedure (CA)  
CFR: Code of Federal Regulations (US)  
FA: Food & Agriculture Code  
GC: Government Code (CA)  
LC: Labor Code (CA)  
PRC: Public Resources Code  
USC: United States Code (US)

CBC: California Building Code  
CCR: California Code of Regulations (CA)  
EC: Elections Code (CA)  
FC: Family Code (CA)  
H&S: Health & Safety Code (CA)  
Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)  
R&T: Revenue & Taxation Code (CA)  
VC: Vehicle Code (CA)

(date)

SUBJECT: UPDATE TO RECORDS RETENTION SCHEDULES

Department: \_\_\_\_\_

Version Number Being Approved: \_\_\_\_\_

Attached are updated Retention Schedules for the above department showing proposed updates in "Track Changes" format.

The updates have been reviewed, approved, and made by the District's records management consultant, who specializes in California local government records (Gladwell Governmental Services, Inc.)

Per the resolution originally adopting the records retention schedules, updates are authorized to be made without further action by the Board of Directors, but must obtain the consent of the Department Head and General Manager.

I have reviewed and approved the proposed updates to the Records Retention Schedules.

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

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

Department: \_\_\_\_\_

**Form RM-1: RECORDS DESTRUCTION AUTHORIZATION FORM**

The records listed below (or on the attached list) are **scheduled to be destroyed**, as indicated on the Records Retention Schedule.

The records are not the subject of any claim, litigation, investigation, or audit.

(List records here, or attach a list)

| File # | Records Description | From (Start Date) | To (End Date) | Box # | Retention # | Retention Period |
|--------|---------------------|-------------------|---------------|-------|-------------|------------------|
|        |                     |                   |               |       |             |                  |
|        |                     |                   |               |       |             |                  |
|        |                     |                   |               |       |             |                  |
|        |                     |                   |               |       |             |                  |
|        |                     |                   |               |       |             |                  |
|        |                     |                   |               |       |             |                  |
|        |                     |                   |               |       |             |                  |
|        |                     |                   |               |       |             |                  |
|        |                     |                   |               |       |             |                  |

Check one option for destruction:

- Shredding is Required (Records contain private information) OR
- Recycle (Records do NOT contain private information)

Employee Preparing Records: \_\_\_\_\_ Date: \_\_\_\_\_

**DOCUMENTS HAVE BEEN REVIEWED AND APPROVED FOR DESTRUCTION**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

Return this form to the originating department following approval (they coordinate the shredder arrangements)

-----  
*(Complete after destruction has been performed, if done by Employees. If destruction is performed by a commercial vendor, have them provide you with a certificate.)*

**I HEREBY CERTIFY** that the items listed above have been destroyed in accordance with policies and procedures:

\_\_\_\_\_  
Employee Performing Destruction

\_\_\_\_\_  
Date

Return this form to the Secretary of the District after completed



# Agenda Summary Report

**To:** Board of Directors  
**From:** Michael P. Cortez, PE, District Engineer  
 (415) 526-1518; [mcortez@lqvsd.org](mailto:mcortez@lqvsd.org)  
**Meeting Date:** December 1, 2022  
**Re:** Approval of Power Purchase Agreement with ForeFront Power  
 and Set Public Hearing per Government Code 4217  
**Item Type:** Consent  Action  Information  Other   
**Standard Contract:** Yes  No  (See attached) Not Applicable

## STAFF RECOMMENDATIONS

1. Board approves the terms and conditions of the Power Purchase Agreement (PPA) 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.
2. Board authorizes District 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:
  - a) Energy Service Contract pursuant to Government Code Section 4217.12
  - b) Facility Financing Contract pursuant to Government Code Section 4217.13

## BACKGROUND

On July 21, 2022, the District Board directed staff to proceed negotiating a PPA with ForeFront Power for the upgrade of the existing 588kW solar photovoltaic system to ~1 megawatt. District staff and Kenwood Energy have completed price negotiations with ForeFront Power and District legal counsel have completed the review of the General Conditions and Supplemental Conditions.

Attached with this report are the following:

1. Technical Memorandum prepared by Tim Holmes with Kenwood Energy describing the financial impacts of the PPA and economic benefits of PPA versus Capital Purchase
2. Draft PPA General Conditions
3. Draft PPA Supplemental Conditions

Tim Holmes and ForeFront Power will discuss details of the PPA at the meeting.

The Public Notice for the Energy Service Contract with FFP BTM Solar, LLC will read as follows:

*The Las Gallinas Valley Sanitary District Board of Directors shall hold a public hearing on January 5, 2023 for the purposes of presenting certain findings, taking public comment, and approving a Resolution 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 Las Gallinas Valley Sanitary District Board of Directors' findings shall provide, and Energy Services Contract shall require that the cost to the District to implement the energy related improvements will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in absence of purchasing the energy improvements.*

The Public Notice for the Finance Agreement with FFP BTM Solar, LLC will read as follows:

*The Las Gallinas Valley Sanitary District Board of Directors shall hold a public hearing on January 5, 2023 for the purposes of taking public comment, 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.*

District residents and commercial customers will be notified through publishing notices of the public hearing in the Marin Independent Journal and posting on the District's website.

**PREVIOUS BOARD ACTION(S)**

N/A

**ENVIRONMENTAL REVIEW**

Staff will file appropriate CEQA documents at an appropriate time in the future.

**FISCAL IMPACT**

See attached Technical Memorandum by Kenwood Energy.

# 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<br>Payment | Savings    | Net Savings | Discounted<br>Savings | Cumulative<br>Discounted<br>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                   |

**ATTACHMENT 2  
DRAFT PPA GENERAL  
CONDITIONS**

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**GENERAL TERMS AND CONDITIONS OF  
ENERGY SERVICES AGREEMENT**

*These General Terms and Conditions of Energy Services Agreement are dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022 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 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 or 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: \_\_\_\_\_

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**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

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**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.

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**ATTACHMENT 3  
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CONDITIONS**

**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 \_\_\_\_\_, 2022 (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:

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**SCHEDULES**

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

|  |  |
|--|--|
| <b><u>A. Premises</u></b>                      | <b>Las Gallinas Valley Sanitary District<br/>Wastewater Treatment Facility<br/>300 Smith Ranch Road<br/>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>                      | 1085.76 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.

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### 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<br>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<br>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.

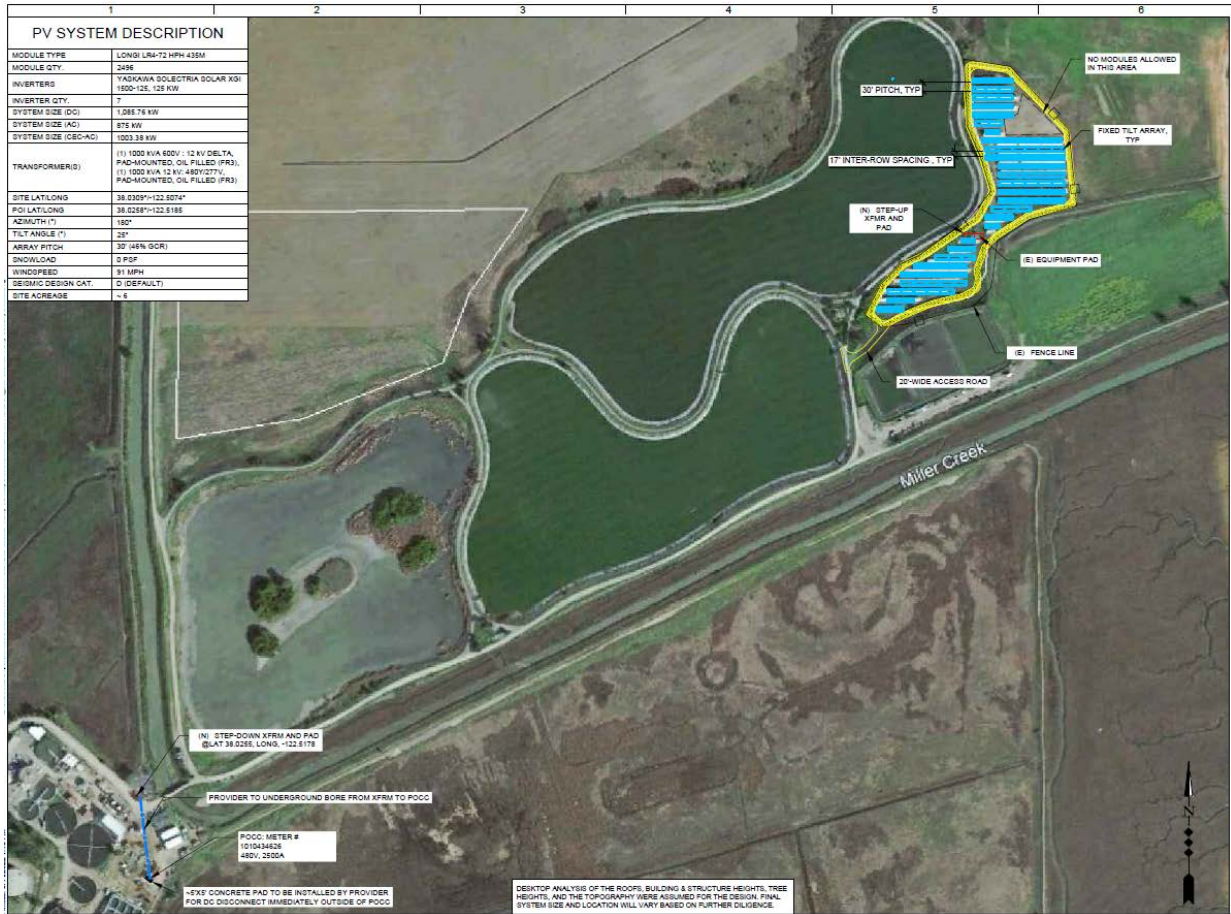
- Provider assumes that existing grade is level and that no grading is required in support of System installation.
- Provider shall not be responsible for exporting soils. Any spoils that result from the installation of the System are assumed to be spread on site.
- Provider does not intend to use PVC 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 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.

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### VIII. Schedule 8 – Site Diagram



**FOREFRONT POWER**

700 FOREFRONT POWER, LLC, INC. (F)  
100 MONTGOMERY ST. #726  
SAN FRANCISCO, CA 94104  
(855) 204-6083  
www.ForefrontPower.com

---

STAMP:

NOT FOR CONSTRUCTION

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LAS GALLINAS SANITARY DISTRICT

300 SMITH RANCH ROAD,  
SAN RAFAEL, CA 94903

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PROJECT NUMBER: CL-20-0142

SHEET TITLE: LAYOUT

SHEET SIZE: ANSI B  
17" X 17"

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| REV. | DESCRIPTION | DATE    | INT. |
|------|-------------|---------|------|
| 1    | REVISED CL  | 6.8.22  | RH   |
| 2    | REVISED CL  | 7.7.22  | RH   |
| 3    | REVISED CL  | 8.5.22  | RH   |
| 4    | REVISED CL  | 5.14.22 | RH   |

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DATE: 6.26.2022  
PROJECT ENGINEER: RH

PROJECT PHASE: IE ESTIMATE

SCALE: 1" = 200'

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:   |           |







Item Number 7

GM Review CP

# Agenda Summary Report

**To:** Board of Directors  
**From:** Teri Lerch, Board Secretary  
 (415) 526-1510; tlerch@lgsd.org  
**Mtg. Date:** December 1, 2022  
**Re:** Notification regarding Vacancy on the Board  
**Item Type:** Consent \_\_\_\_\_ Action X Information \_\_\_\_\_ Other \_\_\_\_\_  
**Standard Contract:** Yes \_\_\_\_\_ No \_\_\_\_\_ (See attached) Not Applicable X .

## STAFF RECOMMENDATION

The Board announces a vacancy exists on the District Board of Las Gallinas Valley Sanitary District due to Director Judy Schriebman passing away.

The Board makes a determination on whether to fill the vacancy by appointment or by calling for an election.

If filling by appointment, staff recommends the application period be from December 2, 2022 to December 19, 2022.

## BACKGROUND

Board Director and President Judy Schriebman passed away on November 20, 2022. The Marin County Registrar of Voters must be notified of the vacancy within fifteen (15) days of the announcement of the vacancy. The procedures for filling a vacancy on the Board are governed by Section 1780 of the Government Code. (Cal. Health & Safety Code § 6483) and are outlined in Board Policy B-90 (Attachment A).

When a vacancy exists, and the Board elects to appoint, the Board shall request applications from the public by posting a Public Notice (Attachment B) in at least three or more conspicuous places in the District for at least fifteen (15) days prior to making an appointment. In addition, the notice will be published in the Marin Independent Journal. The application period, requirements, responsibilities, and filing deadline are included in the attached notice. The appointment must occur within sixty (60) days of the vacancy.

Applicants must complete the District’s Application Form (Attachment C) and attach a resume and submit it to the Secretary of the Board within the specified application period. Interviews will need to be scheduled with the Board in January 2023. The Board would then appoint the selected candidate at a future Board Meeting anticipated to be held in January 2023.

Instead of making an appointment, the Board can call for an election within sixty (60) days of being “notified of the vacancy” or the “effective date of the vacancy, whichever is later.” An election must be held on the next election date.



If neither an appointment is made or a call for an election within sixty (60) days of being “notified of the vacancy or the effective date of the vacancy, whichever is later”, than the County Board of Supervisors may appoint a replacement within ninety (90) days of the date the District Board is “notified of the vacancy or the effective date of the vacancy, whichever is later.”

If within ninety (90) days of the date that the District Board is “notified of the vacancy or the effective date of the vacancy, whichever is later,” the District Board or the Board of Supervisors have not filled the vacancy and no election has been called for, then the District Board shall call for an election, to be held at the next election.

The approximate cost to the District for an all-mail election is approximately \$ 80,000 to \$160,000.

**PREVIOUS BOARD ACTION**

N/A

**ENVIRONMENTAL REVIEW**

N/A

**FISCAL IMPACT**

N/A

**B-90 APPOINTMENT IN EVENT OF VACANCY****Purpose**

This policy determines when a Board vacancy occurs and sets forth procedures to fill the vacancy.

**B-90-10 How a Vacancy Occurs.** A vacancy on the Board is deemed to exist when a Board Member resigns, is impeached, dies or fails to discharge the duties of office for three consecutive months.

**B-90-20 Applications.** After a vacancy exists, the Board shall request applications from the public and announce a schedule for the application period after consultation with the Marin County Registrar of Voters. A date when applicants will be interviewed by the Board in open public session will be established.

**B-90-30 Resumes.** Applicants shall complete a District form and attach a resume and submit it to the Secretary of the Board within the specified application period.

**B-90-40 Interviews.** The Board shall interview all applicants who meet the residency criteria to serve on the Board of Directors. The order of the interviews by the Board shall be determined by draw.

**B-90-50 Majority Vote.** The appointment to fill the vacancy shall be by majority vote.

**B-90-60 Election.** If the vacancy is not filled by appointment, within 60 days of being notified of the vacancy or the effective date of the vacancy, whichever is later, the Board may call for an election.

**B-90-70 Board of Supervisors.** If the Board fails to fill the vacancy by appointment and does not call an election within 60 days of the vacancy occurring, the District shall turn the matter over to the Marin County Board of Supervisors for a decision on an appointment or the calling of an election to fill the vacancy.

|                                 |                                  |
|---------------------------------|----------------------------------|
| <b>Resolution No. 2022-2277</b> | Date Approved: September 1, 2022 |
| President of the Board          | Last Reviewed: September 1, 2022 |



101 Lucas Valley Road, Suite 300, San Rafael, CA 94903  
www.lgvsd.org

## PUBLIC NOTICE:

### Vacancy on Las Gallinas Valley Sanitary District Board of Directors

**Application Period: December \_\_\_\_\_ 2022 to December \_\_\_\_\_ 22**

**REQUIREMENTS:** Candidates must live in the Las Gallinas Valley Sanitary District (LGVSD) 16 square mile service area, which encompasses the northern part of the City of San Rafael and surrounding unincorporated areas of Marin County, including the communities of Lucas Valley, Marinwood, Santa Venetia and Terra Linda.

Prospective candidates must confirm residency requirements and voter registration requirements with the Marin County Elections Office.

**RESPONSIBILITIES:** The Board of Directors sets the policies for the activities and affairs of LGVSD. Board Members are expected to attend all regular board meetings on the first and third Thursday of every month at 4:00 p.m., and additional meetings scheduled as needed. Board Members also serve on committees with regularly scheduled meetings.

**PROCESS:** Applications are available online at [www.lgvsd.org](http://www.lgvsd.org) and from the District Office located at 101 Lucas Valley Road, Suite 300, San Rafael, Monday through Friday between the hours of 6:30 a.m. and 3:00 p.m. If you have questions, contact Teri Lerch, Board Secretary at (415) 472-1734. Candidate interviews with current Board Members are scheduled for **January \_\_\_\_\_, 2023 at \_\_\_\_\_ p.m.** by Zoom meeting. The Board of Directors plans to appoint the selected candidate at a board meeting in January 2023.

**FILING DEADLINE:** *A signed hard copy of the completed application must be physically received by District administrative staff **by 3:00 PM, Monday, December 19, 2022**, at the District Office, 101 Lucas Valley Road, Suite 300, San Rafael, CA 94903. **The District is not accepting emailed applications.***

**TERM OF OFFICE:** The appointment will be effective until December 2024.



Las Gallinas Valley Sanitary District  
APPLICATION FOR MEMBER OF BOARD OF DIRECTORS

|  |           |        |
|--|-----------|--------|
| NAME:  |           |        |
| ADDRESS:   |           |        |
| PHONE: (Day)                                     | (Evening) | (Cell) |
| EMAIL:   |           |        |
| PRESENT POSITION:                                |           |        |
| NAME OF FIRM:                                    |           |        |
| BUSINESS ADDRESS:                                |           |        |
| EDUCATION:                                       |           |        |
| NUMBER OF YEARS I HAVE BEEN A RESIDENT OF LGVSD: |           |        |
| COMMUNITY GROUPS AND AFFILIATIONS:               |           |        |

**FILING DEADLINE: A SIGNED HARD COPY OF THIS APPLICATION MUST BE RECEIVED BY DISTRICT ADMINISTRATIVE STAFF NO LATER THAN 3:00 P.M. JANUARY \_\_\_\_\_ AT THE DISTRICT OFFICE, 101 LUCAS VALLEY ROAD, SUITE 300, SAN RAFAEL, CA 94903.**



MY REASONS FOR WANTING TO SERVE ARE:

Per Government Code Section 1780, the Board of Directors is required to fill this vacancy expeditiously. As such, it is anticipated that round of interviews will be scheduled for **January \_\_\_\_, 2023 at \_\_\_\_ p.m.** If you are invited to the interviews, please **confirm your availability.**

DATE:

SIGNATURE:

12/1/2022

## **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**



**AGENDA**

*Agenda Item 8.3*  
*Date December 1, 2022*

**Air Quality, Climate Change, and Energy (ACE) Workgroup Meeting**

**Meeting Date/Time:** November 15, 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 | Looking ahead to 2023           |
| 2. | Governor’s Budget | Jessica | Status of final budget (AB 179) |

**PRIORITY ISSUES/ACTION ITEMS**

|    | ITEM  | LEAD                            | NOTES   |
|----|---|---------------------------------|---|
| 1. | <u>AB 32 Scoping Plan Update: Carbon Neutrality by 2045</u>                         | Sarah                           | <u>Workshop Series – Oct 28 Modeling Results, Draft Scoping Plan Update, Little Hoover Commission meetings Sept 8 and 22, Governor’s letter to CARB Chair, meetings with CARB Board and Executives advocating for continued uses of biogas</u>  |
| 2. | CARB Advanced Clean Vehicle Regulations (Fleet Electrification)                     | Sarah<br>Steve<br>David<br>Greg | Draft <u>Advanced Clean Fleet Regs, Draft Public Fleet Requirements</u> comments submitted Oct 17, <u>Oct 27 Public Board meeting summary</u> – advocated for continued uses of biogas, including as CNG, until other “clean” technologies are feasible (if any), while remaining compliant with the <u>State Implementation Plan</u> |
| 3. | In-Use Off-Road Diesel-Fueled Fleets Regulation                                     | Sarah                           | <u>Proposed Amendments</u> posted Sept 20, comments submitted Jan 2022 on potential amendments, <u>CARB Public Hearing Nov 17</u>   |
| 4. | <u>SB 1383: Organic Waste CH<sub>4</sub> Emissions Reductions</u>                   | Greg<br>Sarah                   | County ordinance outreach by CalRecycle, CAPCOA meeting to collaborate w/ CalRecycle and CARB on SB 1383 implementation challenges  |
| 5. | <u>Criteria Pollutants &amp; Toxics Emissions Reporting &amp; Hot Spots Program</u> | Sarah<br>David                  | <u>Summary of CTR and EICG, 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, meet with SCAQMD Nov 15, Subgroup meeting Nov 16, to meet with BAAQMD end Nov/early Dec</u>   |
| 6. | Adaptation Update   | Sarah                           | Sea Level Rise Action Plan, <u>30x30 California and 30x30 America the Beautiful</u> , SWRCB climate change preparedness survey status update, and Regional Water Board approaches to climate change resilience planning   |

**INFORMATIONAL ITEMS**

|    | ITEM   | LEAD           | NOTES  |
|----|--|----------------|--|
| 1. | CPUC SB 1440 Decision & Terms  | Greg           | Cal/OSHA remains a challenge, use of biogas in vehicles  |
| 2. | <u>CARB Low Carbon Fuel Standard</u>                                     | Sarah          | Potential changes, <u>workshop Nov 9</u> , comments due Dec 2  |
| 3. | EPA <u>Renewable Fuel Standard RINs</u>                                  | Greg           | Proposal for set rule scheduled for Nov 30   |
| 4. | Renewable Energy Credits   | Sarah          | Increased value of credits with longterm agreements  |
| 5. | Carbon Sequestration Meta-Analysis                                       | Sarah          | Final report by end of 2022/early 2023   |
| 6. | BACT for Large Emergency Diesel Engines: BAAQMD, SMAQMD, SJVAPCD, SCAQMD | Sarah<br>David | BAAQMD, SMAQMD, and SJVAPCD adopted Tier 4; SCAQMD to adopt Tier 4 w/ source test provisions                         |
| 7. | Potential Amendments to Diesel Engine Off-Road Standards                 | Sarah          | CARB Tier 5 rulemaking (pollutant reductions & CO <sub>2</sub> standards), proposal 2024, implement to begin 2028    |
| 8. | <u>Inflation Reduction Act</u>   | Sarah<br>Greg  | Targets energy security, community resilience, climate mitigation, and financial incentives, <u>one-page summary</u> |

**UPCOMING CONFERENCES/EVENTS**

| NAME                                       | DATE/LOCATION           |
|--|-------------------------|
| CASA Winter Conference                     | Jan 25-27, Palm Springs |
| CASA Policy Forum                          | Feb 27 – Mar 1, DC      |
| WEF/IWA RBC and WEF Odors & Air Pollutants | May 16-19, Charlotte    |

**NEXT MEETING:** December 13<sup>th</sup>, 8:30-10:30 am



## 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)
- 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

November 15, 2022 (8:30 – 10:30 am)  
Zoom Link – See Meeting Appointment



1

State Legislation &  
Governor's Budget



2

## 2022 State Legislation

- **AB 1857** (Garcia, Cristina D) – **SIGNED!**  
limits the amount of solid waste diverted to incineration and “transformation” processes (e.g., pyrolysis) to 10%
- **AB 1985** (Rivas, Robert D) – **SIGNED!**  
phases in mandatory procurement of products (that improve soil health, C-sequestration) under SB 1383 – need NRCS Code 336 updated to allow biosolids to be eligible products (CDFA, Virginia Jameson, may help)
- **AB 2247** (Bloom) – **Vetoed but to revisit next year**  
requires labeling of products with intentional use of PFAS; both AB 1817 and AB 2271 were signed restricting PFAS in textiles and cosmetics (respectively)
- Hydrogen legislation (e.g., SB 1075 requiring evaluation of the role of hydrogen in California)



3

## 2022 State Legislation – Climate Package

- **CARBON NEUTRALITY:** AB 1279 codifies carbon neutrality no later than 2045 and establishes 85% emissions reduction target as part of that goal.
- **100% CLEAN ELECTRIC GRID:** SB 1020 establishes clean electricity targets of 90% by 2035 and 95% by 2040 to advance state’s trajectory toward 100% clean electricity retail sales by 2045 (SB 100).
- **CAPTURING AND REMOVING CARBON POLLUTION:** SB 905 and SB 1314 advance engineered technologies to remove carbon pollution, while banning use of them for enhanced oil recovery. Establishes framework for carbon removal and capture, utilization and sequestration. SB 45 requires CalRecycle assist local jurisdictions in complying with SB 1383 regulations.
- **NATURE-BASED SOLUTIONS:** AB 1757 enlists nature in state’s climate agenda to develop achievable carbon removal targets for natural and working lands.



4

## Status of Governor's Budget (AB 179)

- \$37.5 M GGRF to OPC for implementation of SB 1 addressing sea level rise
- \$37.5 M GGRF to the State Coastal Conservancy for protecting communities and natural resources from sea level rise
- \$0.5 M to the CalEPA for Water-Energy Nexus Registry
- \$280 M GGRF (out of \$1.6 B) for Cap-and-Trade Discretionary Spending Plan:
  - \$50 M to ARB for Clean Cars 4 All and other Equity Projects
  - \$10 M to ARB for AB 617 implementation
  - \$75 M to State Coastal Conservancy and OPC to address sea level rise.
  - \$5 M to ARB for methane satellites
  - \$30 M to ARB for community air monitoring
  - \$20 M to ARB for lower emission boats
  - \$10 M to ARB to address HFC refrigerants
  - \$5 M to ARB for wood stoves
  - \$10 M to CalRecycle for methane reduction for wastewater treatment
  - \$10 M to CDFA for methane reduction using cattle feed
  - \$20 M to CDFA for the Alternative Manure Management Program
  - \$20 M to the CEC for CalSHAPE
  - \$15 M to Department of Community Services and Development for farmworker housing in the Low-Income Weatherization Program



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## Status of Governor's Budget (AB 179)

- \$100 M to support Hydrogen Program at CEC and \$5 M to Governor's Office of Business and Economic Development to support hydrogen hubs
- \$100 M to support Industrial Grid Support and Decarbonization Program at CEC
- \$25 M to support Food Production Investment Program at CEC
- \$162 M to support Equitable Building Decarbonization program, of which \$50 M is to support the TECH initiative
- \$20 M to support adoption of ultra-low-GWP refrigerants
- \$45 M to support Offshore Wind Infrastructure
- \$100 M to support Oroville Pump Storage
- \$200 M for energy transmission projects, first round supporting Salton Sea region
- \$50 M to support carbon removal projects
- \$235 M to support ZEVs and infrastructure, with \$180 M to support Clean Cars 4 All and other equity projects, \$15 M to support fueling infrastructure grants, and \$40 M to support implementation of CARB's Commercial Harbor Craft regulations



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## Priority Issues/ Action Items



7

### 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 Meeting July 6<sup>th</sup>, Sept 8<sup>th</sup>, and Sept 22<sup>nd</sup> to get support for use of biogas as transportation fuel
- Staff workshop on modeling results October 28<sup>th</sup>
- Final draft expected November, Public Hearing in December

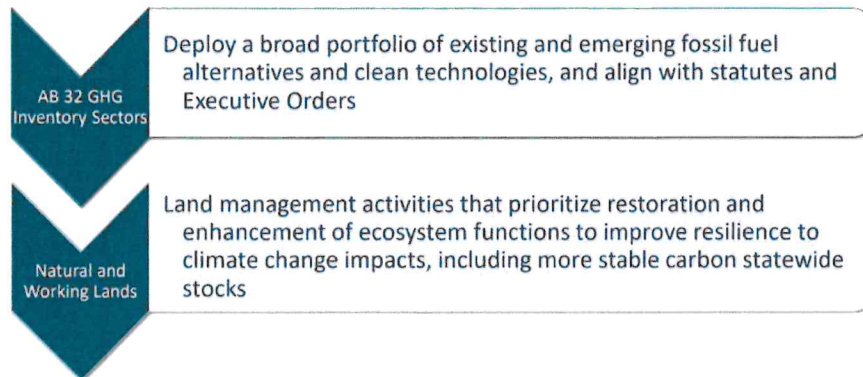


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## 1. AB 32 Scoping Plan Update: Carbon Neutrality

### ■ CARB recommended (May 2022)



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## 1. AB 32 Scoping Plan Update: Carbon Neutrality

- **Governor's July Letter to CARB (July 2022)** – “Prioritize investments in equity and community resilience, while expanding opportunities for climate innovation and manufacturing here in California.”
- **CARB October 28<sup>th</sup> workshop** – updated modeling results
- **CASA has Asked:**
  - CARB maintain multiple uses for renewable non-fossil fuel biogas use for wastewater sector resilience (leveraging events during the heat wave)
  - Delay a transition of essential public service fleet vehicles, subject to technology demonstration (providing explicit edits to regulation and ISOR)
  - CARB to acknowledge benefits of biosolids and show plans to incorporate quantification of those benefits in the NWL scenario modeling

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## 2. CARB Advanced Clean Fleet (ACF) Regulations

### ■ Proposed regulations released August 30th

- 50% of vehicles added must be ZEVs by January 1, 2024
- 100% of vehicles added by 2027
- **CARB OBJECTIVE:** Limit internal combustion engines (including natural gas) in medium- and heavy-duty vehicles, convert to ZEV technologies as quickly as possible
- **ISSUES WITH DRAFT REGULATIONS:**
  - Language only allows biogas to CNG for vehicles that have exemptions (e.g., two-engine, unavailability, or other) until a ZEV or NZEV is “commercially available”
  - Staff would like 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 until successful ZE technology demonstration (for vehicle and other stationary combustion uses) is complete



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## 2. CARB Advanced Clean Fleet (ACF) Regulations

### ■ Prep for Oct 27<sup>th</sup> Public Hearing

- Met with Chair Randolph and Board Members Davina Hurt (BAAQMD), Dr. John Balmes, Phil Serna (SMAQMD), Hector De La Torre, John Eisenhut, Tania Pacheco-Werner (SJVAPCD), Vice Chair Berg, Dr. Daniel Sperling (UC Davis).
- Developed one-page summary for CARB Board
- Provided redline edits in regulatory language
- Submitted formal comment letter Oct 17<sup>th</sup>
- Attended tour in Truckee Donner PUD with CARB executives
- Coordinated testimonies of 15 CASA representatives Oct 27<sup>th</sup>

- 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



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### 3. Proposed Amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation

- Potential amendments presented Dec 14, 2021
- CASA submitted comments Jan 14, 2022, supporting:
  - Inclusion of Alternative Fuels to achieve criteria pollutant reductions
  - Exemption for Vehicles Used for Emergency Operations
  - Compliance Extension for Equipment Manufacturer or Installer Delays
  - Compliance Flexibility for Delays in Availability of Tier 3 or Tier 4 Vehicles
  - Suggestions for a feasible records review process and tracking fleet Certificate of Reported Compliance
  - Suggested CARB prepare and post a list of available R99 locations for entities to determine if their fleet is within an area that does or does not have access to R99.
  - Recommended use of alternative low emission fuels achieving the same or greater emissions reductions (e.g., renewable wastewater-derived biogas).
- Proposed amendments posted Sept 20
- CARB Public Hearing Nov 17



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### 4. 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 to jurisdictions regarding county ordinances
- Meetings of SW-WW-Regulators to continue
- CASA following up with CAPCOA to convene group



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## 5. 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 is broader in scope since it looks beyond VOCs)



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## 5. Next steps

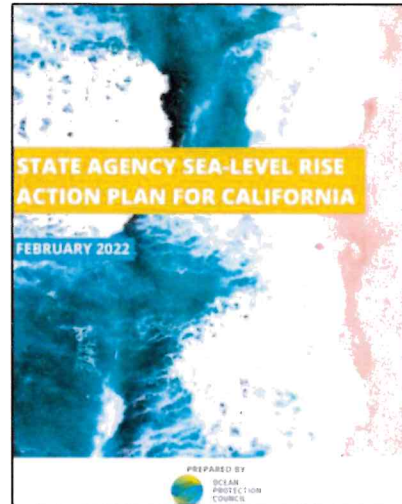
- 2022 actions:
  - Discussed draft approach for Step 1 with John Swanson (CARB) – agrees
  - Meeting with air districts and source test specialists
    - SCAQMD feedback on spreadsheet of CARB-approved sampling/analysis methods today
    - BAAQMD overview end of November/early December
  - Considering performing preliminary scanning at individual facilities in the Bay Area, Central Valley, and South Coast
  - Drafting list of participating agencies, shows 100+ facilities are:
    - >10 MGD, covered primaries (working to clearly note which are covered)
    - >5 MGD, uncovered primaries
  - Coordinating kick-off meeting w/ CARB to begin in December
  - Select governing structure by end of year (Adam Link to join the next subgroup meeting tomorrow)
- Actions will be led by Subgroup (next meeting tomorrow) – please let me know if you’d like to join!



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## 6. 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/Workshops
  - Dec 7<sup>th</sup> (agenda to be released)



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## 6. CA Adaptation: 30x30 California

- 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
- Upcoming Events to be announced working to connect with the 30x30 Partnership Members

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## 6. Adaptation: Biden 30x30 America the Beautiful

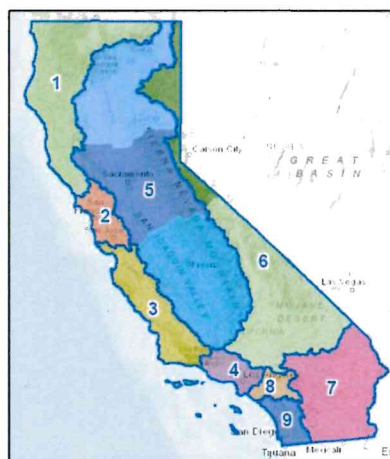
- Eight principles to guide effort:
  - Pursue Collaborative / Inclusive Approach to Conservation
  - Conserve America’s Lands and Waters for Benefit of All People
  - Support Locally Led / Designed Conservation Efforts
  - Honor Tribal Sovereignty / Support Priorities of Tribal Nations
  - Pursue Conservation / Restoration Approaches that Create Jobs and Support Healthy Communities
  - Honor Private Property Rights / Support Voluntary Stewardship Efforts of Private Landowners / Fishers
  - Use Science as a Guide
  - Build on Existing Tools and Strategies that Emphasis Flexibility /Adaptive Approaches
- Actions:
  - Build “American Conservation and Stewardship Atlas” to measure progress
  - Develop annual “America the Beautiful” report providing updates on progress
  - Early focus on and support for:
    - Parks and safe outdoor opportunities in nature-deprived communities
    - Tribally led conservation and restoration priorities
    - Collaborative conservation of fish and wildlife habitats, corridors
    - Access to outdoor recreation
    - Voluntary conservation efforts of fishers, ranchers, farmers, and forest owners
    - Jobs in restoration and resilience



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## 6. CA Adaptation: Varying Approaches to Resilience Planning across Regional Water Boards

- Email sent Sept 1<sup>st</sup>
- NPDES/WDR permit renewals have been requiring climate change vulnerability assessments, action plans, resilience plans, disaster preparedness plans, etc...of various scopes depending on the Regional Water Board
- Some are more prescript than others
- Please be aware of your region, how other regions are approaching it (in discussions with Region 3)
- Be ready to negotiate



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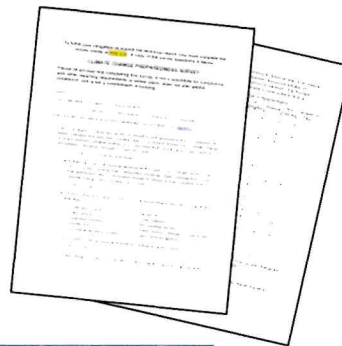
## 6. CA Adaptation: SWRCB Climate Change

### 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 led the 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!**



## Informational Items







## 1. CPUC SB 1440 Decision & Terms

- February 24, 2022: CPUC approved support for SB 1440 requiring Investor-Owned Utilities (IOUs) to procure biomethane via pipeline injection *(still must comply with Cal/OSHA standards, but EPA is expected to issue a new proposal this year and finalize in Aug 2023)*
- Biogas from POTWs who co-digest with diverted organic waste are given priority
- Requires 17.6 Bcf be procured in 2025 – apportioned among IOUs: SoCalGas 49%, PG&E 42%, SDGE 7%, SWG 2% based on their Cap-and-Trade allowance
- Procurement increases to over 4 times that (72.8 Bcf) in 2030
- Must agree to use ZEVs or NZEVs  
*CNG vehicles are allowed as NZEVs until electric vehicles are available*
- Electric generation from biomethane is limited to generation capacity at time entered into procurement agreement



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## 2. CARB Low Carbon Fuel Standard

- Designed to reduce petroleum dependency as well as 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 workshop discussed potential changes, recommending pathways process fuel to hydrogen vs CNG
- CASA submitted comments August 8<sup>th</sup>
- Workshop held November 9<sup>th</sup> focused on options for increasing stringency of CI targets for 2030 and beyond, design of initial scenarios for modeling, modeling approach, soliciting alternatives *(all alternative scenarios achieve a 90% CI reduction target in 2045)*



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## 2. CARB Low Carbon Fuel Standard

### Biomethane Crediting Context

#### Goals:

- Continue to incentivize deployment of methane reduction strategies to support meeting California's near-term SB 1383 targets and 2030 climate target
- Support Scoping Plan policy direction for long-term deployment/use of biomethane for hydrogen and expanding use of biomethane in non-transportation sectors
- Provide appropriate transition time to ensure alternative options are available - we understand investment, need to avoid stranded assets, and continued project operation depends on continued market and policy support.

- Comments due December 2<sup>nd</sup>
- Workshops to continue as Scoping Plan Update is finalized

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## 3. 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 b" with EPA staff – to allocate D3 and D5 per feedstock
- Greg surveyed POTWs across US collecting average MCRT, VSR, and scf/lb VSR and submitted data to EPA (to establish a baseline for sludge-based)
- New EPA staff assigned to RFS in 2022 is looking at D3 value for all biogas
- EPA considering approach to determining allocation
  - 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 for public comment expected any day – expected to be adopted November 30<sup>th</sup>



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## 4. Renewable Energy Credits

- CPUC approved use of tradable renewable energy credits (TRECs) in CA Renewable Portfolio Standard (RPS) program
- Allows parties required to meet RPS to purchase RECs "unbundled" or separate from the associated renewable energy
- At the time, use of TRECs for RPS compliance would be limited to no more than 25% of a given IOU's or Electric Service Provider's annual obligation
- Both the 25% limitation and \$50 price cap were lifted in 2013
- REC value increased recently to >\$3 per REC and members are considering 10-year agreements

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## 5. Carbon Sequestration Meta-Analysis

### Systematic Reviews & Data Extraction

- Virginia Tech to quantify C-sequestration potential from land-applied biosolids
- Systematic review of published and unpublished data
- Data (with consent of authors) to be added to open-access repository
- Promote biosolids research, identify gaps, and inform/harmonize future collection methods

### Can You or Someone You Know Help?

- Review full text
  - Materials and Methods section
  - Checking soil organic carbon/matter data
- If you have unpublished data and it shows changes in soil organic carbon/matter concentrations and stocks, please share
- **Report by end of 2022 / early 2023?**

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## 6. 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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## 7. Potential Amendments to Diesel Engine Off-Road Emission Standards

- “Tier 5 Rulemaking”
  - Reduce NO<sub>x</sub> emissions (up to 90%) and PM emissions (up to 75%) compared to today’s Tier 4 final emission 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 2024
- Implementation to begin in 2028
- Last workshop held August 8<sup>th</sup>, will announce next one scheduled
- CARB has funded several research projects (mainly with Southwest Research Institute, SwRI) to assess feasibility of lower NO<sub>x</sub>, PM, and CO<sub>2</sub> emission standards, and representative useful-life periods

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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 (\$7B), low emissions electricity program, and others
  - Grant programs for reducing GHGs

**Please take a look!**



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## Conferences/Events

- **CASA Winter Conference**  
January 25<sup>th</sup> – 27<sup>th</sup>, Palm Springs
- **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

- December 3<sup>rd</sup>



Thank you!



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## 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.

**12/1/2022**

**BOARD AGENDA ITEM REQUESTS**

**Agenda Item 9B**

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



Agenda Item 10  
Date December 1, 2022

DICK SPOTSWOOD

## **Voters just gave everyone at MMWD a clear message**

If early results hold, the voters just gave Marin Municipal Water District directors an unambiguous message.

The public wants water security, including a four-year reserve — no more kicking the can down the road. Act and do it now. Planning is essential, but with the time and money already spent on studies, MMWD leaders need to make up their mind and implement decisions.

That message apparently wasn't received until election night by expected outgoing directors Jack Gibson, Larry Bragman and Cynthia Koehler.

Koehler chose to retire instead of running for reelection after serving 17 years. Given the substantial vote margins between the candidates so far, it appears there's little doubt the two incumbents, Gibson and Bragman, were defeated.

The nonpartisan election wasn't about personalities; it was about policy. It's widely agreed that Gibson, Bragman and Koehler are dedicated public officials and talented individuals. Likewise, few dispute that all three of the victors are accomplished in their professional and civic lives.

The Marin County Civil Grand Jury report, "A Roadmap to Water Resilience for MMWD" was damning and pivotal. Its central point was clear. "Last year's drought emergency could have been avoided if MMWD had taken sufficient measures to provide for a resilient water supply. With the mounting challenges posed by climate change, the mistakes of the past cannot be repeated. MMWD must establish a roadmap for achieving water supply resilience without delay."

After threatened water rationing, it didn't take much to convince central and southern Marin voters and the agency's 191,000 customers that change was due. The leading vote-getters, Ranjiv Khush (over Bragman), Matthew Samson (over Gibson) and Jed Smith (leading to succeed Koehler), all have committed to implementing new water supplies at the earliest possible date.

All candidates sought endorsements from community-based organizations and leaders to give them credibility.

In the water board elections, support from Marin's COST, the Coalition of Sensible Taxpayers, turned out to be decisive. COST's goal was targeted: encourage new candidates who will aggressively advocate for innovative water sources at a reasonable price.

It's not just that the candidates on their slate, Khush, Samson and Smith, all won. COST was involved early in recruiting them to enter the contest. Rep. Jared Huffman was separately involved in convincing venture capitalist and environmentalist Smith to jump into the race. Conversely, the vaunted Sierra Club endorsement failed to deliver for its endorsees, Bragman and Gibson.

While the role of conservation remains an important component of achieving adequate water availability, new sources need to not just be studied but obtained. There are ample practical options. They include raising dam heights to increase reservoir capacity, capturing winter Russian River water flowing to the Pacific Ocean and storing it in Sonoma's aquifer, plus desalination. Whatever

## EDITORIAL

## Mandate of new leadership for MMWD

In one of the most sweeping Marin Municipal Water District elections in years, voters elected a trio of promised problem-solvers.

The vote denied reelection to two veteran board members who had overseen a dire stretch last year where the drought-stricken district risked running out of water.

A series of late fall storms and continued conservation came to the rescue. The water board can't be blamed for a historic drought, but voters spoke clearly that they want dramatic change in the district's strategy.

There are still votes being counted, but it looks like water scientist Ranjiv Khush of San Anselmo, firefighter Matt Samson of San Rafael and venture capital CEO Jed Smith of Mill Valley are going to be the new guys on the board.

Losing their bids for reelection were 28-year incumbent Jack Gibson and two-term veteran Larry Bragman. A third longtime incumbent, Cynthia Koehler, did not seek reelection.

Fair or not, the three had been branded with the district's conservation-focused strategy.

The three candidates voters turned to on Nov. 8 are seen as a much-needed change, moving toward increasing its supply and capacity to provide a multi-year reserve instead of coming close to running dry.

Conservation has to be part of that strategy, but conservation has been a strong local ethic for MMWD customers for years.

Past elections in recent years have had different focuses — rates and the use of herbicides in the watershed. Supply has been a back-burner issue. But the dire straits of 2021 put supply first and foremost.

Over the past year, MMWD directors have been working on plans to bolster the district's supply, but it's been a slow process while concern about a prolonged drought is understandably growing.

Voters want a new lineup making those decisions.

The incumbents had their chance. During their reelection campaigns, they emphasized their experience. As their terms came to an end, they were making steady progress, but no definitive strategy or an urgent timeline had been adopted.

Studies, discussion and debate — while the drought continued and ratepayers continued under conservation requirements — weren't building confidence in the veteran-led board, which had already taken the district into one close call.

From a politics standpoint, it was too little, too late.

The outgoing members deserve credit for their hard work and service. Gibson has been a strong voice for regional coordination among North Bay water agencies. Bragman has been a steadfast voice for protecting the watershed and Koehler has been a strong leader of the district's emphasis on conservation.

Last Tuesday's results are a sign that voters want change. It was time to shake up leadership that had seen little change in more than a decade.

The two incumbents remaining on the board — whose terms come up for election in 2024 — should be listening, as well.

The three new board members bring a new balance to the board that could help make a difference. The planning that's underway is a good start. But Khush, Samson and Smith are novices when it comes to representative leadership.

There are also district issues that are focused on water supply, such as management of the Mount Tamalpais watershed that plays host to hikers, bikers and fishing enthusiasts and the need to dramatically increase fire safety on that acreage.

Samson's firefighting experience should prove valuable on the latter.

The newcomers now face the challenge of change, providing the leadership necessary to put MMWD on a strong course of increasing its capacity and supply.

Khush framed the task nicely: "There is a real unified, dominant concern that we need to get out of a cycle that perpetuates shortages and occasional crises. ... Solutions are needed to get out of that cycle."

That includes building public support for those solutions — and doing so with a sense of diligent progress.

MMWD

## **Water utility looks to refine its strategy on conservation**

District continues studies on boosting supply in drought



An angler visits Nicasio Reservoir in western Marin on Tuesday. The reservoir is part of the Marin Municipal Water District's storage system. SHERRY LAVARS — MARIN INDEPENDENT JOURNAL



A Marin Municipal Water District sign stands in the drought-tolerant plant demonstration garden at the Falkirk Cultural Center in San Rafael. ALAN DEP — MARIN INDEPENDENT JOURNAL

**BY WILL HOUSTON**

**[WHOUSTON@MARINIJ.COM](mailto:WHOUSTON@MARINIJ.COM)**

As the Marin Municipal Water District nears the end of a nearly yearlong study of potential new water supplies, some district leaders say more information is needed on the costs and benefits of bolstering water conservation investments.

"I'm concerned that we are, as a board and as the public, still lacking the data we need about what's feasible," district board member Cynthia Koehler said during a board meeting on Tuesday.

The district has been studying new water supplies since March after facing the prospect of depleting local reservoir storage following two years of severe drought. Rains in late 2021 helped to nearly refill the district's seven reservoirs, giving it time to review new sources of water.

The district hired the Jacobs Engineering firm to conduct the water supply study. The study seeks to compare estimated costs and water yields for several options, including desalination, recycled water, enlarging reservoirs and new connections to outside water agencies. The results and recommendations are expected to be released in January and likely will include various portfolios of water supply options, according to staff.

However, the study does not include a similar review of water conservation programs as board members had expected. In response, district staff presented their own estimates in August and September on potential water savings and costs from investing in conservation programs such as installing wireless water meters, turf replacement rebates, rain barrels and grey water reuse systems.

Staff estimated, based on the historical performance of these conservation programs and those of other water agencies, that total annual water use could be reduced by about 15% by 2045 to a total of 27,400 acre-feet per year.

By comparison, annual water use in 2020 was 26,500 acre-feet, with an acre-foot equating to about 326,000 gallons. The cost estimate per acre-foot of water saved would be about \$1,800 for the district and \$2,883 for the district's ratepayers, mostly from hardware installation and maintenance costs, according to the district.

In September, the board directed staff to hire the Maddaus Water Management consulting firm to conduct a further review of the estimated water savings from conservation under a contract not to exceed \$14,000. The study was in addition to the Jacobs Engineering water supply study, which could cost up to \$620,200.

On Tuesday, Maddaus Water Management presented its findings. It largely found that the district staff's estimates were reasonable, with some exceptions. The study recommended increased installation of wireless water meters, known as AMI meters, throughout the district, while calling on the district to shy away from funding programs such as pool cover rebates that it said are unlikely to generate high participation or water savings.

The study did include cost estimates, and Koehler expressed concern on Tuesday that the latest study also did not account for increasing participation in conservation programs through time.

"There were assumptions that were made that do not seem to have been questioned," she said during the meeting.

Board member Larry Bragman said conservation program spending has been capped because of financial impacts caused by the drought, but that he has never assumed the conservation budget was set in stone.

"Moving forward I have not assumed that as a policy of this board," Bragman said Tuesday. "I really disagree with that statement about our philosophy and what staff is directing."

Board member Monty Schmitt said he agrees there is "room for further sharpening" on the water savings and the costs of these conservation programs.

"I think that would be time well spent," Schmitt said on Tuesday. "We really want to be cost effective here. That's going to be a key driver, among other things."



**California Special  
Districts Association**

*Districts Stronger Together*



## 2022 Year-End Legislative Report

Major Advocacy Accomplishments:

### **The Voice of Special Districts**

#### **Comprehensive Bill Report**

*CSDA is honored to advocate and represent special districts in the pursuit of providing members with the necessary resources to best serve their communities. In addition to the highlights and bill statistics provided in this report, view CSDA's comprehensive 2022 year-end bill report [here](#).*

(<https://ctweb.capitoltrack.com/public/publish.aspx?session=21&id=600f474e-0795-4f6c-9e60-7dea3c77159a>)

In the midst of the ongoing COVID-19 pandemic, the California State Legislature introduced and CSDA reviewed 5,129 bills during the 2021-22 Legislative Session. CSDA's Legislative Committee adopted positions on 1,498 bills, including 224 priority positions. Of the 102 bills opposed by CSDA, only 23 became law. Of the 123 bills supported by CSDA, 69 became law.



## Highlights From CSDA's 2022 Advocacy Efforts Include:

### Protecting Special District Revenue for Essential Services

- Led the special district response to a detrimental state constitutional amendment that would limit the ability of voters and state and local governments to raise revenues; over 50 special districts have joined CSDA in opposition of the measure that missed the 2022 statewide ballot but is expected to qualify for 2024. (Initiative #21-0042A1)
- Worked extensively with the California Department of Finance and key stakeholders to prevent the diversion of tens of millions of dollars in excess ERAF property tax revenues away from special districts and the communities they serve. (State Budget)

### Putting Infrastructure to Work

- Promoted public policy supporting the most beneficial public works projects in the most efficient manner.
- Blocked legislation expanding CEQA liability that could increase costs and inhibit the construction of critical projects serving communities in need. (AB 1001 and SB 1404)
- Worked collaboratively to promote reasonable application of prevailing wage provisions on construction projects, including the exemption of volunteers. (AB 1851 and AB 2463)

### Supporting the Services Needed to Support Increased Housing

- Successfully opposed legislation that would have made local agencies liable for expansive new penalties associated with the Surplus Land Act. (AB 2357)
- Bolstered a coalition that successfully prevented the State from jeopardizing the effective use of local agency property leases. (SB 361)
- Secured amendments to guard against unilateral reductions in development impact fee revenues needed to fund special district infrastructure. (AB 2186 and AB 2536)

### Little Hoover Commission: Improving Oversight and Accountability

- Concluded a multi-year collaboration with stakeholders on a key recommendation by the Little Hoover Commission that simplifies LAFCO protest provisions. (SB 938)
- Together with other stakeholders, accomplished 16 of the 20 formal recommendations by a 2017 Little Hoover Commission report on special districts, with a pathway forward identified for the remaining four recommendations.
- Hosted a breakout session panel at Special Districts Legislative Days, moderated by the Little Hoover Commission Executive Director, to revitalize recommendations to improve state permitting for local climate change adaptation projects.

### Enhancing Open and Public Meetings

- Developed Brown Act policy principles to guide legislative advocacy efforts building upon successful sponsorship of an emergency remote meeting law (AB 361 of 2021)
- Supported legislation to afford board members an avenue to meet remotely from a private location in a manner that balances the public interest. (AB 2449)
- Backed bills that protected the orderly conduct of meetings and alleviated administrative delays associated with access to meeting materials. (SB 1100 and AB 2647)



## Safeguarding Our Communities' Assets from Cyber Threats

- Garnered amendments to avoid the unnecessary reporting of sensitive information to State bureaucracy in addition to leading federal agencies. (SB 892)
- Stopped the restriction of employers from using common technologies and adopting new technologies for efficiency in the workplace. (AB 1651)
- Avoided the mandating of local agencies to abide by onerous data handling and retention policies outlined in State and federal government policy manuals. (AB 2677)
- As part of the National Special Districts Coalition, advocated for additional resources on cybersecurity threats and improved information sharing. (S. 2520)

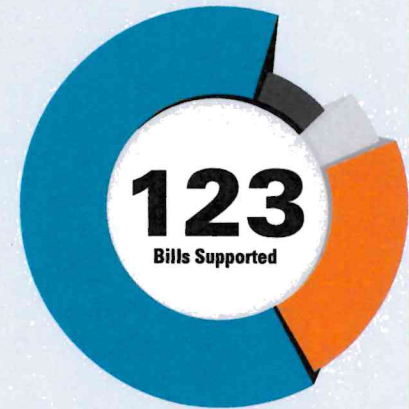
## Partnering With the National Special Districts Coalition In Washington DC.

- As a founding member of the National Special Districts Coalition (NSDC), CSDA extends NSDC resources and benefits to all CSDA members.
- Produced a national report investigating community gaps in fire suppression infrastructure, after engaging with a 24-member working group from nine states.
- Fielded 78 requests through the NSDC "Project Idea Portal" facilitated by CSDA endorsed affiliate The Ferguson Group, and shared access to funding opportunities.
- Adopted official positions on 23 federal bills that would benefit special districts' access to local government programming and enhance their local services.

## Advancing Grassroots Action

- Visited over 800 special districts.
- Increased the number of CSDA-affiliated chapters to 25, with the most recent addition in Sonoma County, and participated in 86 chapter meetings throughout the state.
- Met with 79 state and federal district offices and 40 LAFCOs.
- Facilitated 39 roundtable discussions between special district leaders and State Legislators, Members of Congress, and their staff.
- Organized local events to honor Congressman Salud Carbajal, State Senator Melissa Hurtado, and Assemblymember Robert Rivas as Legislators of the Year for their tireless efforts on behalf of special districts.
- Brought together 188 special district officials and partners to meet with their Legislators and hear from State leaders, including Insurance Commissioner Ricardo Lara.
- Hosted a two-day tour for 27 Capitol Staff, as well as two one-day tours and a virtual tour for hundreds of state and federal officials featuring 19 special districts.
- Conducted educational outreach and arranged briefings, tours, and other engagements with leading legislative candidates.

## 2022 State Legislative Year Statistics



### BILLS SUPPORTED

- 89 – Signed into law
- 8 – Support withdrawn
- 4 – Vetoed
- 42 – Failed passage



### BILLS OPPOSED

- 23 – Signed into law
- 23 – Amended to remove opposition
- 9 – Vetoed
- 46 – Failed passage

ENVIRONMENTAL IMPACTS

## Marin officials pan key housing mandate report

Critics: Study lacks details needed to make decisions



The chapel at St. Vincent's School for Boys rises beyond trees on the school's property in San Rafael. The county has identified three parcels at the campus as areas to allow more housing to meet a state mandate. PHOTOS BY ALAN DEP — MARIN INDEPENDENT JOURNAL



The county has identified a 33-acre parcel near The Jeannette Prandi Children's Center in Lucas Valley to permit new housing to meet a state mandate.

**BY RICHARD HALSTEAD**

**[RHALSTEAD@MARINIJ.COM](mailto:RHALSTEAD@MARINIJ.COM)**

Marin County officials are expressing frustration with a report designed to evaluate the environmental effects of building thousands of new residences to meet a state housing mandate.

The 700-page environmental impact report analyzes the potential ramifications of additional homes at 79 locations in unincorporated areas. The study considered factors such as aesthetics, air quality, greenhouse gases, historic resources, noise, transportation and utilities.

The state has directed the county to accommodate 3,569 new dwellings in its unincorporated areas by 2031. The county's list of potential housing sites contemplates 5,214 new homes, the number analyzed in the environmental impact report.

The county paid the MIG firm in Berkeley \$1.6 million to prepare the report along with updates to its housing and safety element updates. County supervisors and planning commissioners met Wednesday to discuss the report and take public comment.

The most common type of EIR examines the effects of a specific development project. The new report is a "project" EIR that looks at the changes that would result from all the proposed sites being developed.

"The EIR identified 15 impacts that are significant and unavoidable," Rachel Reid, a county planner, told the officials.

These included negative effects on air quality, greenhouse gas emissions, transportation, visual character, water supply and wastewater treatment, noise and tribal resources.

County planners made it clear that officials are free to approve the housing list despite these impacts, and that they will not even be required to adopt alternatives included in the EIR that would reduce the level of the impacts.

“What the EIR doesn’t do is compel the Planning Commission or Board of Supervisors to take any particular action or approve any alternative to the project,” said Sarah Jones, assistant director of the Marin County Community Development Agency.

“The California Environmental Quality Act acknowledges that there might be important reasons to approve a project or adopt a plan that will result in significant impacts,” Jones said.

Commissioner Margot Biehle said, “So we build on sites that are subject to flooding or wildfires or landslides, that have no access to water or sewer service, or have ingress and egress issues. It just seems all a little bananas to me.”

Several officials and members of the public complained that the project EIR is too complex to digest while lacking the amount of detail needed on specific sites and the context of impacts from local municipalities striving to meet their own state housing mandates.

“We can’t really understand the cumulative impacts because we’re only looking at the projects within our jurisdiction,” said Christina Desser, a planning commissioner. “It’s a very frustrating and expensive process that isn’t going to give useful information.”

The EIR presents three alternatives to reduce the project’s impacts. One, a no project alternative, is considered a non-starter because it would make it impossible for the county to comply with its state housing mandates. The other alternatives appear to present viable options.

The second alternative would reduce air pollution by cutting the number of vehicle miles traveled, or VMT. It would achieve this by reducing the number of remote housing sites in West Marin and locating most of the proposed housing sites within about a 2-mile radius of the Highway 101 corridor, or half a mile on either side of Sir Francis Drake Boulevard.

While VMT, air quality and greenhouse gas effects would remain significant and unavoidable, the second alternative would reduce the impacts by 10% to 15%.

The third alternative would address the significant and unavoidable impacts on water and wastewater treatment in the districts of service providers that lack the ability to accommodate the amount of development proposed.

The EIR notes that North Marin Water District is under an emergency water conservation ordinance that prohibits new water service connections except under limited conditions, and Bolinas Community Public Utility District has had a moratorium on new water connections in effect since 1971.

In addition, Bolinas has a moratorium on new sewer connections that has been in effect since 1985, and the Tomales Village Community Services District lacks a treatment plant capacity to serve new development.

The third alternative would relocate housing sites from service districts that lack capacity to serve new development to areas closer to the “city-centered/baylands corridor,” where water and wastewater service providers have greater capacity.

The third alternative would eliminate the significant and unavoidable impacts to water and wastewater service providers that lack capacity. Nevertheless, the EIR identified the second alternative as the superior option because it would reduce more impacts.

Both the second and third options identify the same three sites already on the list as being the most likely places to shift more housing. Those are a 33-acre parcel at 2 Jeannette Prandi Way near Marin County Juvenile Hall in Lucas Valley; two parcels totaling about 234 acres owned by the Buck Institute for Research on Aging in Novato; and three parcels totaling about 315 acres at the St. Vincent's School for Boys property.

Under the second alternative, 479 dwellings would have to be shifted to other locations already included in the housing element. That would include 50 residences slated for a site at San Domenico School and 50 at the former U.S. Coast Guard property in Point Reyes Station.

The third alternative would require relocating 896 dwellings. The larger of the two Buck parcels would account for 225 homes. Other sizable sites requiring relocation under this option in the Novato area would include 300 Olive Ave., 58 homes; 805 Atherton Ave., 55 homes; and 791 Atherton Ave., 55 homes. In Point Reyes Station, it would involve 50 homes at 100 Commodore Webster Drive.

"What I was looking for in the EIR and didn't find is enough information to be able to make some judgment about shifting sites around in the alternatives," said Don Dickenson, a planning commissioner.

Dickenson cited a number of substantive errors in the report related to individual sites. Some officials at the meeting floated the idea of combining the second and third alternatives.

Dickenson said that the county's 1st District, which includes Marinwood and Lucas Valley, could end up with as many as 3,000 new dwellings if the homes recommended for relocation under the two options were added to the housing already slated for the district.

Dickenson said the EIR's assessment of service impacts to the 1st District, particularly to school districts, is inadequate.

"I would find it very difficult to make an informed decision based on the limited information that is actually in the EIR," he said.

About a dozen people spoke during the public comment portion of the meeting. Many echoed the comments made by officials.

"We're going to have to build new schools," said Marinwood resident Stephen Nestel. "The communitywide impacts really need to be discussed."

Susan Morgan of Lucas Valley said, "I found the EIR nearly incomprehensible. It gives us no information about some of the things we're very concerned about. For me personally, and I think many people, fire evacuation is a huge concern."

Ted von Glaun of Lucas Valley said, "When you write an EIR at a program level, see you later. It may meet the letter of the law, but it doesn't meet the spirit."

Ken Levin said, "If more people in our communities understood what is being said, you'd be hearing more comments."

Supervisors Katie Rice and Damon Connolly were absent.

The Board of Supervisors will meet Dec. 6 to decide whether to implement any alternatives or certify the project as is.

## Judy Schriebman

April 3, 1955 – November 20, 2022



### San Rafael

Judith Anne Schriebman, beloved wife of Jeffrey Schriebman and daughter of William and Rosemarie Webb, died in her home on the morning of Sunday, November 20, 2022, surrounded by family. Judy was born on April 3, 1955, in San Francisco and moved to Marin two years later, attending St Raphael's Elementary School and Marin Catholic High School. She graduated with a degree in Zoology from UC Berkeley. She met Jeff in 1974 at the Steinhart Aquarium in San Francisco where she was exhibiting her pet turtles. Jeff had two turtles of his own and they bonded over their pets. They married in 1979 and in 1985 moved to Tokyo, Japan for 5 years with their two children, David and Robin. They returned to Marin in 1990 to be close to both sets of parents.

Judy became a homeopathic practitioner when she saw its holistic benefits to her

young children, co-authoring *The Trituration Handbook* and *Birds: Homeopathic Remedies from the Avian Realm*. A lifelong lover of the environment (especially the water), Judy passed her values on to her children and the broader Marin community.

In 2007, Judy was elected to the Board of Directors of the Las Gallinas Valley Sanitary District. She helped create the Gallinas Watershed Council in 2004 and in 2013 she helped found the Watershed Alliance of Marin (WAM). Judy was also Chair of the Marin Group-Sierra Club Executive Committee and active in the Los Ranchitos Improvement Association Board of Directors. She spearheaded Gallinas Creek cleanup events and the floating island project to clean up the water in the Marin Civic Center Lagoon.

She loved her chickens, hosting summer pool parties, and raising vegetables in the garden. She cherished her vacations in Hawaii where she would spend each day snorkeling among the fish and sea turtles and loved her yearly camp outs in Hendy Woods State Park with her extended family. Her wisdom, leadership, and sense of humor will be missed.

In addition to her husband Jeff, son David Schriebman, and daughter Robin Schriebman, she is survived by her sister Jeanne Taylor, and brothers, Dave Webb and Steven Webb. There will be a celebration of Judy's life this coming Spring. In lieu of flowers, donations should be made to the Watershed Alliance of Marin.