CALL TO ORDER – PRESIDENT MARTIN

PLEDGE OF ALLEGIANCE

ROLL CALL

In the case of an emergency, items may be added to the Agenda by a majority vote of the Board of Directors. An emergency is defined as a work stoppage; a crippling disaster; or other activity which severely imperils public health, safety, or both. Also, items which arise after the posting of the Agenda may be added by a two-thirds vote of the Board of Directors.

ADOPT AGENDA FOR THE REGULAR MEETING OF NOVEMBER 6, 2019

PUBLIC COMMENT

Persons wishing to address a matter not on the Agenda may be heard at this time; however, no action will be taken until the matter is placed on a future agenda in accordance with Board policy. Public comments are limited to three minutes. A Request to Speak form is required to be submitted to the Executive Secretary prior to the start of the meeting, if possible. Public comment should start by stating name, address and topic. The Board is not permitted during this time to enter into a dialogue with the speaker.

NOTICE TO THE PUBLIC

All matters listed under the Consent Calendar will be voted upon by one motion. There will be no separate discussion of these items, unless a Board member or member of the public requests that a particular item(s) be removed from the Consent Calendar, in which case it will be considered separately under Action Items.

PRESENTATION

Chris Robbins, Public Information/Conservation Supervisor, will share the District’s recent video “Imagine a Day Without Water,” a national effort to raise awareness, educate communities, and a call for action to invest in our nation’s water infrastructure.

CONSENT CALENDAR

1.1 APPROVAL OF MINUTES (pg. 5 - 18)

A. CLOSED SESSION BOARD MEETING – OCTOBER 16, 2019
B. REGULAR BOARD MEETING – OCTOBER 16, 2019
C. PUBLIC AWARENESS/PERSONNEL/POLICY COMMITTEE MEETING – OCTOBER 22, 2019

Approved minutes become a permanent public record of the District.

Recommendation: Approve Minutes
1.2 WARRANT LIST THROUGH NOVEMBER 6, 2019 – $4,334,756.66 (pg. 19 - 21)

Recommendation: Approve Warrant List

1.3 OPERATIONS & MAINTENANCE METRICS QUARTERLY UPDATE – SEPTEMBER 30, 2019 (pg. 22 – 29)

1.4 FINAL ACCEPTANCE OF SEWER IMPROVEMENTS FOR FIRESTINE RESIDENCE, 862 ROCK SPRINGS ROAD, APN: 226-012-46 (RYAN FIRESTINE) (pg. 30 – 32)

Installation of a sewer line extension and facilities has been completed.

Recommendation: 1) Accept Project Improvements; 2) Approve the Filing of a Notice of Completion

1.5 PROJECT ACCEPTANCE FOR OSHA COMPLIANT LADDER CLIMB SAFETY SYSTEMS (pg. 33 – 38)

All work has been completed on 17 steel water tanks that required retrofitting.

Recommendation: 1) Accept the Project; 2) Approve the Filing of a Notice of Completion; 3) Authorize Release of Retention Funds

*****END OF CONSENT CALENDAR*****

PUBLIC HEARING

2.1 PUBLIC HEARING TO CONSIDER A POWER PURCHASE AGREEMENT AND RESOLUTION TO ADOPT FINDINGS REQUIRED BY GOVERNMENT CODE SECTION 4217.12 REGARDING ANTICIPATED ENERGY COST SAVINGS AND OTHER BENEFITS THE DISTRICT MAY RECEIVE (pg. 39 – 153)

Recommendation: 1) Conduct a public hearing on proposed Power Purchase Agreement; 2) Authorize General Manager to enter into a Power Purchase Agreement with PCI Solar; 3) Adopt Resolution

ACTION ITEMS

3.1 APPROVAL OF A JOINT USE AGREEMENT WITH THE SAN DIEGO COUNTY WATER AUTHORITY AND THE CITY OF ESCONDIDO FOR ACCESS TO DISTRICT FACILITIES AT THE VALLECITOS 2 FLOW CONTROL FACILITY (pg. 154 – 163)

The Vallecitos 2 Flow Control Facility is within a San Diego County Water Authority easement on a property north of Rincon Avenue and east of North Broadway.

Recommendation: Approve the Joint Use Agreement
3.2 AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR THE MONTEL LIFT STATION AND FORCE MAIN REPLACEMENT PROJECT (pg. 164 – 167)

The existing Montiel Lift Station and force main will require replacement as several system deficiencies have been identified.


3.3 CONSTRUCTION CONTRACT AWARD FOR LAWRENCE WELK COURT WATER LINE REPLACEMENT (pg. 168 – 170)

Due to the depth, soil conditions, and difficult location of the pipeline in Lawrence Welk Court, the pipe failure cannot be easily located and repaired.

Recommendation: Authorize General Manager to execute a Construction Contract with Southland Paving, Inc.

*****END OF ACTION ITEMS*****

REPORTS

4.1 GENERAL MANAGER

4.2 DISTRICT LEGAL COUNSEL

4.3 SAN DIEGO COUNTY WATER AUTHORITY

4.4 ENCINA WASTEWATER AUTHORITY
   - Capital Improvement Committee
   - Policy and Finance Committee

4.5 STANDING COMMITTEES

4.6 DIRECTORS REPORTS ON MEETINGS/CONFERENCES/SEMINARS ATTENDED

*****END OF REPORTS*****

OTHER BUSINESS

5.1 QUARTERLY BOARD EXPENSES (SEPTEMBER 30, 2019) (pg. 171 – 173)

Recommendation: For Information Only

*****END OF OTHER BUSINESS*****

6.1 DIRECTORS COMMENTS/FUTURE AGENDA ITEMS

*****END OF DIRECTORS COMMENTS/FUTURE AGENDA ITEMS*****
7.1 ADJOURNMENT

*****END OF AGENDA*****

If you have any disability which would require accommodation in order to enable you to participate in this meeting, please call the Executive Secretary at 760.744.0460 ext. 264 at least 48 hours prior to the meeting.

Audio and video recordings of all Board meetings are available to the public at the District website www.vwd.org

AFFIDAVIT OF POSTING

I, Diane Posvar, Executive Secretary of the Vallecitos Water District, hereby certify that I caused the posting of this Agenda in the outside display case at the District office, 201 Vallecitos de Oro, San Marcos, California by 5:00 p.m., Friday, November 1, 2019.

Diane Posvar
President Martin called the Closed Session meeting to order at the hour of 4:00 p.m.

Director Sannella led the pledge of allegiance.

Present: Director Elitharp
Director Hernandez
Director Sannella
Director Martin

Absent: Director Evans

Staff Present: General Manager Pruim
Legal Counsel Gilpin
Executive Secretary Posvar

ADOPT AGENDA FOR THE CLOSED SESSION MEETING OF OCTOBER 16, 2019

19-10-08 MOTION WAS MADE by Director Hernandez, seconded by Director Sannella, and carried unanimously, with Directors Evans absent, to adopt the agenda for the Closed Session Meeting of October 16, 2019.

PUBLIC COMMENT

None.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One (1) potential case.

19-10-09 MOTION WAS MADE by Director Sannella, seconded by Director Hernandez, and carried unanimously, with Directors Evans absent, to move into Closed Session pursuant to Government Code Section 54956.9: One (1) potential case.

REPORT AFTER CLOSED SESSION

The Board reconvened to Open Session at 4:33 p.m. There was no reportable action from the Closed Session Meeting.
ADJOURNMENT

There being no further business to discuss, President Martin adjourned the Closed Session Meeting of the Board of Directors at the hour of 4:34 p.m.

A Regular Meeting of the Vallecitos Water District Board of Directors has been scheduled for Wednesday, November 6, 2019 at 5:00 p.m. at the District office, 201 Vallecitos de Oro, San Marcos, California.

Hal J. Martin, President
Board of Directors
Vallecitos Water District

ATTEST:

Glenn Pruim, Secretary
Board of Directors
Vallecitos Water District
President Martin called the Regular meeting to order at the hour of 5:00 p.m.

Director Hernandez led the pledge of allegiance.

Present: Director Elitharp
        Director Hernandez
        Director Sannella
        Director Martin

Absent: Director Evans

Staff Present: General Manager Pruim
              Legal Counsel Gilpin
              Administrative Services Manager Emmanuel
              District Engineer Gumpel
              Finance Manager Owen
              Operations & Maintenance Manager Pedrazzi
              Capital Facilities Senior Engineer Morgan
              Development Services Senior Engineer Scholl
              Public Information/Conservation Supervisor Robbins
              Financial Analyst Arthur
              Executive Secretary Posvar

ADOPT AGENDA FOR THE REGULAR MEETING OF OCTOBER 16, 2019

19-10-10 MOTION WAS MADE by Director Sannella, seconded by Director Hernandez, and carried unanimously, with Director Evans absent, to adopt the agenda for the Regular Board Meeting of October 16, 2019.

PUBLIC COMMENT

Mike Hunsaker, member of the public and speaking as President of the Twin Oaks Valley Property Owners Association, addressed the Board stating that there is a small town in Placer County which was of great interest on Prop. 218. The case was decided approximately one year ago. A small minor’s camp sued the public water utility under Prop. 218. Eight cabins were on a single water meter. The City conveyed that they needed to pay fees and water for each of the cabins. The minor’s camp sued and prevailed. One of the issues was that phantom meters were being charged for. The use of phantom meters violates Prop. 218. The utility had to reduce the fees and had to do restitution on the fees. One of the major factors is that the court said they had to have a physical meter. The court case also indicated that the use of equivalent dwelling units was inappropriate. This would seem to be a real problem, especially since a new ordinance was just passed on capacity fees and you’re talking about the use of EDU’s and essentially phantom meters.
CONSENT CALENDAR

19-10-11 MOTION WAS MADE by Director Hernandez, seconded by Director Sannella, and carried unanimously, with Director Evans absent, to approve the Consent Calendar as presented.

1.1 Approval of Minutes

A. Engineering/Equipment Committee Meeting – October 1, 2019
B. Closed Session Board Meeting – October 2, 2019
C. Regular Board Meeting – October 2, 2019

1.2 Warrant List through October 16, 2019 - $763,611.50

1.3 Financial Reports

A. Water Meter Count – September 30, 2019
B. Water Production/Sales Report – 2019/2020
C. Quarterly Financial Report – September 30, 2019
D. Per Capita Water Consumption – September 30, 2019
E. Water Revenue and Expense Report – September 30, 2019
F. Sewer Revenue and Expense Report – September 30, 2019
G. Reserve Funds Activity – September 30, 2019
H. Investment Report – September 30, 2019
I. Legal Fees Summary – September 30, 2019

19-10-12 MOTION WAS MADE by Director Hernandez, seconded by Director Elitharp, and carried unanimously, with Director Evans absent, to approve the Consent Calendar with Item 1.4 being pulled.

1.4 Adoption of Resolution Ordering the Annexation of Certain Property Designated as the “Chesus Annexation” (APN 222-042-14) into the Vallecitos Water District Sewer Improvement Districts 1, 2 & 6

MOTION WAS MADE by Director Hernandez, seconded by Director Elitharp, and carried unanimously, with Director Evans absent, to adopt the resolution.

19-10-13 Resolution No. 1558 - The roll call vote was as follows:

AYES: Elitharp, Hernandez, Sannella, Martin
NOES:
ABSTAIN:
ABSENT: Evans
ACTION ITEMS

SENATE BILL 555 BY SENATOR LOIS WOLK (D-DAVIS) – URBAN RETAIL WATER SUPPLIERS: WATER LOSS MANAGEMENT

Public Information/Conservation Supervisor Robbins reported on the annual water loss submittal stating that Senate Bill 555 was brought forth by Senator Lois Volk. The Senate Bill and water code require water agencies, urban water suppliers such as Vallecitos Water District, to provide a completed and validated water audit annually to the Department of Water Resources which began in October 2017. Previous reports have been brought before the Board.

Initially, California – Nevada Section of the AWWA worked together to create a task force, led some stakeholders and brought them together to create the California Water Loss Collaborative. That group in turn created the Water Loss Technical Assistance Program (TAP). TAP recommended that a team be created which includes staff from conservation, himself, supply and operations, billing and finance as well as engineering staff. There is a lot of water loss terminology that goes with these types of actions, such as “apparent losses” and “real losses” due to unauthorized use or a calculation error. The validated results indicate the water supply into the system is 15,661.5 acre feet, the amount of authorized consumption 14,984 acre feet, water losses of 676.8 acre feet, and non-revenue water of 780.2 acre feet. Development Services Senior Engineer Scholl served as validator. He participated in training to become an authorized validator. The District received a validity score of 70, which is within the typical range. This is an annual process and is submitted in October. It is anticipated that DWR will crack down on water agencies to improve their water audit validity score. When DWR indicates necessary improvement, it’s recommended the District implement a customer meter testing program to ensure meters are accurate.

Director Sannella enquired on a hydrant that was hit by a vehicle and damaged on San Marcos Blvd and Grand. General Manager Pruim stated that a report was filed, however, have not yet received any information from the Sheriff’s Department.

Director Hernandez enquired as to how much time was involved in putting together the report. Financial Analyst Arthur stated it was 10 – 12 hours.

Director Elitharp requested staff speak about water losses as a percentage and what the industry standards are.

Public Information/Conservation Supervisor Robbins stated the non-revenue water is 780 acre-feet which is approximately 5%. Operations & Maintenance Manager Pedrazzi confirmed that 5%-10% is the typical average for water loss.

Mike Hunsaker, member of the public, stated he read a couple of the advance notices on what they intend to do in the state on the question of water loss. One of the statements was that its previous studies was that the average single family dwelling lost about 20 gallons per day to water losses. The State was taking the position that this is going to be the
standard unless there is evidence to the contrary. They’re also talking about fines against the whole District. The question is, who is doing the leaking and how is it controlled? Since the drought, there has been a dramatic reduction in water loss by single family dwellings. They have by far the most sensitive meters than the 2” apartment dwellings. It’s very easy to determine whether or not someone has a leak that they’re fixing with computerized readout systems. There is very little leakage from the single-family dwelling because they get billed every month. They can get warned and fix things readily, apartments cannot. You do not have access to the internal meters. If they have water losses, some of these non-profits charge an administrative fee on water and water losses. Those water losses will go unmeasured under the present regimes that are being set up by the State, which puts a lot more burden on the people who are the most responsible and the most conservative and the least leaky elements of the District. This needs to be watched very carefully, the use of master meters and new developments is not something to emulate.

19-10-14  MOTION WAS MADE by Director Sannella, seconded by Director Hernandez, and carried unanimously, with Director Evans absent, to approve the report as presented.

END OF FY 18-19 CAPITAL PROJECTS SUMMARY

Capital Facilities Senior Engineer Morgan stated he would be navigating and highlighting a feature off of the website that is readily available to the public and any user to monitor the status of projects. Active capital improvement projects will take anyone to an interactive map. All the thumbnails represent different projects either in design or construction. Any information inside of the map is updated on a quarterly basis. This has been available on the website for six or seven years however, staff feel not a lot of people know about it. He showed an example of one of the projects which are updated on a quarterly basis. The map is available on the District’s website and is a useful tool to all of the customers and whoever is interested in tracking these projects.

Capital Facilities Senior Engineer Morgan facilitated a presentation on the end of year project summary and the 2018/2019 4th quarter reports which included the following:

- Contract total of nearly $4.35 million of total contract amounts
- Had a total of 32 change orders totaling just over $65,000 which equates to a 1.5% change order adjustment
- Consulting contracts totaled $2.26 million
- 2018/2019 Project Summary
- Projected vs Actual
- Change Order Total vs Industry Standard
- Actual District Change Order Cost Based on Ordinance 146
- 2018/2019 4th Quarter Photos Rock Springs Sewer Replacement
- Rock Springs Sewer Replacement Site Restoration
- Palos Vista Pump Station Electric Generator
- School House Tank Refurbishment
• CIP 18/19 Quarterly Updates

General discussion took place.

This item was for information only.

**ACWA ELECTION OF OFFICERS**

The Association of California Water Agencies (ACWA) will be holding a General Session Membership Meeting at their 2019 Fall Conference on Wednesday, December 4. The purpose of the meeting is to formally nominate and elect ACWA’s President and Vice President for the 2020-2021 term. The General Session Membership Meeting will convene at 1:15 p.m. immediately following the Wednesday luncheon program. The ACWA Nominating Committee has announced a 2020-2021 slate that recommends current Vice President Steven LaMar for ACWA President and current Region 5 Vice Chair Sarah Palmer for ACWA Vice President.

ACWA will issue one proxy voting card to each member agency’s designated voting representative as identified by the member agency on the proxy designation form. The designated voting representative must be present at the General Session Membership Meeting and must sign in as the delegate to receive the proxy voting card. Proxy cards will only be available for pick-up Wednesday, December 4 between 9:00 a.m. and 12:00 p.m. at the ACWA General Session desk in the Harbor Foyer, Manchester Grand Hyatt.

19-10-15 MOTION WAS MADE by Director Hernandez, seconded by Director Elitharp, and carried unanimously, with Director Evans absent, to nominate Director Hernandez to serve as the voting delegate.

**REPORTS**

**GENERAL MANAGER**

General Manager Pruim stated that there will be some night work occurring tonight on La Bonita Drive to replace a water valve. It is being done at nighttime because it services a dentist office and staff would have to shut off the water temporarily.

Next Wednesday staff will be replacing a valve for an existing fire service to the Bolero bowling alley that is along San Marcos Boulevard. The City requires night work for work along San Marcos Boulevard.
DISTRICT LEGAL COUNSEL

Legal Counsel Gilpin stated there was a new act passed regarding surplus properties. It was intended to close some gaps on the firewall relative to whether the wall applied for all local agencies. This law makes it clear that it applies to all local agencies in California. It also extends the coverage from not only the sale but the lease of property. The purpose of the law is to make the property available for affordable housing, etc. There are fines for violations of the act, etc. Anything going forward in the future we’re looking at using our properties or declaring surplus, this new act would apply.

SAN DIEGO COUNTY WATER AUTHORITY

None.

ENCINA WASTEWATER AUTHORITY

Director Hernandez stated the committee had their annual update on projects which included the outfall, the primary effluent conveyance, and the cogeneration building.

Director Hernandez stated the Board held a workshop which included the South Parcel, set up 5,800 pieces of information on the commercial multiple listing sight and received 45 back, spoke with eight individuals and received three proposals. The third proposal was dismissed – Galaxy Soccer Club wanted to put soccer fields on the property. The two proposals received were 1 acre for BMW to store cars on property and the other was 2 acres for a battery storage company. Will cost $1 million dollars to determine if it is viable. A Coastal Commission permit will also need to be obtained as well as a conditional use permit from the City. All at the meeting agreed to move forward with negotiations.

President Martin stated that out of the acreage that is on the South Parcel, the individual who has the battery storage company only wants 2 acres.

President Martin stated that the other discussion was how they are going to look at dryers, is it necessary for more dryers or not. This will start the study, continue the study until next year and put it into the budget next year.

STANDING COMMITTEES

Director Sannella stated the Finance Committee meeting will be held on October 29.

Director Hernandez reported on the Ad Hoc Committee meeting stating the consultant identified the District does have property mitigation that will need to take place. The Board will need to discuss what the next steps are going to be. There are a number of steps that could be taken to benefit the District. Numbers were discussed that District staff could spend anywhere from $70,000 – $100,000 and do all the entitlements in-house. A document could be produced and an RFP initiated to find a partner. This item should be agendized to have a larger discussion for determining which direction to go.
DIRECTORS REPORTS ON TRAVEL/CONFERENCES/SEMINARS ATTENDED

Director Hernandez reported on his attendance to the District Water Academy.

President Martin reported on his attendance to the District Water Academy.

Director Sannella reported on his attendance to the Council of Water Utilities meeting.

OTHER BUSINESS

None.

DIRECTORS COMMENTS/FUTURE AGENDA ITEMS

Director Hernandez stated he would like the future use of Lift Station 1 property. He has some good things proposed with solar, but particularly after this meeting at Encina, he doesn't personally want to do anything that will jeopardize even a better revenue stream for the ratepayers. He would like this item agendized for a Board meeting.

General Manager Pruim stated that staff anticipates presenting the solar project to the Board at the meeting on November 6. If we want to pursue the deal with the solar company, the prices they are quoting rely on getting a full 30% tax credit on the construction. If it delays into next year, then it drops down to 20%, therefore they will likely charge more for the electricity. Will be looking for action from the Board to enter into an agreement with the power purchase provider.

Director Hernandez requested that the agenda include discussion of the Lift Station 1 property first. Once all the information is obtained, an informative decision can be made on the solar portion of the Lift Station 1 property.

General Manager Pruim stated staff could probably incorporate a description of the property into the solar discussion, how much of the property would be taken up by the solar rays, and how much remaining property there would be after that is done.

District Engineer Gumpel stated the solar ray takes up a majority of the open space of the property. There is a drainage channel in the back, but the majority of the flat space above the drainage channel is taken up by the solar ray.

ADJOURNMENT

There being no further business to discuss, President Martin adjourned the Regular Meeting of the Board of Directors at the hour of 5:52 p.m.
A Regular Meeting of the Vallecitos Water District Board of Directors has been scheduled for Wednesday, November 6, 2019, at 5:00 p.m. at the District office, 201 Vallecitos de Oro, San Marcos, California.

Hal J. Martin, President
Board of Directors
Vallecitos Water District

ATTEST:

Glenn Pruim, Secretary
Board of Directors
Vallecitos Water District
Director Martin called the meeting to order at the hour of 2:00 p.m.

Present: Director Martin
         Director Hernandez
         General Manager Pruim
         Public Information/Conservation Supervisor Robbins
         Administrative Secretary Johnson

ITEMS FOR DISCUSSION

COMMUNITY OUTREACH ACTIVITIES

General Manager Pruim stated that during this meeting the Committee would receive an update on the types of outreach activities the District is involved in and would be asked for their feedback.

Public Information/Conservation Supervisor Robbins facilitated a presentation on the District’s community outreach activities as follows:

- Types of Events
- Water Academy
- Open House
- Speaker’s Bureau
- Booths and Street Fairs
  - Booths and Street Fair Displays
  - Standard Booth Set Up
  - Booth Banners
- Partner/Contribution Events
- Landscape Workshops
- School Education Programs

General discussion took place regarding the frequency of holding Water Academies as attendance has decreased in recent years, types of speaker’s bureau events and topics, and District give-a-way items such as succulent plants and reusable tote bags. Director Martin suggested staff take advantage of the Chamber of Commerce’s e-mail blasts when announcing District events and stated that Directors should participate in the speaker’s bureau events along with staff.

This item was for information only.
SINGLE USE PLASTIC WATER BOTTLE PROHIBITION

General Manager Pruim stated this item was presented at the September 4, 2019 Board meeting at which the Board directed this Committee to develop a policy focusing on eliminating plastic water bottles, cups, and utensils at the District office including information regarding the costs involved.

General Manager Pruim stated the District uses single-use plastic water bottles but does not promote the use of them. Water bottle filling stations have been installed at the District office. The District also uses plastic cups, utensils, and wrap. The primary uses of single-use plastic items at the District are:

- Beverage containers used by employees that they provide themselves;
- District-provided utensils used in the lunchroom and coffee areas;
- District provided bottled water and plastic cups used at Board meetings, committee meetings, and workshops;
- Plastic items provided during District-sponsored training events; and
- Cups and utensils provided to the public during public outreach events.

General Manager Pruim asked the Committee if their intent is primarily public perception or holistic regarding the prohibition of single-use plastics and would this include the District’s practice of providing bottled water to customers during water outages and work release crews performing work for the District? He stated that the cost of replacing single-use plastic bottles with alternatives such as cardboard containers would cost approximately four to five times more than plastic bottles.

General Manager Pruim recommended the District generally prohibit the purchase of single-use plastic water bottles except for use during water main breaks/outages and for work release groups. They would not be provided at any public meetings, nor would plastic beverage cups or utensils. Compostable items could be utilized for public outreach events as well as the employee lunchroom, depending on how extensive the Board wants the policy to be.

Director Hernandez agreed with General Manager Pruim’s recommendation of providing single-use water bottles only for customers during water outages and to work release crews, using paper cups at Board and other meetings, and providing compostable utensils in the lunchroom. He stated the intent was for use at the District office and perception to the public of what the District is doing.

Director Martin stated he believes a policy concerning single-use plastics is foolish and that the Board should decide.

General discussion took place whether or not a formal policy is necessary. The consensus of the Committee was for staff to create a policy for the Board’s consideration.
DISTRICT TRAVEL POLICY UPDATE

General Manager Pruim stated the Board considered overnight hotel stays in San Diego County at the September 4, 2019 Board meeting and directed staff and this Committee to perform a comprehensive review of the District’s travel policy. The District’s travel policy is addressed in two documents, Ordinance No. 212 and Supplement No. 7 of the VWD Employee Handbook.

General Manager Pruim and staff have reviewed key areas including conference registration, lodging, transportation, meals, and authorized District membership events. Suggestions for additional supporting language in these areas included:

Conference Registrations
Need to stress registrations be completed in a timely fashion to take advantage of “early bird” discounts as well as discounted hotel rates and airfare. Unless there is good justification, the District will only pay the “early bird” registration fees. Staff will convey registration deadlines to the Board and will add additional information on the travel logs.

Lodging
Overnight hotel stays within 50 miles (or another amount to be determined) of the District office are not reimbursable. May consider a credit in lieu of mileage reimbursement toward the traveler’s cost of a hotel stay for multi-day events if legally permissible. The District would not be paying for the hotel.

In regard to overnight hotel stays the night before or after a conference ends, if the conference schedule requires a person to leave home before 6:00 a.m. or return home after 10:00 p.m., the hotel stay would be paid by the District.

The cost of alternative lodging such as Airbnb shall not exceed the conference group rate or government rate.

Out-of-state/overnight hotel stays require Board approval with the exception of ACWA conferences. Attendance without prior approval runs the risk of expenses not being reimbursed.

Transportation
Valet parking is not reimbursable unless self-parking is unavailable. Air travel has changed since the current policy was established. Reasonable fees for seat selection (not first class or upgrades) and one piece of luggage are reimbursable.

Meals
Determine a timeframe for one-day events in regard to reimbursable meals and establish limitations on meal costs. Could be based on the federal government’s General Services Administration guidelines which considers high cost cities.
Ordinance No. 212
General Manager Pruim referenced Ordinance No. 212, Section 2.1 which lists District authorized memberships, and Section 2.1, D which indicates attendance to events of authorized membership organizations are eligible for per diem. Was the intent to allow a Director to attend any event of any organization on the list? General Manager Pruim suggested adding language to Section 2.1 clarifying that all attendance to all events of the organizations are subject to Board approval with estimated costs included.

General Manager Pruim stated that some agencies have limitations on attendance to events such as the San Diego County Water Authority which limits each of their Directors to be compensated for only four COWU meetings per year. He further stated that there has not been any abuse of the current travel policy; however, tighter controls in the policy would be better practice.

The Committee suggested that if a Director has been registered for an event and they do not attend, they must have a good reason for not attending. If they do not, they must reimburse the District for all related costs. This is addressed in Supplement No. 7 of the VWD Employee Handbook but may need to be referenced in or added to Ordinance No. 212.

General Manager Pruim will provide a draft revised travel policy incorporating suggestions discussed at this meeting to the Board for their consideration.

OTHER BUSINESS
None.

PUBLIC COMMENT
None.

ADJOURNMENT
There being no further business to discuss, the meeting was adjourned at the hour of 3:47 p.m.
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Total Disbursements (120 Checks): 1,250,097.73
# WARRANTS LIST

**November 6, 2019**

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Quarterly O&M Metrics Report

CCTV Sewer Line Inspection Totals in Feet
Total for Calendar Year 2019 = 157,158 ft.
(Goal is to inspect at least 180,000 feet of gravity lines per calendar year)

Smoke Testing Footage
Smoke Testing of Sewer Lines in Feet
(Goal is to smoke test three areas per calendar year based on suspected I&I)
Sewer Line Cleaning Totals in Feet
Total for Calendar Year 2019 = 1,321,718 ft.
(Goal is to clean 1,000,000 ft. of gravity lines per year and clean the entire system in 15 months or less)

Customer Sewer Odor Complaints
Sewer Flows Pumped from District Lift Stations

Water Purchased from the San Diego County Water Authority
Calendar Year 2013 was used by the SWRCB as a baseline for water conservation efforts
(Includes water from the desalination and OMWD plants)
Bacteriological Water Quality Samples
(Number of samples required each month is based on SWRCB regulations & the number of weeks per month)

Customer Water Quality Complaints
(Water quality issues are typically caused by main breaks, construction activities & customers’ plumbing)
Water Valves Turned in the Distribution System
The District has 8,874 valves / 32% of the valves have been turned in Calendar Year 2019
(Goal is to turn 50% of valves every calendar year or about 370/Month)

Water Valves Replaced in the Distribution System
Total replaced so far for Fiscal Year 2019/20 = 5 / There are currently 35 broken valves that need replacing
(Goal is to replace 20 valves every fiscal year or around 2 per month)
Water Mainline Breaks in the Distribution System
(There have been 17 water main breaks in calendar year 2019 / There were 25 in 2018)

Sanitary Sewer Overflows (SSOs)
(There have been 2 SSOs in calendar year 2019 / There were 3 in 2018)
Water Service Line Leaks in the Distribution System
(There have been 10 water service line leaks in calendar year 2019 / There were 15 in 2018)

Hit Fire Hydrants

Fire Hydrants Hit in the Distribution System
(There have been 3 fire hydrants hit in calendar year 2019 / There were 8 in 2018)
Acre Feet (AF) of Water Purchased from Olivenhain MWD – San Elijo Pump Station
Our annual minimum take from OMWD is 2,750 AF / We have purchased 2,433 AF in CY 2019
(The monthly Target Acre Feet varies throughout the year based on the agreement with OMWD)

Acre Feet (AF) of Water Purchased from the Carlsbad Desalination Plant
Our annual minimum take from Desal is 3,500 AF / We have purchased 2,862 AF in CY 2019
(Our monthly Target Acre Feet is based on our purchase agreement with SDCWA)
DATE: NOVEMBER 6, 2019
TO: BOARD OF DIRECTORS
SUBJECT: FINAL ACCEPTANCE OF SEWER IMPROVEMENTS FOR FIRESTINE RESIDENCE - 862 ROCK SPRINGS RD – APN: 226-012-46 (RYAN FIRESTINE)

BACKGROUND:
Ryan Firestine, owner of the project, has completed the installation of a sewer line extension and facilities for his property located at 862 Rock Springs Road, west of Richland Road. The owner proposes to build a single-family home on 0.41 acres.

DISCUSSION:
Sewer facilities for private land development projects are constructed by a developer. When completed to the satisfaction of the District, those facilities are accepted by the Board of Directors and become District property.

The project constructed approximately 170 feet of 8-inch diameter PVC sewer main.

Upon final acceptance of the project, sewer service will be available to one single family home.

The owner has provided the District with the required security to guarantee repairs due to failure of materials or workmanship for a period of one year. All current fees and charges have been paid to date.

Along with the sewer main, assorted appurtenances were installed such as sewer laterals and manholes.

The owner has paid a total of $9,899.00 in wastewater capital facility fees for service to his single family residence.

FISCAL IMPACT:
None. Future sewer revenues will offset costs of service.

RECOMMENDATION:
Accept the project improvements and approve the filing of a Notice of Completion for Firestine Residence – 862 Rock Springs Road Improvements.

ATTACHMENTS:
2 Map Exhibits – 1 Plat Map & 1 Aerial
FINAL ACCEPTANCE OF SEWER IMPROVEMENTS FOR FIRESTINE RESIDENCE - 862 ROCK SPRINGS RD, APN 226-012-46
(RYAN FIRESTINE)

EXIST. 8" WATER MAIN
EXIST. 8" SEWER MAIN
NEW 8" SEWER MAIN
FINAL ACCEPTANCE OF SEWER IMPROVEMENTS FOR FIRESTINE RESIDENCE - 862 ROCK SPRINGS RD, APN 226-012-46 (RYAN FIRESTINE)
DATE: NOVEMBER 6, 2019
TO: BOARD OF DIRECTORS
SUBJECT: PROJECT ACCEPTANCE FOR OSHA COMPLIANT LADDER CLimb SAFETY SYSTEMS

BACKGROUND:
The District's above ground steel water tanks have fixed ladder climb systems which were no longer in compliance with current OSHA safety regulations. District staff and contractors use these systems to access the top of the tanks to perform inspections and maintenance on the structures. The District reached out to certified safety contractors for this type of work in order to evaluate what would be required to bring the ladder climb systems up to current standards. Versatile Systems, Inc. was the lowest responsive, responsible bidder and was chosen by the District to perform the work. The Board of Directors approved the contract during the regular meeting on December 5, 2018. The work included adding additional connection points to the top of the tanks, as well as at the transition from the ladder to the top of the tank. We had 17 steel water tanks in the distribution system that required retrofitting.

DISCUSSION:
All work has been completed with a total of 1 change order. The change order was requested by the District to add a tank not in the original scope of work. North Twin Oaks Tank #1 is scheduled for refurbishment and the ladder climb safety system was going to be installed as a part of that project. District staff worked with the contractor to complete this tank’s upgrade during the current project which saved the District money and reduced the scope of the refurbishment project.

FISCAL IMPACT:
The total cost and budget summary are as follows:

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<td>Budget</td>
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<tr>
<td>Budget Surplus</td>
<td>$18,534.12</td>
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</table>

RECOMMENDATION:
Accept the project, file a Notice of Completion and authorize release of retention funds to the contractor following the 60-day notice period, provided no claims are filed.
COST REIMBURSEMENT AGREEMENT
BETWEEN DISTRICT AND PROVIDER

The Cost Reimbursement Agreement (“Agreement”) is entered into as of (“Effective Date”), by Vallecitos Water District, a California County Water District (“District”) and SSA Solar of CA 6, LLC a [California] (“Provider”). District and Provider are each referred to individually as a “Party” and together as the “Parties.”

RECITALS


B. The RFP requires that the successful Respondent reimburse the District for certain costs incurred, including: (1) the costs of consultant services (“Development Costs”); (2) the District’s inspection costs (“Inspection Costs”); (3) the District’s CEQA consultant costs (“CEQA Consultant Costs”); and (4) the District’s legal cost (“Legal Cost”).

C. After District’s receipt of all proposals in response to the RFP, Provider was determined to be the successful respondent in connection with the RFP.

D. This Agreement sets forth the terms and provisions under which Provider shall reimburse the District for its Development Costs, Inspection Costs, CEQA Consultant Costs and Legal Costs (collectively referred to herein as the “Incurred Costs”).

NOW, THEREFORE, in consideration of the covenants hereinafter contained and the foregoing recitals, which constitute a part of this Agreement, the Parties agree as follows:

AGREEMENT

1. Scope. The Parties have negotiated and entered into a solar power purchase agreement (“PPA”) for each project specified in Exhibit A, which is attached hereto and made part of this Agreement (each, a “Project”). As further consideration relating to the execution of the PPA and the development, construction and operation of the Project, Provider has agreed to reimburse and pay District the Incurred Costs in accordance with the terms and provisions of this Agreement.

2. Incurred Costs. The Incurred Costs, are described and calculated as follows:

   a. Development Costs. The Development Costs are the amount payable by District to its third party energy advisor (“Energy Advisor”) in consideration for consultant services provided by the Engineers and Energy Advisor to the District, including, but not limited to: analyzing and designing aspects of the Projects, preparing the RFP and reviewing responses, facilitating the negotiation of the PPAs, and overseeing the performance and completion of the Projects. The total Development Costs payable by Provider to the District shall be equal to $214,000 In no event shall the Development Costs payable by Provider to the District as reimbursement exceed such amount.
b. **Inspection Costs.** The Inspection Costs consist of the District’s actual costs incurred in hiring an Inspector of Record ("IOR") to oversee the Project. Provider shall reimburse the District for the Inspection Costs only to the extent the Inspection Services are performed, and only with respect to each Project that is built pursuant to PPA. In no case will Provider be responsible for reimbursing the District for more than $18,000 in Inspection Costs (the “Maximum Inspection Costs”). District shall present Provider with documents and invoices evidencing the amount of such Inspection Costs. The District shall be responsible for any Inspection Costs in excess of the Maximum Inspection Costs.

c. **CEQA Consultant Costs.** The CEQA Consultant Costs are the amount payable by District to its third party CEQA Consultants (“Consultants”) regarding services provided by the Consultants to the District, including, but not limited to: analyzing and overseeing the CEQA study of this Project. The CEQA Consultant Costs payable by Provider to the District shall be equal to $43,000. In no case will Provider be responsible for reimbursing the District for more than $43,000 in CEQA Consultant Costs (the “Maximum CEQA Consultants Costs”). District shall present Provider with documents and invoices evidencing the amount of such CEQA Consultant Costs. The District shall be responsible for any CEQA Consultant Costs in excess of the Maximum CEQA Consultant Costs.

d. **Legal Costs.** The Legal Costs consist of the amounts billed to the District by a legal services provider for legal services incurred in connection with negotiating this Agreement and the PPAs. In no case will Provider be responsible for reimbursing the District for more than $30,000 in Legal Costs (such not-to-exceed amount, the “Maximum Legal Costs”). The District shall be responsible for any Legal Costs in excess of the Maximum Legal Costs. Notwithstanding this section or any other provision of this Agreement, District retains the right to recover attorneys’ fees from Provider in the event Provider is in default of any of Provider’s obligations under this Agreement and District incurs attorneys’ fees in enforcing this Agreement.

e. 3. **Payment Schedule.** Provider shall pay District as follows:
   a. 25% of the Development Costs within 15 days of the Effective Date of this Agreement and execution of the PPA (the “Effective Date Milestone”); and
   b. 25% of the Development Costs within 15 days of the date on which the District issues Provider a Notice to Proceed to Construction with respect to all Projects as set forth in the PPA (the “NTP Milestone”).
   c. 50% of the Development Costs within 15 days of the Commercial Operation Date (as defined in the PPA) of the final Project to be constructed (the “COD Milestone”).
   d. 100% of the Inspection Costs within 30 days of the later of 1) the date on which the District presents Provider with reasonably detailed invoices from the District’s Inspector, and 2) the Notice to Proceed to Construction, provided that in no case will Provider be required to pay any Inspection Costs in excess of the Maximum Inspection Costs.
e. 100% of the CEQA Consultant Costs within 30 days of the later of 1) the date on which the District presents Provider with reasonably detailed invoices from the District’s CEQA Consultant, and 2) the date in which the CEQA document is approved by the Vallecitos Water District Board of Directors, provided that in no case will Provider be required to pay any CEQA Consultant Costs in excess of the Maximum CEQA Consultant Costs.

f. 100% of the Legal Costs within 30 days of the Effective Date Milestone, provided that in no case will Provider be required to pay any Legal Costs in excess of the Maximum Legal Costs.

4. Miscellaneous.

a. Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until each Party has fulfilled all of its obligations to the other hereunder.

b. Limitation of Liability. Neither Party, or its directors, officers, shareholders, Governing Board or members thereof, agents, employees, subcontractors or suppliers shall be liable for indirect, special, exemplary, or consequential damages of any nature arising out of any act or omission hereunder. A Party’s aggregate liability arising out of or in connection with this Agreement shall be limited to an amount equal to the sum of the Maximum Development Costs, Maximum Inspection Costs, and Maximum CEQA Consultant Costs.

c. Dispute Resolution. Any dispute(s) between the Parties arising from or connected to this Agreement shall be handled in accordance with Section 15 of the applicable PPA.

d. Governing Law; Choice of Forum. This Agreement shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of San Diego, subject to transfer of venue under applicable State law.

e. No Partnership. This Agreement shall not be construed or represented as creating any partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither Party shall be considered or represented as the agent of the other.

f. Full Agreement; Modification. This Agreement, together with any Exhibits and the PPA, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties.

g. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
h. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

i. **Binding Effect; Assignment.** Provider, by execution of this Agreement, acknowledges that Provider has read this Agreement, including any all Exhibits and attachments thereto, and understands them and agrees to be bound by their terms and conditions. Provider acknowledges and understands that Provider shall not assign this Agreement, in whole or in part, without prior written consent of the District. Assignment of this Agreement, or any rights, duties or obligations thereunder, without the express written consent of the District shall be void.

j. **Notices.** All notices under this Agreement shall be in accordance with the provisions regarding notices set forth in Section 23 of the PPA, which Section is hereby incorporated by reference.

Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

---

**VALLECITOS WATER DISTRICT**

By: ____________________________
Name: Glenn Pruim
Title: General Manager, Vallecitos Water District

**SSA SOLAR of CA 5, LLC**

By: ____________________________
Name: __________________________
Title: ____________________________
## Exhibit A

<table>
<thead>
<tr>
<th>Project Site / Meter</th>
<th>Site Address</th>
<th>PV System Size (kW DC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lift Station #1 NEM</td>
<td>1368 W San Marcos Blvd P, San Marcos, CA 92078</td>
<td>236.52</td>
</tr>
<tr>
<td>Twin Oaks Reservoir RES-BCT</td>
<td>3896 EL PASO ALTO, SAN MARCOS CA 92069</td>
<td>1892.16</td>
</tr>
<tr>
<td><strong>Portfolio Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BACKGROUND:
TerraVerde Renewable Partners (TerraVerde) was awarded a professional services agreement at the January 17, 2018 Board Meeting to serve as the District’s technical advisor for a proposed District-wide solar project. TerraVerde's scope is to provide professional services including evaluation, site selection, design-build administration, contract/regulatory services, program management, construction management, and facility performance verification. The Vallecitos Water District’s (District) Solar Energy and Battery Storage Feasibility Assessment Findings Report (Report) identified 3 project locations for consideration. Those locations included the following:

- Net Energy Metering at Lift Station No. 1
- RES-BCT Project at Twin Oaks Reservoir Site
- Mahr Reservoir Floating Solar Project

Staff updated the Board on June 20, 2018 on the three project sites. All three projects were proposed as a Power Purchase Agreement (PPA) where an independent third party would build, maintain and operate the solar installation at no cost to the District. Third party ownership allows the District to benefit from the federal Investment Tax Credit (ITC), currently 30% of project value, in the form of incentivized PPA rates. A capital investment is not required by the District. The PPA provider is contractually responsible for the design, construction, operation, monitoring, O&M, and equipment warranties and will reimburse the District for all project development costs including various consulting, CEQA, legal, and inspection fees. A performance guarantee is also established to mitigate energy production shortfalls.

TerraVerde completed the Report which was presented to the Engineering/Equipment Committee on July 23, 2018. The Committee recommended bringing the 3 projects forward to the Board for consideration.

On September 19, 2018, staff and TerraVerde presented the Report to the Board of Directors. The Board decided to pursue the Net Energy Metering at Lift Station No. 1 and RES-BCT Project at Twin Oaks Reservoir Site to the design and permitting phase. An evaluation of potential environmental impacts was performed for each project per the California Environmental Quality Act (CEQA). The Board acted on the Mitigated Negative Declaration at today’s meeting.
Requests for proposals from solar providers were sent out in July 2019 and interviews with responding firms were conducted on September 19, 2019. The proposals and interview results were presented to the Engineering/Equipment Committee on October 1, 2019.

On March 21, 2019, staff authorized a purchase order for BRG Consulting, Inc. to prepare an Initial Study and Mitigated Negative Declaration for these two projects in the amount of $33,630.00. BRG Consulting, Inc. compiled their environmental studies and completed an Initial Study and draft Mitigated Negative Declaration, which the Board approved for public circulation on August 7, 2019. A total of seven comment letters were received from the following agencies and entities:

- Agua Caliente Band of Cahuilla Indians
- County of San Diego
- Pala Band of Mission Indians
- Rincon Band of Luiseno Indians
- City of San Marcos
- San Diego Archaeological Society Inc.
- Viejas Band of Kumeyaay Indians

Based on the comments provided, BRG Consulting made minor modifications to the draft Mitigated Negative Declaration and produced a Final Mitigated Negative Declaration for Board consideration. The Final Mitigated Negative Declaration has been posted on the District's website.

The project will provide a District-wide energy consumption offset of approximately 50% over the 25-year term of the PPA (assuming present-day average annual demands).

**DISCUSSION:**
Staff and TerraVerde entered PPA negotiations with PCI Solar (SSA Solar of CA 5, LLC) after determining that PCI Solar aligned the best with the evaluation criteria in the RFP. Summary points of PCI's proposal include the following:

- Lowest price throughout entire RFP process, most developed design and engineering set shared during interviews.
- Provided value engineering option on the Twin Oaks interconnection strategy.
- 90% performance guarantee versus specified 95% in the RFP
- Confirmed higher ITC eligibility with a contract approval in early November.

**FISCAL IMPACT:**
The PPA does not require a capital investment from the District. The PPA would generate a reduced electric rate for 25 years resulting in net savings to the District with
no capital contributions. The District’s negotiated PPA rate of $0.0779 per kilowatt hour (/kWh) is for both project locations and is fixed for 25 years with 0% annual escalations. This provides a hedge against long term utility rate increases. The PPA allows the District to proceed with both sites or just the Twin Oaks Reservoir site without affecting the general terms of the agreement.

The District’s annual average electric demands and anticipated rate increases by San Diego Gas and Electric (SDG&E) are considered over time when estimating the annual District net savings from utility bill credit allocations of approximately $113,000 (total savings at both sites). Over a 25-year term of the PPA, the estimated net savings to the District will be approximately $6,693,000 by authorizing the PPA. The estimated annual District savings increases over time due to annual rate increases expected by SDG&E, among other factors.

RECOMMENDATION:
Staff and the Engineering/Equipment Committee recommend:

- Conducting a public hearing to allow comments on the proposed PPA.
- Adopt the Final Mitigated Negative Declaration (MND) for the District-Wide Solar Program
- Authorize the General Manager to enter into a PPA with PCI Solar (SSA Solar of CA 5, LLC).
- Adopt the resolution per Government Code Section 4217.12 regarding anticipated energy cost savings and other benefits the District may receive.

ATTACHMENTS:
- Plat/Aerial Exhibit of Solar Sites
- Solar Power Purchase Agreement by and between SSA Solar of CA 5, LLC and Vallecitos Water District
- Resolution
RESOLUTION NO.

RESOLUTION MAKING FINDINGS, AUTHORIZING AND APPROVING POWER PURCHASE AGREEMENT, PERFORMANCE GUARANTEES AND COST REIMBURSEMENT AGREEMENT, AUTHORIZING EXECUTION AND DELIVERY OF OTHER DOCUMENTS, MAKING A DETERMINATION AND OTHER ACTIONS REQUIRED IN CONNECTION THEREWITH

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

WHEREAS, the Vallecitos Water District ("District") desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

WHEREAS, TerraVerde Energy, LLC ("TerraVerde"), has provided the District with analysis showing the benefits of implementing certain energy conservation measures through the installation of certain solar photovoltaic systems, and TerraVerde’s analysis ("Analysis") is attached hereto as Exhibit A and made part hereof by this reference; and

WHEREAS, the District proposes to enter into a power purchase agreement and related contract documents ("Power Purchase Agreement") with SSA Solar of CA 6 LLC. ("Provider"), pursuant to which Provider will design, construct, install, maintain, and operate on District property certain energy saving improvements consisting of solar photovoltaic facilities and arrange with the local utility for interconnection of the facilities, which will generate energy for the sites on which such facilities are located; and

WHEREAS, the sites where such solar photovoltaic facilities ("Project") will be located are: Lift Station #1, and the Twin Oaks Reservoir; and

WHEREAS, the Analysis includes data showing that the anticipated cost to the District for the electrical energy provided by the Project will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases; and

WHEREAS, the District proposes to enter into the Power Purchase Agreement substantially in the form presented at this meeting, subject to such changes, insertions or omissions as the General Manager or their designee reasonably deems necessary following the District's adoption of this Resolution; and

WHEREAS, pursuant to Government Code section 4217.12, the District has held a public hearing, public notice of which was given at least two weeks in advance, to receive public comment; and
NOW, THEREFORE, based upon the above-referenced recitals, the District hereby
finds, determines and orders as follows:

1. The District finds that the terms of the Power Purchase Agreement are in
the best interests of the District.

2. In accordance with Government Code section 4217.12, and based on data
provided by the Analysis, the District finds that the anticipated cost to the District for
electrical energy provided by the Project under the Power Purchase Agreement will be
less than the anticipated marginal cost to the District of electrical energy that would
have been consumed by the District in the absence of those purchases.

3. The District hereby approves the Power Purchase Agreement, which shall
be subject to such changes, insertions or omissions as the General Manager or their
designee reasonably deems necessary.

4. The General Manager or designee is hereby authorized and directed to
negotiate any further changes, insertions and omissions to the Power Purchase
Agreement as they reasonably deem necessary, and thereafter to execute and deliver
the Power Purchase Agreement following the District’s adoption of this Resolution. The
General Manager or designee is further authorized and directed to execute and deliver
any and all papers, instruments, opinions, certificates, affidavits and other documents
and to do or cause to be done any and all other acts and things necessary or proper for
carrying out this resolution and said agreements.

The foregoing Resolution was adopted at a meeting of the District Board
of Directors of the Vallecitos Water District on November 6th, 2019, by the following
vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

______________________________
Hal J. Martin, President
Board of Directors
Vallecitos Water District

______________________________
Glenn Pruim, Secretary
Board of Directors
Vallecitos Water District
SOLAR POWER PURCHASE AGREEMENT

by and between

SSA Solar of CA 5, LLC

and

VALLECITOS WATER DISTRICT

dated
November 6, 2019
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<td>20.</td>
<td>Confidentiality; Publicity</td>
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<td>21.</td>
<td>Legal Effect and Status of Agreement</td>
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<tr>
<td>22.</td>
<td>Miscellaneous</td>
<td>21</td>
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Exhibit A – Definitions
Exhibit B – Power Price
Exhibit C – Termination Value
Exhibit D – Purchase Option Value
Exhibit E – Description of Solar Facilities
Exhibit F – Output Guarantee Rate
Exhibit G – General Conditions and Technical Specifications
Exhibit H – Form Performance Bond
Exhibit I – Form Payment Bond
SOLAR POWER PURCHASE AGREEMENT

This Solar Power Purchase Agreement (“Agreement” or “PPA”) is made and entered into as of this sixth day of November 2019, (“Effective Date”), between SSA Solar of CA 5, LLC (“Provider”), and the Vallecitos Water District (“District”). District and Provider are collectively referred to herein as “Parties” and individually as “Party.”

RECITALS

WHEREAS, Provider is in the business of installing and operating solar power facilities and selling electric energy generated from such facilities; and

WHEREAS, Government Code section 4217.10 et seq. provides that public agencies may enter into an agreements for access to real property upon which alternative energy facilities may be constructed so that the public agency may purchase the energy generated from the facilities constructed on the real property under a power purchase agreement; and

WHEREAS, the governing body of the District, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advanced notice of such hearing, has made those findings required by Section 4217.12 of the Government Code that: (1) the anticipated cost to the District for electrical energy services provided by the solar panel system under this Agreement will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases and (2) the difference, if any, between the fair market value of the right to access and occupy the real property subject to this Agreement and related payments under this Agreement, if any, is anticipated to be offset by below-market energy purchases or other benefits provided under this Agreement; and

WHEREAS, District desires to reduce its energy costs as well as its dependence on fossil fuel electric generating resources and to promote the generation of electricity from solar photovoltaic facilities; and

WHEREAS, Provider desires to design, install, own, maintain, and operate each photovoltaic system including all solar panels and equipment components of the solar system (each a “Solar Facility” and collectively the “Solar Facilities”) on the Site(s) owned by the District, and Provider shall sell the output from the Solar Facilities to District at those rates set forth herein (collectively the “Project”); and

WHEREAS, Provider has developed an ownership and financing structure for the Solar Facilities, which facilitates the use of certain tax incentives, and accelerated depreciation to reduce the expected investment returns of its investors, and which benefits District by offering a competitive Power Price, as defined herein; and

WHEREAS, District desires to provide Provider a license for the sole purpose of accessing District’s property to install, operate, maintain and repair a photovoltaic system; and

WHEREAS, as part of this PPA and in consideration of the access license, Provider and District intend that Provider would obtain title, an ownership interest, and retain all financial...
incentives and tax benefits generated by the solar panel system and associated with the development of solar photovoltaic system, including the installation, ownership and operation of the solar panel system and the sale of energy from the system to the District.

NOW, THEREFORE, in consideration of the promises and the mutual benefits from the covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Provider and District hereby agree as follows:

AGREEMENT

1. Definitions.
   Capitalized terms used in this Agreement shall have the meanings ascribed to them herein or in the attached Exhibit A.

2. Term.
   A. Term. The “Term” of this Agreement shall commence upon the Effective Date and terminate automatically on the Expiration Date (“Initial Term”), unless terminated earlier as provided herein. The Parties may renew this Agreement for up to two (2) five-year renewal terms on mutual agreement (“Renewal Term”). The Initial Term and all subsequent Renewal Terms are referred to collectively as “Term.” This Agreement shall terminate automatically and concurrently with any termination of the Site(s) access license provided by this Agreement.

3. Removal of Solar Facilities
   A. Removal of Solar Facilities. Within one hundred eighty (180) Days of the expiration or any termination of this Agreement (unless District has: (i) purchased the Solar Facilities under the terms of this Agreement; or (ii) otherwise consented in writing to allowing the Solar Facilities to remain installed on the Site(s)), Provider shall, in coordination with District and at Provider’s sole cost and expense, remove the Solar Facilities from the Site(s).
   Provider shall bear the cost of any required storage of the Solar Facilities if necessary during Provider’s removal of the Solar Facilities. Provider shall coordinate the date on which the delivery of power from the Solar Facilities will be discontinued to provide for a smooth transition and in no event will District be charged by Provider for energy that is delivered from the Solar Facilities following the date of expiration or termination.

   B. Removal and Site Restoration. Removal of the Solar Facilities shall include all installed equipment, including, but not limited to, the Solar Facilities and all tangible and structural support materials, as well as all appurtenant equipment, above and below ground (except for empty conduits). Provider shall additionally restore the Site(s) to a condition substantially similar to the pre-installation condition of the Site(s), excluding ordinary wear and tear, through reasonable efforts. Provider’s restoration of the Site(s) shall include, but is not limited to, any refinishing, landscaping, hardscaping, painting or other finish work, and cleaning. Provider shall undertake any repairs reasonably necessary as a result of such removal and restoration. The parties shall reasonably coordinate all such removal, restoration, storage and transportation activities and dates.
C. Failure to Remove. If Provider fails to comply with this Section 3 and remove the Solar Facilities and restore the Site(s) as required under Section 3(A), District shall have the right, but not the obligation, to remove the Solar Facilities and restore the Site(s) and charge Provider for the cost incurred by District, which cost shall include a twenty percent (20%) administrative fee. The Parties shall reasonably coordinate all such removal and pick-up activities. This Section shall not be interpreted to limit the District’s other available lawful remedies.


A. Purchase and Sale of Output. Beginning on the Commercial Operation Date and through the remainder of the Term, Provider agrees to sell and District agrees to buy Output from the Solar Facilities at the applicable “Power Price” as set forth in Exhibit B. District shall have no obligation to pay for Output delivered from the Solar Facilities after the expiration date of this Agreement or the early termination thereof.

B. Provider’s Output Guarantee. Commencing with the fifth (5th) Contract Year after the Commercial Operation Date of each Solar Facility, and for every fifth (5th) Contract Year thereafter during the Initial Term, the aggregate metered Output from each Solar Facility for the previous five (5) Contract Years (the “Measurement Period”) shall be at least eighty five percent (85%) of the aggregate Annual Production Estimate for such Measurement Period for each Solar Facility (“Output Guarantee”) as defined in Exhibit B; provided, the Output Guarantee for any Measurement Period will be reduced by the estimated generation of the Project that would have been generated during such Measurement Period, but was not generated, due to one or more of the following cause: (a) an Outage; (b) the actions or omissions of the Distribution Utility or the request or direction of the Distribution Utility or other third parties outside the control of Provider; (c) a Force Majeure event; (d) buildings or structures constructed after the Commercial Operation Date overshadowing or otherwise blocking access or sunlight to the Project on or at the Sites or any other action of the District that results in interference with Insolation on or at the Sites; (e) action by third parties on adjacent properties that create a material impact on Insolation at the Sites; (f) a change in weather conditions over the Measurement Period that results in a reduction of the Actual Insolation more than a seven and a half percent (7.5%) less than the Modeled Insolation; (f) any Temporary Suspension by District pursuant to Section 11 D that exceeds forty-eight (48) hours, or (g) a breach of this Agreement by District.

If the Output delivered by the Solar Facility during any Measurement Period does not equal or exceed the Output Guarantee for such Measurement Period, Provider shall include in its next invoice(s) to District (and in the final invoice for any credit owed for the final Contract Year) a credit for the Energy Shortfall Amount. Alternatively, the District has the option to request that the Energy Shortfall Amount be paid by check independently of an invoice.

C. Net Metering, Credits and Storage of Output. Nothing in this Agreement shall limit the District’s ability during the term of this Agreement to participate in or otherwise take advantage of any current or future program or technology which may enable to the District to store Output at any Site or to export Output to any District site or to the Distribution Utility for any available energy credits or offsets. Furthermore, if there is a reduction in the District’s energy requirements at a Site, whether as a result of energy efficiency measures or changes in
District’s operations from time to time, District will have the right to export such excess Output to the Distribution Utility or through the transmission facilities of the Distribution Utility to a third party, to the extent permitted by law and the regulations of the Distribution Utility. In no event will District take any action with respect to Output that would result in the Provider being deemed to be, or regulated as, a public utility. District will give prior written notice to Provider of its intent to sell Output to a third party as permitted in this section and Provider will notify District if Provider believes that the sale would result in the imposition of any additional regulatory burden, cost, expense, damages, loss, or liability to Provider. In the event that District fails to give notice to Provider or determines to move forward with the sale to a third party notwithstanding the additional costs identified by Provider, then District shall fully indemnify and reimburse Provider for its actual verifiable costs, expenses, damages, losses, and/or liabilities which are incurred by Provider as a result of such sales. The District will give reasonable notice to Provider of its intention to undertake any such project or program, and will coordinate with the Provider to ensure that the Solar Facilities, the terms and conditions of this Agreement and all associated warranties are preserved.

D. Outages. Provider may suspend delivery of Output as reasonably necessary for testing, maintaining, replacing and repairing the Solar Facilities, or in response to any Distribution Utility directive or dispatch order (an “Permitted Outage”). Provider shall take all commercially reasonable steps to minimize the duration and scope of any such Permitted Outage.

E. Distribution Utility Electric Service. District may take Parallel Energy Services from Distribution Utility at each Site, provided that any such actions shall not reduce the obligations of District under this Agreement.


A. Provider’s Contractor. Provider shall ensure that any party contracting with Provider for any engineering, procurement, design, installation or construction of the Solar Facilities shall possess sufficient knowledge, experience, expertise, licensing, and financial capacity and creditworthiness necessary for satisfactory completion of Provider’s obligations under this Agreement. The contractor performing the construction work on the Project shall possess Class A, Class B and C-10 California Contractor State Licenses, and all other required licenses for performing work under this Agreement, prior to performing any work on the Project. Provider represents and warrants that it has the financial capacity, creditworthiness and bonding sufficient to satisfy all of Provider’s obligations under this Agreement, including, but not limited to, any instance of default or other failure by Provider’s contractor(s) to complete the work required to satisfy Provider’s obligations in this Agreement. Prior to contracting with any such party, Provider shall obtain and review the qualification of such party, and complete any necessary background check or fingerprinting required by law or the District. Provider shall further procure from contractor performance and payment bonds and any other assurances as Provider deems reasonably necessary to secure contractor’s timely completion of the Solar Facilities.

B. Permits. Provider shall be solely responsible for ensuring that the Solar Facilities are constructed in compliance with all applicable laws, regulations and Permits, and in accordance with the standards set by any governmental program providing funding for the Solar Facilities.
Facilities, including, but not limited to, all improvements, conditions and mitigation measures required for compliance with the California Environmental Quality Act ("CEQA") and the Americans with Disabilities Act ("ADA"). Provider shall, at Provider’s sole cost and expense, obtain from all Governmental Authorities having jurisdiction over the Project, all necessary Governmental Approvals and other Permits and approvals required for the installation, operation and maintenance of the Solar Facilities, including, but not limited to fire safety, California Occupational Safety and Health Administration ("OSHA"), utility interconnection, right-of-way permits, easement agreements and other related requirements.

To the extent action is required of District, District shall, upon the request of Provider, use reasonable efforts to assist Provider in obtaining and retaining Permits, licenses, releases and other approvals necessary for the design, construction, engineering, installation, operation and maintenance of the Solar Facilities. Provider shall reimburse District for third party out of pocket costs reasonably incurred by District in assisting the Provider under this Section. Except as otherwise set forth in this Agreement, Provider shall be responsible for all costs, expenses and improvements to the extent required to obtain or comply with any Permits, Government Approvals or other requirement under state or federal law made necessary as a result of the Solar Facilities installation, operation and maintenance. Specifically, the Provider is required to obtain and submit all documents to close out the Project with the Governmental Authorities having jurisdiction over the Project. In addition to stamped and approved plans, Provider shall provide any required installation compliance confirmation letter(s) to any applicable Governmental Authorities.

C. Notice of Output Interruptions. Each Party shall notify the other Party as soon as reasonably practicable following its discovery of any material malfunction of any Solar Facilities or interruption in the supply of electricity from any Solar Facilities. Each Party shall designate and advise the other Party of personnel to be notified in the event of such a malfunction or interruption. Provider shall correct, or cause to be corrected, the conditions that caused the malfunction or interruption as soon as reasonably practicable. However, in no event shall Provider’s response to investigate the problem be greater than 48 hours following receipt of notice or upon discovery of such malfunction or interruption. Provider shall initiate an appropriate corrective action to restore Output as soon as is commercially reasonable and if the cause of the malfunction is covered by a third-party warranty for the hardware in question, Provider shall work diligently with the hardware manufacturer to replace defective components. If hardware that is under warranty is no longer available or the manufacturer who provided the warranty is no longer in business, then Provider will use reasonable efforts to locate suitable replacements for such hardware in a timely manner. Provider will not be responsible for delays in taking corrective action to restore Output to the extent such delays are caused by events that are outside Provider’s reasonable control. In addition, Provider shall remotely monitor the entire system on a daily basis for the presence of alarm conditions and general performance utilizing the data acquisitions systems and monitoring systems installed by the Provider at the Site(s), as described in Exhibit F.

D. Site Operations. In order to prevent any unreasonable disturbance or interruption of District’s activities, Provider shall accommodate District’s normal operations schedule and scope of activities conducted on the Site(s) during construction and on-going operation of the Solar Facilities pursuant to this Agreement.
E. Operation and Maintenance of Solar Facilities. Provider shall be responsible for all operations, maintenance, and repair of the Solar Facilities, except to the extent that any maintenance or repair is made necessary by the sole negligent acts or omissions or willful misconduct of the District. All maintenance, repairs and operations, shall be conducted in accordance with (i) all applicable laws, rules and regulations, (ii) prudent industry operating standards, and (iii) as otherwise set forth in this Agreement, including Provider’s obligations under Section 5(C). Provider shall reasonably accommodate and cooperate with the District to ensure the District’s activities, facility uses, and scheduling requirements are not unreasonably impeded. Provider’s repair work responsibilities shall include, but are not limited to, any repair required as a result of damage caused by the Provider or its contractors, subcontractors or vendors, to the District’s facilities. District shall maintain the physical security of the Site(s) in a manner that is substantially the same as the current physical security on the Sites unless otherwise agreed upon by District and Provider in writing. District will further have the right to add additional security measures as necessary for its own operations provided that such measures do not materially interfere with Provider’s access to the Solar Facilities. If additional security measures are required during construction or following the commencement of operations at a Site in order to prevent vandalism or theft, such security measures will be the responsibility of Provider at its sole cost. The Twin Oaks Site is designated as a homeland security site and certain additional security measures and access limitations may be imposed on such Site pursuant to federal regulations. District will work with Provider to keep Provided notified of any such restrictions and to ensure that Provider retains necessary access to the Site to fulfill its rights and obligations under this Agreement. District shall not conduct or permit activities on, in or about the Site that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the Solar Facilities. District shall indemnify Provider for any loss or damage to the Solar Facilities to the extent caused by or arising out of (i) District’s breach of its obligations under this Section or (ii) the acts or omissions of District or its employees, agents, invitees or separate contractors.

F. Prevailing Wages. This Project is subject to compliance with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the District’s main office at the address or may be obtained online at http://www.dir.ca.gov/dlsr. A copy of these rates shall be posted at the job site by Provider. Provider and all contractors and subcontractor(s) under it, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of this PPA and the employment of apprentices. Provider hereby agrees to indemnify and hold harmless the District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with any applicable Labor Code provisions arising out of or in connection with the Project.

The Provider, its contractor(s) and subcontractor(s) shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract
thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the Project will use State funds. Pursuant to Labor Code section 1771.1, for any proposal submitted, or any contract for public work entered into, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. At least 7 Days prior to the later of commencement of construction work or 30 days after execution of the Agreement, Provider will provide District with the name and registration information, including all information required for the PWC-100 form, for all contractors of any tier. Such information must be supplemented if additional contractors work on the Project. Provider shall post all required job site notices pursuant to the Labor Code and related regulations. Provider shall ensure that, to the extent required by law, that Provider and its contractors and subcontractors maintain current and ongoing registration status with the Department of Industrial Relations.

The Provider, its contractor(s) and subcontractor(s) shall submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. District may withhold $100 for each calendar day after ten Days from Provider’s receipt of a request to produce payroll records (as described in Labor Code §1776(a)) that Provider fails to produce such records.

G. Employment of Apprentices.

1. Provider and all contractors and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices

2. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

4. The responsibility for compliance with this Section shall rest upon the Provider.

H. Hours of Work.

1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7,
Division 2 of the Labor Code, Provider stipulates that eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by the Provider or by any subcontractor on any subcontract under this PPA upon the Work or upon any part of the Work contemplated by this PPA is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Provider in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

2. The Provider and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this PPA. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

3. The Provider shall pay to the District a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this PPA by the Provider or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

I. Debarment of Contractors and Subcontractors. Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The Provider shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

6. Commercial Operation Date; Conditions Precedent; Notice to Proceed.

A. Conditions Precedent to Construction. Provider shall complete pre-construction activities relating to the Solar Facilities (“Construction Conditions Precedent”):

(1) Provider shall submit to District certificates of insurance and endorsements demonstrating compliance with the requirements defined in Section 17 of this Agreement.

(2) Provider shall submit to District a fully executed copy of any and all contracts entered into for the engineering, procurement and/or construction of the Solar Facilities.

(3) Provider shall undertake all commercially reasonable efforts to assess the capacity of the Distribution Utility facilities, including, but not limited to, the applicable
(4) Provider shall submit to District for approval a 90% completed design of the Solar Facilities, a detailed construction and installation schedule and a detailed project safety plan. Provider’s construction and installation schedule shall include start and completion dates for all categories of work on the Sites, including but not limited to pre-construction activities, installation of major equipment and anticipated Sites deliveries and all required submittal and procurement documentation.

(5) Provider shall obtain or cause to be obtained all necessary Permits, entitlements, contracts and agreements required for the installation, operation and maintenance of the Solar Facilities and the sale and delivery of Output to District.

B. Completion of Condition Precedent to Construction; Termination. If Provider is unable to timely complete any of the Construction Conditions Precedent [(1) through (6)] above by the Construction Start Deadline (one hundred and ten (110) days after the Effective Date), as may be extended by written agreement with District, due to delays outside of the Provider’s control which could not have been reasonably anticipated or mitigated, District may, but is not required to, either (1) waive or extend such requirements in a written notice to Provider; or (2) terminate this Agreement without triggering the default provisions of this Agreement, including, but not limited to any default provision requiring the payment of the Termination Value. In the event that an extension is granted by District, the deadline in Section 6C for the issuance of a Notice to Proceed and the Commercial Operation Date will be revised accordingly. Following any such termination, this Agreement shall be void and neither party shall have any further liability under this Agreement to the other party except for any indemnity claim pursuant to Section 17 that occurred prior to the date of termination. Within thirty (30) days of Provider’s timely satisfaction of all Construction Conditions Precedent, District shall issue a notice to proceed to Provider (“Notice to Proceed”), informing Provider that it may commence the construction of the Solar Facilities on the Site(s). Provider shall not proceed with construction of the Solar Facilities until it has received the Notice to Proceed.

C. Construction; Commercial Operation. Promptly upon receipt of the Notice to Proceed from District, Provider shall commence construction of the Solar Facilities, subject to Exhibit G, and shall cause complete installation and start-up of Commercial Operation thereof on or before September 30, 2020 (the “Commercial Operation Deadline”). Prior to the Commercial Operation Deadline, Provider shall:

(1) Effect the execution, in coordination with the District, of all agreements required for interconnection of the Solar Facilities with the Distribution Utility, including, without limitation, the interconnection agreement(s) and net metering agreement(s) if applicable; and

(2) Ensure that all necessary connections and equipment are installed in compliance with all applicable codes and standards, and that Provider has procured or caused the complete installation of all necessary equipment and protection devices to enable
delivery of Output from the Delivery Points to District’s facilities.

(3) Obtain or cause to be obtained all necessary Permits, entitlements, contracts and agreements required for the operation and maintenance of the Solar Facility and the sale and delivery of Output to District.

The Provider will be entitled to an extension of the Commercial Operation Date (on a day for day basis equal to the cause of the delay) upon the occurrence of one or more of the following events:

(i) the Provider has satisfied the conditions precedent within the time period specified in Section 6B (as the same may be modified by agreement of the parties), but District has not issued the Notice to Proceed within the time period required by Section 6B;

(ii) Provider has timely pursued all permits and approvals necessary for the Solar Facilities to commence operation, including permission to operate form the utility, but such permits and approvals have been delayed by the governmental authority or utility through no fault of Provider; or

(ii) the completion and/or operation of the Solar Facilities has been delay by an event of Force Majeure.

D. Commercial Operation. The “Commercial Operation Date” shall be the date on which Provider accurately notifies District in writing of the fact that the Solar Facilities are mechanically and electrically complete and operational and providing Output through Meters to the Delivery Points under approved and executed Distribution Utility interconnection agreements. Provider shall cause the Commercial Operation Date to occur on or before the Commercial Operation Deadline.

Provider shall be solely liable to District for any delay by Provider or Provider’s contractor(s) in completing the work, including any costs of District associated with impacts to the Sites or a delay in the Commercial Operation Date.

If Commercial Operation has not commenced on or before the forty-fifth (45th) day following the Commercial Operation Deadline, District may, but shall not be required to, assess “Delay Liquidated Damages” against Provider in an amount equal to $1000 per calendar day until Commercial Operation is achieved. Additionally, if Commercial Operation has not commenced on or before the one hundredth (100th) day following the Commercial Operation Deadline, District may, but shall not be required to, terminate this Agreement without triggering the default provisions of this Agreement as to District or any other District liability, including any default provision which would otherwise require payment of the Termination Value.

Liquidated damages may also be applied to compensate the District for undue delays in the completion of punch list items, site clean-up, demobilization, and miscellaneous contractual obligations after Commercial Operation has been achieved (“Administrative Delay”). The cost to the District for Administrative Delay related to administration, inspection, mileage, and other similar items would be extremely difficult to determine. For that reason, additional liquidated
damages for Administrative Delay, known as “Administrative Delay Liquidated Damages” may be imposed against the Provider in the amount of $500 per day, effective 45 days after Commercial Operation has been achieved. Administrative Delay Liquidated Damages may be assessed until the District reasonably agrees that all outstanding work to address Administrative Delay has been completed.

E. Reserved.

F. Commercial Operation of Individual Sites. When Solar Facilities are located on multiple unique Sites, Provider may, upon completion of the respective Solar Facility and all conditions precedent to Commercial Operation as applicable to an individual Site, including, but not limited to, obtaining approval from the Distribution Utility to operate the respective Solar Facility, provide and sell Output to the District through the Site’s Delivery Point utilizing the Contract Year 1 Power Price outlined in Exhibit B.


A. Ownership of Solar Facilities. Title to each of the Solar Facilities shall remain with Provider during the Term unless and until District exercises its option to purchase the Solar Facility(ies) as set forth herein. None of the Solar Facilities, including, but not limited to any components thereof may be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by District. The Solar Facilities will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. District shall not cause or permit the Solar Facilities or any part thereof to become subject to any lien, encumbrance, pledge, levy or attachment arising by, under or through District. Provider shall bear all risk of loss with respect to the Solar Facilities, except for losses arising from the negligence or willful acts or omissions by District or its agents or employees. Provider shall be solely responsible for the Solar Facilities’ operation and maintenance in compliance with all applicable laws, regulations and Permits. Provider shall not be responsible for the cost or expense of any maintenance required as a direct result of the District’s negligence or willful misconduct.

B. Ownership of Output, Green Attributes and Environmental Financial Incentives. Provider is the exclusive owner of any Environmental Financial Incentives associated with the construction, ownership and operation of the Solar Facilities. District will assign its interest (if any) in all such credits and other financial incentives to Provider. District is the exclusive owner of, and may assign or sell in its sole discretion, all Green Attributes, including, but not limited to, Renewable Energy Certificates (“REC”), and REC Reporting Rights, attributable to the Solar Facilities and the Output therefrom. Without additional charge to District, Provider shall take and bear the costs of all steps necessary to secure and perfect interest in the Green Attributes, including, but not limited to, registering the RECs with WREGIS. Parties shall cooperate with each other as reasonably requested in connection with registration of such rights. The Parties agree to subsequently negotiate in good faith the ownership of any additional benefit or incentive associated with this Agreement which did not exist at the time this Agreement was entered into, consistent with the prior agreement regarding REC’s and Environmental Financial Incentives allocated herein.
8. Payment.

A. Invoices. Provider shall provide an invoice for each Solar Facility to the District on a monthly basis, by the 15th day of each calendar month following the Commercial Operation Date of the Solar Facility. Each invoice will set forth (i) the Output delivered to District in the preceding month, (ii) the Power Price for such month, (iii) the total amount to be paid by District to Provider for Output delivered in the preceding month, (iv) the year and month of the PPA term, (v) Annual Production Estimate for the relevant year as set forth in Exhibit B, (vi) running total of Annual Production Estimate for the relevant year as set forth in Exhibit B versus cumulated actual Output for the relevant year, (vi) and any applicable offsets or credits to such invoice amounts.

B. Due Date. The Power Price and all other payments shall be in U.S. Dollars and paid by wire transfer, check, or automated check handling (ACH) payment delivered to Provider at the address specified herein within thirty (30) Days of the date the invoice is received by the District (“Due Date”). If the Due Date is a weekend or a bank holiday, payment will be due the next following business day.

C. Payment Disputes. In the event a Party disputes all or a portion of an invoice, or any other claim or adjustment arises, such disputes shall be resolved pursuant to Section 15.


A. Purchase of Solar Facilities. Unless District is in default of its obligations under this Agreement, District shall have the option to purchase all of Provider’s right, title, and interest in and to each Solar Facility on the tenth (10th) and twentieth (20th) anniversaries of the Commercial Operation Date or upon expiration of the Term hereof (“Purchase Option”). District will have the right to exercise the Purchase Option for the Lift Station 1 Site separate and apart from the Twin Oaks Site, which will remain subject to the terms of this Agreement, however, if the District exercises the Purchase Option for the Twin Oaks Site, then it must also exercise the Purchase Option for the Lift Station 1 Site. If District wishes to exercise its Purchase Option, it must provide notice to Provider at least ninety (90) Days in advance of any such anniversary or the expiration of the Term. The purchase price shall be the greater of (1) the Fair Market Value, as defined under this Agreement, of the Solar Facility as of the applicable anniversary date or the expiration of the Term or (2) the applicable Purchase Option Price indicated in Exhibit D. Upon the exercise of the Purchase Option and Provider’s receipt of all amounts then owing by District under this Agreement, the Parties will execute all documents necessary for the purchase and sale of the Solar Facility, including but not limited to, the delivery of the purchase price, the transfer of title to the Solar Facility, and to the extent transferable, the remaining period, if any, on all warranties and Environmental Financial Incentives and Green Attributes for the Solar Facility to District. Provider shall remove any encumbrances placed or allowed on the Solar Facility by Provider. On the date on which Provider transfers title to all of the Solar Facilities to District in accordance with this Section, this Agreement shall terminate without default or penalty to District. The Solar Facility will be sold “as is, where is, with all faults”. Provider will assign to District any manufacturer’s warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Provider otherwise disclaims all warranties of any kind, express or implied, concerning the Solar Facility (other than as to title). Provider shall also provide District all Solar Facility operation and maintenance manuals and logs in Provider’s
possession. Upon purchase of the Solar Facility, District shall assume complete responsibility for the operation and maintenance of the Solar Facility and liability for the performance of (and risk of loss for) the Solar Facility, and, neither party will otherwise have no further liabilities or obligations hereunder.

B. Fair Market Value. The “Fair Market Value” of the Solar Facilities shall be the determined by mutual agreement of the parties; provided that if the Parties cannot agree on the Fair Market Value within thirty (30) days after notice delivery to Provider of District intent to purchase, the Fair Market Value shall be as determined by a nationally recognized independent appraiser selected by the Parties, with experience and expertise in the solar photovoltaic industry to value such equipment. The Fair Market Value of the Solar Facilities shall be based upon its fair market value in continued use. The valuation made by the appraiser shall be binding on the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be selected by the two appraiser firms proposed by each Party.

10. Early Termination.

A. Provider’s Early Termination Rights. Provider shall have the right, but not the obligation, to terminate this Agreement without triggering the default provisions of this Agreement or any liability under this Agreement prior to expiration of its Term upon the occurrence of:

(1) An unstayed order of a court or administrative agency, or a change in state or federal law or regulation, imposing a material cost, regulation or other requirement upon the sale of Output which precludes the Provider from providing Output pursuant to this Agreement. Such termination shall be conditioned upon Provider’s proof of the financial impossibility and violation of Provider’s Solar Facilities financial arrangement to the reasonable satisfaction of the District.

(2) Condemnation, destruction or other material damage to the Sites that results in the termination of the access license to such Site(s).

In the event Provider exercises its right under this Section, District may elect to either (a) purchase the Solar Facilities in accordance with Section 9 as of the time of Provider’s notice; or (b) require Provider to remove the Solar Facilities in accordance with Section 3.

B. District’s Early Termination Rights. If District ceases to conduct operations at or vacates a Site on or before the seventh (7th) anniversary of the Commercial Operation Date, Provider may, but shall not be required to, deem District in default of this Agreement. If, on or after the seventh (7th) anniversary of the Commercial Operation Date, District may, upon payment to Provider of the Termination Value applicable to such Site and without further penalty hereunder, terminate this Agreement solely as to the Site affected. Provider shall remove the Solar Facilities at the affected Site in accordance with Section 3.

11. Delivery; Risk of Loss; Relocation.

A. Output Specifications. Provider shall ensure that all energy generated by the Solar Facilities conforms to Distribution Utility specifications for energy being generated and
delivered to the Sites’ electric distribution systems, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of Distribution Utility testing and verification, and all related costs.

B. Transfer of Output. Provider shall be responsible for the delivery of Output to the Delivery Points. Provider shall undertake all commercially reasonable efforts to assess the capacity of the Distribution Utility transformer(s) and conductor(s). To the extent any subsequent upgrade to such facilities is required and not performed and funded by the Distribution Utility, the Provider shall cause such upgrades to be completed at its sole cost and expense. Title and risk of loss of the Output shall pass from Provider to District upon delivery of the Output from the Delivery Points to the District. To the extent applicable to the Project, prior to the start of construction of the Solar Facilities, Provider shall use commercially reasonable efforts to assist District in District’s selection of equipment installations on District’s side of any Delivery Point.

C. Relocation. Subject to the compensation provisions set forth herein, on or after the seventh (7th) anniversary of the Commercial Operation Date, District may, at its option, require that the Solar Facilities be permanently relocated, either on an existing Site or to another site owned and operated by District, at a location with at least equal insolation to the existing Site and reasonably acceptable to both Parties (the “Relocation Site”). District shall give Provider at least sixty (60) calendar Days’ notice of District’s need to move or relocate the Solar Facilities. Following agreement on a Relocation Site, the Parties will amend this Agreement to memorialize the required changes in the definition of “Sites.” District shall pay the reasonable costs arising in connection with the relocation of the Solar Facilities, including removal costs, necessary storage costs, re-installation, re-commissioning costs, and any applicable interconnection fees, provided that Provider provides the District with information detailed herein below in a timely manner. District shall additionally compensate Provider for any revenue during the period in which energy cannot be generated and delivered to District from the Solar Facilities being relocated, at the District Suspension Rate, as defined below, prorated as needed to apply on a daily basis. District shall also execute such consents or releases reasonably required by Provider or Provider’s financing Parties in connection with the relocation. Within thirty (30) Days of agreement on a Relocation Site, Provider will provide District with a calculation of the estimated time required for such relocation, and the total anticipated amount of lost revenues and additional costs to be incurred by Provider as a result of such relocation. District will have twenty (20) Days to review the calculation and make, in writing, any objections to the calculation.

If an acceptable Relocation Site cannot be located, this Agreement shall terminate with respect to the applicable Site or Sites, upon Provider’s thirty (30) Days’ written notice. In the event that an acceptable Relocation Site cannot be agreed upon, District shall pay Provider an amount equal to the Termination Value for the Site requiring termination. In the event of a termination occurring under this Section, Provider shall remove the Solar Facilities and restore the Site in accordance with Section 3, at no additional cost to the District.

D. Temporary Suspension by District. Notwithstanding any other provision of this
Agreement, District shall have the right, upon written notice to Provider, to temporarily suspend operations and facility Output for any reason. District shall have the right, upon written notice to Provider, to temporarily render each Solar Facility non-operational for up to forty-eight (48) hours per Contract Year without penalty or charge by Provider. If District requires temporary suspension of any Solar Facility for more than forty-eight (48) hours in a given Contract Year, District shall pay to Provider an amount, prorated as necessary, equal to the amount of the average monthly payment for power purchased pursuant to this Agreement for the preceding twelve (12) months, or for the entire period the Solar Facility has been in Commercial Operation if less than twelve (12) months, for each hour during which the Solar Facility is not in Commercial Operation in excess of forty eight (48) hours (“District Suspension Rate”) due to the temporary suspension by District.

E. Reserved.

F. Change in Conditions. If District requests an increase in the Output delivered to the Sites, the Parties agree to use good faith efforts to increase such capacity; provided that neither Party shall be obligated to do so if it is not practical or commercially reasonable to do so. If Provider and District are not able to reach an agreement for such additional Output, District may, at its sole discretion, obtain the services of a third party for such purposes, provided that such additional third party provided services and any site access license shall not interfere with Provider’s right, title and interest in the Solar Facilities under this Agreement.

G. Performance and Payment Bonds. Prior to commencing any portion of the work on the Project, the Provider, or Provider’s contractors as applicable, shall apply for and furnish the District with separate payment and performance bonds for such work which shall cover 100% faithful performance of and payment of all obligations through Notice to Proceed to Construction and for a period of one year following the Commercial Operation Date and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California and which meets all State of California bonding requirements, as defined in California Code of Civil Procedure section 995.120. All bonds shall be submitted per Exhibit H and Exhibit I. To the extent available, the bonds shall provide that no change or alteration of the Contract Documents, extensions of time, or modifications of the time or terms, will release the surety. If the Provider, or Provider’s contractors as applicable, fails to furnish the required bonds, the District may terminate the Agreement for cause without resulting in any default of the District.

H. Provider shall make no alteration to any Solar Facility after the Commercial Operation Date intended or reasonably anticipated to permanently increase the nameplate capacity or Output of the Solar Facility without express written approval by the District. Notwithstanding the foregoing, Provider may alter the Solar Facility’s nameplate capacity on a temporary basis when performing maintenance and repair activities provided that Provider returns the Solar Facility’s nameplate capacity to that as of the Effective Date upon the completion of such activities.

12. Metering.

A. Meter. Provider shall provide and maintain a standard revenue grade meter and electronic data acquisition system at each Delivery Point (each a “Generation Meter”, collectively “Generation Meters”) to measure the actual amount of electricity supplied to the
District by each Solar Facility on a continuous basis. Meters shall be installed and maintained at Provider’s sole expense and shall be located within in close proximity to the Delivery Point at each Site, and in all cases on the Distribution Utility side of all Provider owned transformers and all other electrical losses.

B. **Meter Testing.** Provider shall arrange for all Meters to be tested once per year, at least three (3) months prior to the end of District’s fiscal year. The tests shall be conducted by independent third parties who are qualified to conduct such tests. Provider shall bear all costs and expenses associated with annual Meter testing. District shall be notified ten (10) Days in advance of such tests and shall have a right to be present during such tests. Provider shall provide District with the detailed results of all Meter tests.

In addition, the Meters shall be inspected and tested for accuracy at such other times as District may reasonably request, but in no event more than once every six (6) month period. District shall bear the cost of the additionally requested Meter testing, unless such test shows that a Meter was inaccurate by more than two percent (2%), in which case the Provider shall bear the Meter testing costs.

C. **Cost of Meter Repair.** If the Meter testing demonstrates that a Meter was operating outside of its allowable calibration (+/- 2%), then the Provider will pay for the cost of the repairs, or replacement, necessary to restore a Meter to proper working order. If a Meter is found to be inaccurate by more than two percent (2%), Invoices from the prior six (6) months, or from the last time such Meter was registering accurately, whichever is less, shall be adjusted in accordance with Section 8, except that District shall not be obligated to pay interest on any amount found to be due because Meter was operating outside of its allowable calibration (+/- 2%). Provider shall submit any request for an adjustment in a fiscal year to District no later than two (2) months prior to the end of District’s fiscal year on June 30, and District shall not be obligated to pay any adjustment for a prior fiscal year that was not submitted to District within two months of the end of such prior fiscal year on June 30. District may withhold payments to Provider if a Meter has registered production in excess of 2% of the Output delivered to District and Provider fails to provide District with the appropriate payment pursuant to Section 8 for the amount which the District overpaid to Provider as a result of the Meter being outside of the established calibration range.

D. **Meter Data.** Provider shall gather and maintain the data from a Meter, including but not limited to interval data registered at least once every fifteen (15) minutes (the “Meter Data”) and shall make such Meter Data available to District or maintain the Meter Data such that the District can access the Meter Data remotely through a secure internet site or such other remote access as the Parties mutually agree to.

E. **Meter Data Audit.** District shall have the right to audit the Invoices and/or the Meter Data once per calendar year per Solar Facilities. If the audit reveals that District has been overcharged by more than two percent (2%), Provider shall bear the cost of such audit, but in all other cases District shall bear the cost of such audit.

F. **Maintenance of Meter Data.** The Parties shall maintain all records related to Invoices and Meter Data for a period of the greater of (i) 48 months from the date of such
Invoice or Meter Data, or (ii) as otherwise required by law. Such records shall be available for audit as described in above.

13. **Representations, Warranties and Covenants.**

   A. **Authorization and Enforceability.** Each Party represents to the other Party as of the Effective Date that: (i) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation; (ii) the execution and delivery by such Party of, and the performance of its obligations under, this Agreement has been duly authorized by all necessary action, does not and will not require any further consent or approval of any other Person, and does not contravene any provision of, or constitute a default under such Party’s organizational documents, any indenture, mortgage or other material agreement binding on such Party or any valid order of any court, or regulatory agency or other body having authority to which such Party is subject; and (iii) this Agreement constitutes the legal and valid obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency, bank moratorium or similar laws relating to or affecting creditors’ rights generally and general principles of equity, whether such enforceability is considered in a proceeding in equity or at law.

   B. **Insolation.** District acknowledges and agrees that access to sunlight (“Insolation”) is essential to Provider’s ability to provide the projected Output, and is a material inducement to Provider in entering into this Agreement. Accordingly, District shall not permit any interference with Insolation available to the Solar Facilities and District shall, to the extent within its reasonable control, ensure that vegetation outside of the array area is maintained to prevent interference with the Solar Facilities’ Insolation. Notwithstanding the foregoing, Provider will be responsible for weed abatement and the control of vegetation within the area of the Solar Facilities. If District becomes aware of any potential development, foliage or trees, or other activity on adjacent or nearby properties that will diminish the Insolation to the Sites or the Solar Facilities, District shall advise Provider of such information and reasonably cooperate with Provider in reasonable measures taken by Provider in an attempt to preserve existing levels of Insolation at the Sites and the Solar Facilities.

   C. **Notice of Damage.** Each Party shall promptly notify the other Party of any matters it is aware of pertaining to any damage to or loss of the use of any Solar Facilities or that could reasonably be expected to adversely affect any Solar Facilities.

14. **Default and Remedies.**

   A. **Events of Default.** In the event of a Party’s breach of any performance obligation hereunder or breach of any representation, warranty, covenant or term of this Agreement, the non-defaulting Party shall provide the defaulting Party with written notice of the default, which notice shall describe the default in reasonable detail. Following the date of receipt of written notice of default, the defaulting Party shall have thirty (30) Days to cure any payment default and forty-five (45) days to cure any other breach or default described in this Agreement; provided, however, that with respect to non-payment defaults, the cure period shall be extended by the number of days (not to exceed an additional ninety (90) Day period) during which an event of Force Majeure is occurring or during which the defaulting Party has begun corrective action and
continues to diligently pursue, using commercially reasonable efforts, the completion of such corrective action.

B. Event of Default. In addition to the foregoing, with respect to a Party, there shall be an event of default (each an “Event of Default”) if:

1. such Party fails to timely pay any amount due;

2. such Party concedes in writing to its inability to pay its debts generally as they become due;

3. such Party files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, City or territory thereof;

4. such Party makes an assignment for the benefit of creditors in connection with bankruptcy proceedings;

5. such Party consents to the appointment of a receiver of the whole or any substantial part of its assets;

6. such Party has a petition in bankruptcy filed against it, and such petition is not dismissed within 60 Days after the filing thereof;

7. a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of such Party’s assets, and such order, judgment or decree is not vacated or set aside or stayed within 60 Days from the date of entry thereof;

8. under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of such Party’s assets and such custody or control is not terminated or stayed within 60 Days from the date of assumption of such custody or control;

9. such Party ceased its legal existence or ceases doing business or otherwise dissolves; or

10. such Party breaches a material term of this Agreement.

C. Provider Remedies. If an event of default by District under Sections 14(A) or 14(B) has occurred and is continuing, then following the expiration of any applicable cure period, Provider may at its discretion: (i) suspend performance under this Agreement, (ii) seek specific performance from a court of appropriate jurisdiction pursuant, and/or (iii) terminate this Agreement, and as Provider’s sole and exclusive remedy in connection with such termination, require District to pay to Provider as liquidated damages, and not as a penalty, the Termination Value for the Solar Facilities, and any and all amounts then owed Provider for Output delivered
to District as of the date of such termination pursuant to this Agreement. In the event of such termination, Provider shall remove the Solar Facilities in accordance with Section 3, at Provider’s sole cost and expense.

D. District Remedies. If an event of default by Provider under Sections 14(A) or 14(B) has occurred and is continuing, then following the expiration of any applicable cure period, District may at its discretion: (i) suspend performance under this Agreement, (ii) seek damages or specific performance from a court of appropriate jurisdiction, and/or (iii) terminate this Agreement. In the event that District terminates this Agreement pursuant to this Section, District may elect to either (a) purchase the Solar Facilities in accordance with Section 9 as of the time of the event of default; or (b) require Provider to remove the Solar Facilities at Provider’s sole cost and expense in accordance with Section 3.

15. Dispute Resolution. The Parties agree to make a good faith attempt to resolve any and all controversies, claims, disagreements, or disputes between the Parties arising out of or related to this Agreement (“Dispute”). In the event of any Dispute, either Party may give notice of the dispute to the other Party. In the event a Party disputes all or a portion of an invoice or other payment, the disputing Party shall timely pay any undisputed portion of such amount due. The Parties shall first use good faith, reasonable, diligent efforts to resolve the dispute within ninety (90) Days from the date of such notice. If the Parties do not resolve their dispute within ninety (90) Days of notice, then the Parties may, upon mutual agreement, submit to mediation before a mutually agreed upon mediator. In the event the dispute is not resolved through mediation, the Parties may pursue their legal rights through any other legally permissible means.

16. Taxes; Liens.

A. Taxes. Provider shall pay any income taxes imposed on Provider due to the sale of energy under this Agreement. District shall pay all real property taxes and assessments applicable to the Sites. The Parties have assumed in connection with this Agreement that the Solar Facilities are exempt from any and all property taxes and related levies under an exemption from California law. To the extent that Provider is subjected to the payment of possessory interest or personal property taxes levied on its interest in the Solar Facilities, the Parties shall promptly meet and confer to determine the legitimacy of such taxes and an appropriate challenge. If such imposition of tax is the result of a change in California law, then the Parties will agree on an equitable allocation of such taxes. If bills for taxes on Solar Facilities are received by the District, District shall remit such bills to Provider. Provider shall be responsible for the payment of, and shall pay before becoming delinquent, all taxes, assessments, fees, or other charges assessed or levied upon Provider, the Project and the Solar Facilities. Provider further agrees to prevent such taxes, assessments, fees, or other charges from giving rise to any lien against the Site(s) or any improvement located on or within the Site(s). Nothing herein contained shall be deemed to prevent or prohibit Provider from contesting the validity or amount of any such tax, assessment, or fee in the manner authorized by law. Provider shall be responsible for payment of any personal property taxes, possessory interest taxes, permit fees, business license fees and any and all fees and charges of any nature levied against the Solar Facilities and operations of Provider at any time.

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

17. Liability and Indemnity; Insurance.

A. Indemnity. To the fullest extent provided for by law, Provider shall immediately defend, indemnify and hold harmless the District, officials, officers, agents, employees, and representatives, and each of them from and against:

1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this PPA, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney’s fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the District or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the District or its officials, officers, employees, or authorized volunteers;

2. Provider’s defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney’s fees and costs arising from claims under the Americans with Disabilities Act or other federal or state disability access or discrimination laws arising from Provider’s Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Provider’s construction of the improvements;

3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Provider, including without limitation, any violation by Provider of its obligations pursuant to Section 17(C);

4. Any and all losses, expenses, damages (including damages to the Work itself), attorney’s fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Provider to faithfully perform the Work and all of Provider’s obligations under the PPA. Such costs, expenses, and damages shall include all costs, including attorney’s fees, incurred by the indemnified parties in any lawsuit to which they are a party.

B. Indemnity by District. To the fullest extent provided for by law, District shall immediately defend, indemnify and hold harmless the Provider, its officers, agents, employees, and representatives, and each of them from and against any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or
destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the operations of District at each of the Sites, including any violation of its obligations under Section 17(C). The indemnity of District will include the payment of attorney’s fees and other related costs and expenses, regardless of whether the allegations are false, fraudulent, or groundless. The indemnity of District will not apply to the extent that a claim is the result of the willful misconduct or active negligence of the Provider, or its officers, employees, or authorized volunteers or any claim that is otherwise subject to Section A above.

C. Environmental Liability.

(i) District Disclosures: District shall disclose to Provider, the existence of any Regulated Substances (as defined below) on the Sites within thirty (30) days of the Effective Date of this Agreement. Prior to construction of the Solar Facilities, Provider may conduct such inspections and testing of the Sites as it deems necessary to determine that there are no pre-existing Regulated Substances on the Premises inconsistent with the construction, operation and maintenance with the Solar Facilities. District will remain solely responsible for all liability associated with the existence and/or remediation of any Regulated Substances that exist on the Sites prior to the Effective Date of this Agreement.

(ii) Applicable Laws. Provider recognizes that assuring protection of public health, welfare and the environment from activities upon the Sites is an important consideration for District and federal, state and local laws, rules, regulations and ordinances relating to protection, pollution, public health, safety or industrial hygiene or otherwise regulate Provider’s conduct on the Sites (hereinafter referred to as the “Applicable Laws”) will change. Provider warrants that all its activities on the Sites will maintain compliance with all Applicable Laws.

(iii) Regulated Substances. Provider further warrants, unless disclosed and agreed to by District, that no liquid, solid, semi-solid or gaseous Regulated Substances as defined herein which are, or may become, subject to regulation under Applicable Laws, will be used on the Sites except in accordance with all Applicable Laws. “Regulated Substances” include, but are not limited to, any and all substances, materials or wastes regulated under the Resource Conservation and Recovery Act, 43 U.S.C. Section 8909, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et. seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; and the rules and regulations promulgated pursuant to the Applicable Laws.

(iv) Discharges and Emissions. In addition to the other requirements of this Section 17(C), neither District or Provider shall release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the atmosphere, ground, soil, sewer system, surface water or groundwater any substance if such substance (as reasonably determined by any governmental authority) does or may pollute or contaminate the same, or may adversely affect: (i) the environment, (ii) the health, welfare or safety of persons whether located on the Sites or elsewhere, or (iii) the condition, value, use or enjoyment of the Sites or any other real or personal property.
(v) **District Inspections.** District, or its authorized representative, agent or contractor, shall have the right, upon reasonable notice, to inspect the areas of the Sites on which the Solar Facilities are installed and to review and copy documents, records, and data maintained by Provider relating to substances used and stored on the Sites or disposed of, released or otherwise removed from the Sites, in order to assure itself that Provider is in compliance with the provisions of this Section 17(C). In addition, District shall have the right, at its expense, to perform periodic environmental inspections as District deems necessary using the services of a qualified and duly licensed environmental engineers approved by Provider whose approval thereof may not be unreasonably withheld. The said engineers shall conduct such sampling and testing of soils, water, substances and emissions as District deems necessary to assure itself that Provider is in compliance with the provisions of this Section.

D. Each Party that has an obligation to defend pursuant to this Section 17, shall immediately defend, at its own cost, expense and risk, 'and with counsel reasonably acceptable to the other Party or such counsel as may be appointed by an applicable insurer, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. Provider shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Provider shall reimburse the District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.]

B. **Insurance.**

(1) **Provider Insurance.** At all times during the term of the PPA, and any necessary extension thereof for removal of the Solar Facilities from the Property, Provider and all sub-contractors, shall obtain, maintain and keep in full force and effect the following insurance for coverage of all obligations and associated activities under this Agreement, including but not limited to the use and occupancy of the Site(s), the business operated by the District thereon, and the construction, installation, operation, maintenance and repair of the Solar Facilities, in the amounts, and with the conditions required, as set forth herein. Each policy required in (b)(c)(d) below shall include an additional insured endorsement (must be provided by actual policy endorsement) in favor of the District with an additional insured endorsement for both ongoing and completed operations as it pertains to (b), and shall include an endorsement specifying that such coverage is primary and non-contributory as to any other coverage available to the additional insured. Provider shall, within thirty (30) days of the Effective Date of this Agreement and annually thereafter or as requested by the District, provide certificates of insurance and endorsements demonstrating compliance with the requirements of this Section.

a. **Workers’ Compensation Insurance** for Provider’s employees to the extent of statutory limits and Occupational Disease and Employer’s Liability Insurance for not less than $1,000,000 per employee. The District
does not accept Self-Insured or Professional Employer Organization (PEO) Insurance Programs.

b. Commercial General Liability Insurance shall be for not less than $1,000,000 per employee with a $1,000,000 per occurrence and $5,000,000 aggregate limit of liability for Bodily Injury, Personal and Advertising Injury and Property Damage Liability, including coverage for Contractual Liability and Products and Completed Operations Liability. The District does not accept Self-Insured Retention in excess of $50,000.

c. Automobile Liability Insurance with limits not less than: Bodily Injury coverage at $1,000,000 each accident and $2,000,000 aggregate, and Property Damage coverage at $2,000,000 each accident.

d. Excess Liability Insurance in an aggregate amount of not less than $5,000,000 providing greater limits of insurance to Provider's Employer's Liability, Commercial General Liability and Automobile Liability Insurance which also shall not be more restrictive than coverage provided by these policies.

e. Builder's Risk/Installation Floater Insurance in a sufficient amount to protect Provider's property, materials, tools and other financial interests on the Project.

f. Professional Liability Insurance with limits not less than $1,000,000 per claim, with a two year tail.

(2) **District Insurance.** The District represents that it maintains and covenants that it shall maintain during the Term (i) insurance sufficient to insure it against loss or destruction of the Site(s), including losses occasioned by operation of the Solar Facilities, and (ii) general liability insurance including bodily injury, property damage, contractual and personal injury. Notwithstanding the foregoing, District reserves the right to self-insure or provide insurance through a joint powers authority.

(C) **Waiver of Subrogation.** Provider shall cause each insurance policy obtained by them to include a waiver of subrogation or waiver of the transfer of rights of recovery against the District by the insurer in connection with any damage covered by any policy of Provider. District reserves the right to request copies of any insurer endorsements that may be necessary to affect this waiver of subrogation.

(D) Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements stated herein.

18. **License.** District grants to Provider a revocable non-exclusive license for the sole purpose of access to, on, over, under and across the Site(s) for the purposes of undertaking the work required by Provider under this Agreement, including: installing, constructing, inspecting, operating, owning, maintaining, accessing, repairing, removing and replacing the Solar Facilities.
(the “License”). During the period of time between and including the date of the Notice to Proceed and the Commercial Operation Date, the License shall include, subject to the scheduling and activity needs of the District, the reasonably necessary use of District Site(s) for the reasonably necessary construction and installation activities under this Agreement, including, but not limited to, staging areas. Except as otherwise set forth in this Agreement, District shall have no liability whatsoever in connection with property or equipment of Provider or Provider’s contractor(s), subcontractors or vendors. The License term shall continue until the date that is one hundred eighty (180) days following the date of expiration or termination of this Agreement. Provider shall notify District prior to entering the Site(s) except in situations where there is imminent risk of damage to persons or property. During the License Term, District shall preserve and protect Provider’s rights under the License and Provider’s access to the Site and shall not interfere, or permit any third parties under District’s control to interfere with such rights or access. Provider may record a customary memorandum of license in the land records respecting the License. The Twin Oaks Site is designated as a homeland security site and certain additional security measures and access limitations may be imposed on such Site pursuant to federal regulations. District will work with Provider to keep Provider notified of any such restrictions and to ensure that Provider retains necessary access to the Site to fulfill its rights and obligations under this Agreement.

19. Assignment; Cooperation with Financing.

A. Assignment by Provider. Except as expressly provided in this Agreement, Provider may not sell, transfer, or assign its rights under this Agreement or any right, interest, or obligation therein (collectively, an “Assignment”), until at least twenty four (24) months have expired following the Commercial Operation Date, and only upon the prior written consent of District, which consent may not be unreasonably withheld, conditioned or delayed, provided that any assignee possesses all required skills, knowledge, expertise, experience, and financial capacity and creditworthiness necessary to perform Provider’s obligations under this Agreement, and assumes in writing the obligations of Provider under this Agreement. Provider shall provide District with no less than sixty (60) Days’ notice of the request to transfer ownership of the Project. Notice shall identify the party purchasing the Project and provide sufficient detail of the proposed owner for District to evaluate the new owner. Notice shall include, but not be limited to, the following details of the proposed owner: Experience with PPA’s and current portfolio; Past two years of financials; Proof of insurance, meeting District’s requirements and naming the District; Confirmation of operations and maintenance provider and outline of operations and maintenance program if different from existing; Details and example of annual report and invoicing; and Confirmation that all terms under this Agreement and any related documents and agreements will be performed. Notwithstanding the foregoing, Provider may, without the prior written consent of District, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any Secured Party in connection with any financing for the ownership, acquisition, construction, operation or use of the Solar Facilities as set forth in subsection B, or (ii) assign this Agreement to an affiliate of Provider which is controlled by Provider or under common control with Provider. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

B. Collateral Assignment by Provider for Financing Purposes. In the event Provider assigns its rights under this Agreement as security in connection with any financing transaction
entered into by Provider, Provider may mortgage or grant a security interest in this Agreement and the Solar Facilities, and may collaterally assign this Agreement and the Solar Facilities to any mortgagees or holders of security interests, including their successors or assigns (hereinafter collectively referred to as “Secured Parties”), provided that any such collateral assignment of this Agreement by Provider shall not release Provider from its obligations or liabilities under this Agreement. District agrees to not unreasonably withhold, condition or delay its compliance with any reasonable request and that District will execute any consent, estoppel agreement or other documents related to such financing transaction as may reasonably be required by such Secured Parties, provided that Provider will reimburse the District for the legal fees and costs incurred by such assignment.

C. Assignment by District. Except as otherwise provided in this Agreement, District may assign its rights under this Agreement only upon the prior written consent of Provider, which consent may not be unreasonably withheld, conditioned or delayed; provided that any such assignee (a) is of equal or greater creditworthiness than District and (b) assumes in writing the obligations of District under this Agreement. Notwithstanding the foregoing, District may assign its rights under this Agreement without Provider’s consent but with written notice to Provider to any Person succeeding to all or substantially all of the assets of District of equal or greater creditworthiness than District, and provided, further, that any such transferee or assignee assumes in writing the obligations of District under this Agreement.

20. Confidentiality; Publicity.

A. Confidential Information. Any financial, statistical, personal, technical and other data and information relating to a Party’s operations which are made available to the other Party in order to carry out this Agreement shall be reasonably protected by such other Party from unauthorized use, except to the extent that disclosure thereof is required to comply with applicable law, including but not limited to the California Public Records Act and the Brown Act. The disclosing Party shall identify all confidential data and information at the time it is provided. Confidentiality does not apply to information, which is known to a receiving Party from other sources, which is otherwise publicly available or which is required to be disclosed pursuant to an order or requirements of a regulatory body or a court.

B. Disclosure. Other than under the REC Reporting Rights and except as may be required by applicable law, including but not limited to, the California Public Records Act, the Brown Act, or as otherwise identified above, neither Party shall make any disclosure of any designated confidential information related to this Agreement without the specific prior written approval from the other of the content to be disclosed and the form in which it is disclosed, except for such disclosures to the Parties’ financing sources, creditors, beneficiaries, partners, members, officers, employees, agents, consultants, attorneys, accountants and exchange facilitators as may be necessary to permit each Party to perform its obligations hereunder and as required to comply with applicable laws or rules of any exchange upon which a Party’s shares may be traded. Notwithstanding the foregoing, nothing contained herein shall be deemed to restrict or prohibit District from complying with applicable law regarding disclosure of information, including but not limited to the California Public Records Act and the Brown Act.
C. Publicity. The Parties share a common desire to generate favorable publicity regarding the Solar Facilities and their association with it. The Parties agree that they may, from time to time, issue press releases regarding the Solar Facilities and that they shall reasonably cooperate with each other in connection with the issuance of such releases. Each Party agrees that it shall not issue any press release regarding the Solar Facilities without the prior written approval from the other of the content to be disclosed and the form in which it is disclosed, and each Party agrees not to unduly withhold, condition or delay any such approval. In addition, the Parties hereby agree that (i) the District may publicize that it is serving as a “solar host” for the Solar Facilities; (ii) Provider may publicize that it is serving as the developer, owner and/or operator of the Solar Facilities; and (iii) each Party may display photographs of the Solar Facilities and disclose the nameplate capacity rating of the as-built Solar Facilities in its advertising and promotional materials, provided that any such materials identify District as the solar host and Provider as the owner, operator and developer, of the Solar Facilities and all information shall be consistent with this Agreement. Without limitation of the foregoing, Provider agrees to share with District, in digital format, any photographs and other schematics taken by Provider of the Sites and the Solar Facilities, and further agrees that District may use such photographs and other schematics for the purpose of marketing and promoting District’s operations.

21. Legal Effect and Status of Agreement.

A. District Not Operator. Neither District nor any Party related to District shall have the right or be deemed to operate the Solar Facilities for purposes of Section 7701(e)(4)(A)(i) of the Internal Revenue Code.

B. Burdens/Benefits of Solar Facilities Ownership. Notwithstanding any provision to the contrary under this Agreement, neither District nor any Party related to District shall (a) bear or be deemed to bear any significant financial burden if there is nonperformance by Provider under this Agreement, as the phrase “any significant financial burden if there is nonperformance” is used in Section 7701(e)(4)(A)(ii) of the Internal Revenue Code; or (b) be deemed to receive any significant financial benefit if the operating costs of the Solar Facilities are less than the standard of performance and/or operation set forth in this Agreement, as the phrase “significant financial benefit if the operating costs of such facility are less than the standards of performance or operation” is used in Section 7701(e)(4)(A)(iii) of the Internal Revenue Code.

C. No Capital Lease; Forward Contract. The Parties acknowledge and agree that for accounting or tax purposes, this Agreement is not and shall not be construed as a capital lease and, pursuant to Section 7701(e)(3) of the Internal Revenue Code, this Agreement is and shall be treated by each Party as a service contract for the sale to the District of electric energy produced at alternative energy Solar Facilities. Each of the Parties agrees that it will not dispute that (i) the transaction contemplated by this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code and (ii) each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

22. Document Retention and Examination.
A. In accordance with Government Code section 8546.7, records of both the District and the Provider shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

B. Provider shall make available to the District any of the Provider’s other documents related to the Project immediately upon request of the District.

C. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Provider (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

23. Miscellaneous.

A. Amendments. This Agreement may be amended only in a writing signed by both Provider and District or their respective successors in interest.

B. Notices. Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight courier service, or personally delivered to a representative of the receiving Party, or sent by facsimile or email (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section). All such communications shall be mailed, sent or delivered, addressed to the Party for whom it is intended, at its address set forth below. A Party may change its address by providing written notice to the other Party in accordance with this Section.

If to District:

Vallecitos Water District
Attention: Glenn Pruim
201 Vallecitos De Oro
San Marcos, CA 92069
Phone: 760 744 0460 ex. 264
Email: dposvar@vwd.org

If to Provider:

SSA Solar of CA 5, LLC
Attention: General Counsel
311 N. Bayshore Drive
Safety Harbor, FL 34695
Phone:  727-216-4000
Email: cgould@kenyonenergy.com

C. Non-Waiver. The failure, delay or forbearance by either Party to exercise any of its rights or remedies under this Agreement or to provide written notice of any default to a defaulting Party, will not constitute a waiver of such rights or remedies. No Party will be deemed to have waived any right or remedy unless it has made such waiver specifically in writing. The waiver by either Party of any default or breach of any term, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same term, condition or provision, or any other term, condition or provision contained herein.

D. No Set-Off. Except as otherwise set forth herein, each Party hereby waives all rights to set-offs of amounts due hereunder. The Parties agree that all amounts due hereunder are independent obligations and shall be made without set-off for other amounts due or owed hereunder.
E. **Intellectual Property.** Nothing in this Agreement shall be construed to convey to District a license or other right to trademarks, copyrights, technology or other intellectual property of Provider.

F. **Severability.** Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

G. **Survival.** Any provision of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

H. **Headings.** The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

I. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of California (without regard to its conflict of laws principles). The venue for any dispute arising out of or relating to this Agreement shall be in the California County in which the Solar Facilities are located.

J. **Binding Effect.** This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their respective successors and permitted assigns.

K. **No Partnership.** This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

L. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto, other than the Indemnitees and any Secured Parties.

M. **Counterparts.** This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Electronic, facsimile or copies of signature pages shall have the same force and effect as originals.

N. **Further Assurances.** Upon the receipt of a written request from a Party, each Party shall execute such additional documents, instruments, estoppels and assurances, and take such additional actions, as are reasonably necessary and desirable to carry out the terms and intent hereof, including but not limited to an Interconnection Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.
O. **Entire Agreement.** This instrument and the documents referenced herein represent the full and complete agreement between the Parties hereto with respect to the subject matter contained herein and supersedes all prior written or oral agreements between said Parties with respect to said subject matter.
IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

DISTRICT:
Vallecitos Water District

By: ______________________________
    Glenn Pruim
    General Manager, Vallecitos Water District

PROVIDER:
SSA Solar of CA 5, LLC

By: ______________________________
    Name: ______________________________
    Title: ______________________________
Exhibit A

Definitions

1. “Actual Insolation” means the actual Insolation as measured by the pyranometer measuring GHI on Site and averaged over the applicable Measurement Period.

2. “Annual Production Estimate” means, for each Solar Facility, the estimated energy production for a Contract Year as set forth in Exhibit F. “Applicable Law” means, with respect to any person, any law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, holding, injunction, registration, license, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such person or its property, as any of the foregoing may be amended from time-to-time, and any corresponding provisions of any successor to the foregoing, together any rules or regulations promulgated under such successor.

3. “Assignment” means as defined in Section 19A.

4. “Authorities Having Jurisdiction” shall mean the governmental organization, office or individual responsible for approving equipment, an installation or a procedure.

5. “Construction Conditions Precedent” shall have that meaning as set forth in Section 6(A) of the Agreement.

6. “Construction Start Deadline” shall have that meaning as set forth in Section 6(B) of the Agreement.

7. “Contract Year” means a period of twelve (12) consecutive months (except in the case of the first Contract Year which may be longer) with the first Contract Year commencing on the Commercial Operation Date and each subsequent Contract Year commencing on the anniversary of the first day of the first month following the Commercial Operation Date.

8. “Commercial Operation” means that (a) the Project is operating and able to produce and deliver Energy to District pursuant to the terms of this Agreement; (b) Provider has received all local, state and federal Permits and other approvals as may be required by Law for the construction, operation and maintenance of the Project, including approvals, if any, required under the California Environmental Quality Act for the Project and related interconnection facilities.

9. “Commercial Operation Date” means the date on which Provider achieves Commercial Operation for the Project.

10. “Commercial Operation Deadline” shall have that meaning as set forth in Section 6(C) of this Agreement.

11. “Days” shall mean calendar days, unless otherwise specified.
12. “Delivery Point” means each energy delivery point within each Site’s electrical system on District's side of the Site’s Distribution Utility meter, as designated in the applicable Distribution Utility Interconnection Agreement.


15. “Energy” means electrical energy measured in kWh.

16. “Energy Shortfall Amount” means an amount equal to the product of: (i) the Output Guarantee Rate, multiplied by (ii) the difference between the delivered Output for such Measurement Period and the Output Guarantee for such Measurement Period.

17. “Environmental Financial Incentives” means each of the following financial rebates and incentives that is in effect as of the Effective Date: (1) production, energy, or investment tax credits associated with the development, construction, ownership or operation of the Solar Facilities, accelerated depreciation, and other financial incentives in the form of credits, reductions or allowances associated with the Solar Facilities that may be applied to reduce any state or federal income taxation obligation, (2) the right to claim federal income tax credits under Section 48 of the Internal Revenue Code or any state tax law or income tax deductions with respect to the Solar Facilities under the Internal Revenue Code or any state tax law. Environmental Financial Incentives do not include Green Attributes.

18. “Expiration Date” means the last day of the month that follows the twenty fifth (25th) annual anniversary of the Commercial Operation Date.

19. “Force Majeure” shall mean any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such unavailability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

20. “Governmental Authority” shall mean the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or
pertaining to government (including any supra-national body exercising such powers or functions, such as the European Union or the European Central Bank).

21. “Governmental Approvals” shall mean any notices to, reports or other filings to be made with, or any Consents, registrations, permits or authorizations to be obtained from, any Governmental Authority.

22. “Green Attributes” shall mean any and all credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, attributable to the generation of Output from the Solar Facilities, and its displacement of conventional energy generation, that is in effect as of the Effective Date or may come into effect in the future. Green Attributes include but are not limited to Renewable Energy Certificates, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, such as REC Reporting Rights. Green Attributes do not include Environmental Financial Incentives.

23. “Insolation” means the amount of solar radiation reaching a given area as measured in kWh / m2.

24. “Interconnection Agreement” means an agreement entered into by and between District and the Distribution Utility which agreement shall provide for (i) each Solar Facility to be interconnected with the Distribution Utility’s electricity distribution system, (ii) for energy to flow from each Solar Facility to such system and (iii) for energy to flow from such system to the Project Sites, as applicable, under the provisions of all applicable Distribution Utility’s tariffs.


27. “kWdc” means kilowatt direct current.


29. “Modeled Insolation” means the average Global Horizontal Irradiance per year as defined in the PVSYST Model and which shall be 1912.3 kWh / m2 for the Twin Oaks Reservoir and 1912.3 kWh / m2 for the Lift Station.

30. “Notice to Proceed” means as defined in Section 6B.

31. “Outage” means as defined in Section 4E.

32. “Output” means: the total quantity of all actual electrical power generated by the Solar Facilities as measured by a Meter at the Delivery Point measured in kWhac. Output does not
include the Green Attributes, Environmental Financial Incentives, REC$s or REC Reporting Rights.

33. **Output Guarantee Rate**” means as defined in Exhibit F.

34. “**Parallel Energy Services**” means to remain interconnected to and receive grid services from the Distribution Utility at the same time as receiving electricity from the Solar Facilities.

35. “**Permits**” means all government permits and approvals, regulatory or otherwise required for the construction, installation, completion and operation of the Solar Facilities.

36. “**Person**” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

37. “**Power Price**” shall mean the per kWhac rate(s) as set forth on Exhibit B

38. “**Project**” shall have that meaning as set forth in the Recitals of this Agreement.

39. “**REC$s**” or “**Renewable Energy Certificates**” means renewable energy certificates related to and representing Green Attributes (also known as green tags, renewable energy credits, or tradable renewable certificates), which are tradable environmental commodities in the United States and represent 1 megawatt-hour (MWh) of electricity generated from an eligible renewable energy resource. These certificates can be sold and traded and the owner of the REC can claim to have purchased renewable energy.

40. “**REC Reporting Rights**” shall mean the right of a REC purchaser to report the ownership of accumulated REC$s in compliance with federal or state law, if applicable, and to a federal or state agency or any other Party at the REC purchaser’s discretion, and include without limitation those REC Reporting Rights accruing under Section 1605(b) of the Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

41. “**Site**” or “**Sites**” (each a “Site”, collectively the “Sites”) means the portion of District’s real property on which a Solar Facility is to be located pursuant to this Agreement. See Exhibit E for additional details.

42. “**Solar Facility**” means each solar photovoltaic generation plant, together with all necessary inverters, ancillary plant and equipment with a target installation size expressed in kWdc and kWac to be installed at the Sites (collectively, “Solar Facilities”).

43. “**Termination Value**” shall equal the product of (i) the capacity in Watts DC of the system at the Site(s) and (ii) the value per Watt due in a year or, at any point within such year, as set forth in Exhibit C.
# Exhibit B

**Site Power Price Chart**

## SITE A - Lift Station 1

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<th>Year</th>
<th>Price /kWh</th>
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### Exhibit C

**Site Termination Values**

SITE A - Lift Station 1

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## SITE B- Twin Oaks Reservoir

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**Exhibit D**

Site Purchase Option Price

**SITE A- Lift Station 1**

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**SITE B- Twin Oaks Reservoir**

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<td><strong>End of Year 20:</strong></td>
<td>$1,133,254.00</td>
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Exhibit E

Description of Solar Facilities

**Lift Station 1**: has been placed in accordance with Exhibit G Attachment A. Current placement allows for vehicular travel around the array and will leave space for material storage. The ballasted racking will accommodate the existing soil conditions and require no ground penetrations. DC Power from the solar modules travels to three rack mounted inverters within the array field. From each inverter AC power travels underground in conduit to dedicated circuit breakers in an AC combiner panel also located within the array field. From the AC panelboard, combined AC power travels underground in conduit to a fusible AC utility disconnect. Interconnection to the Main Distribution gear is achieved through a line side tap. Existing underground utility lines will be carefully considered when routing the PV power conduits through the parking lot.

**Twin Oaks Reservoir**: has been placed in accordance with Exhibit G Attachment A. DC Power from the solar modules on each reservoir travels to rack mounted inverters within the array field. From each inverter AC power travels underground in conduit to dedicated circuit breakers in AC combiner panels also located within the array field. From the AC panelboards rack mounted on the reservoirs, combined AC power travels underground to new grade level 480V, 2500A PV Switchgear. Directional boring will be required to route the conduits down the steep grade of the eastern reservoir. The new PV Switchgear (AC Re-Combiner/ACRC) encloses two 500A breakers and two 650A breakers which will combine the output circuits of each AC panelboard mounted on the reservoirs. The re-combined power passes through an enclosed fusible PV Utility disconnect and into a new grade level 480V, 2500A PV Switchgear that serves the new load. The PV is interconnected through a line side tap. SDG&E is providing a new 1500kVA utility transformer.
**Exhibit F**

**Output Guarantee Rate**

**SITE A - Lift Station 1**

<table>
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**SITE B - Twin Oaks Reservoir**

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Exhibit G

General Conditions and Technical Specifications

[ATTACHED BEHIND THIS COVER PAGE]
EXHIBIT G
GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

This EXHIBIT G is a summary of the Scope of Work and is not all inclusive of terms and conditions of the Agreement.

Attachment A – Preliminary Drawings
Attachment B – Site Assessment Table
Attachment C – Preliminary Project Schedule
Attachment D – Construction Meeting Minutes Template
Attachment E – Change Form Template
Attachment F – Commissioning Schedule
Attachment G – Notice to Proceed for Pre-Construction Template
Attachment H – Notice to Proceed to Procurement & Construction Template
Attachment I– Manufacturers’ Warranties
1. PROJECT OVERVIEW

As set forth in detail below, Provider shall be responsible for supplying, at Provider’s sole cost, all expertise, labor and materials necessary to construct, install and commission and operate the Solar Facilities, including but not limited to: planning, permitting, designing, engineering, procuring, delivering, installing, constructing, interconnecting, commissioning and operating as well as providing warranties and maintenance. Access to the Project Sites of the Solar Facilities shall be subject to the terms of the License and approval of the District.

Provider is generally responsible for the following activities: (a) project management including design, engineering, submittals, construction, interconnection, commissioning and Distribution Utility sign off; (b) procurement of all materials and equipment; (c) design and engineering including civil, structural, electrical, seismic and wind loading requirements and fire protection requirements; (d) permitting and environmental compliance with the current version of all applicable codes and standards; (e) Distribution Utility interconnection requirements compliance; (f) site preparations including but not limited to grubbing, clearing, grading, roads, dust control, drainage requirements, construction wastewater and storm water disposal, and removing excess debris; (g) meters, monitoring, Data Acquisition System ("DAS"), and weather station; (h) production analysis and performance guarantee; (i) conformance to manufacturers’ installation requirements and warranty terms; (j) acceptance testing, commissioning, interconnection signoff and Permission to Operate (“PTO”) by the Distribution Utility; (k) construction closeout including punch list, as-built drawings / documents package, PV module washing, and site cleanup; (l) operation and maintenance for the term of the PPA; (m) Site security requirements; (n) safety plans and measures per District approval. In addition to these general responsibilities, the Provider shall be responsible for all additional requirements as set forth in the PPA and all Exhibits, including but not limited to this Exhibit G – General Conditions and Technical Specifications.

Provider shall also be responsible for providing District with copies of Provider’s Operations and Maintenance (“O&M”) manuals, testing reports, start-up procedures, warranties, guarantees, and commissioning reports. Provider shall execute all of its obligations in a manner which reasonably minimizes interference and inconvenience to the District. Provider shall regularly report status of Provider’s execution of its obligations under this Agreement to the District.

2. GENERAL REQUIREMENTS

2.1 Project Management Provider shall own and operate the Project and is responsible for overall safety on each Project Site. Provider shall conduct all project management activities required to complete the Project, including coordination efforts with District’s representative, the Distribution Utility, inspectors, permitting agencies, suppliers, sub-contractors, Provider’s office and field Project staff and any other third parties that are involved in or impacted by the Project. The installation must be “turnkey”, requiring a minimum level of supervision and project management by the District, including all materials, equipment and labor, completed and commissioned per the specifications and general conditions contained herein. All Distribution Utility related interconnection work, fees, and installations necessary to make the Solar Facilities operational will be the sole responsibility of the Provider in accordance with any requirements of the Distribution Utility.

2.2 District’s Project Objectives The District requires that the Provider perform each of the following in accordance with the Agreement:

A. Ensure that construction activities and Project installation and operation are performed safely, comply with all applicable law, and do not result in any adverse effect on District staff, surrounding persons and property, existing facilities, local power quality, local data systems
or daily operations at any Project Site throughout the life cycle of the installation. Manage construction and operation activities so that they minimally disrupt the operations at each Project Site.

B. Create a definitive scope of work and project schedule for the project, and manage the entire project including but not limited to contracts, design, engineering, permitting, approvals, procurement, pre-construction, Distribution Utility interconnection, installation, testing, commissioning, performance validation, and on-going maintenance and operation per the scope of work and project schedule.

C. Design Solar Facilities to obtain maximum projected net savings and cash flow over the term of the PPA using proven technology that complies with the terms and conditions of the PPA as well as compliance to all relevant codes and regulations.

D. Implement Solar Facilities sized in compliance with the Distribution Utility’s applicable rate structure for each Project Site and in compliance with all Distribution Utility requirements applicable to the Project.

E. Meet Project and financial incentive submittals and completion deadlines. Effectively manage the schedule and coordinate construction activities around the District’s other construction projects where applicable.

F. Ensure that all Project design and construction activities are coordinated with existing District facility operations and / or construction activities and are in compliance with District’s work rules, safety requirements, and specifications at all times.

2.3 Communication Protocol Throughout the entire Project timeline, the representative selected by District will be Provider’s source of contact regarding any and all Project related issues. At no time between the release date of the RFP and the Solar Facility commissioning date, shall Provider contact District directly without the stated permission of District’s representative. Unless otherwise stated, District’s representative will act as a liaison, facilitator and intermediary between Provider and District.

Unless otherwise stated in the Agreement Documents and subject to change by District, the Parties shall meet bi-weekly during the design phase of the Project and weekly during the construction phase of the Project to, among other things, review work performed to date and to be performed. Provider shall organize the meeting, prepare, and distribute meeting notes. Meeting minutes shall be based on the template in Attachment D, and shall include a 3 week look-ahead schedule, RFI log, Change Order log and Submittal Log with 2 week look-ahead priority list(s). Meeting notes shall be updated during the meeting and distributed at the end of the meeting and District shall have five business days after District's receipt of such minutes to object to them in writing and provide corrections in writing. A quorum of meeting attendees will be named at the first meeting. The named quorum shall be in attendance in all Project meetings. A pre-construction meeting shall be held prior to any work being performed on the site with all required parties.

2.4 Solar Facility Sizing It is the sole responsibility of the Provider to ensure that the sizing of the total installed system capacity per Project Site (kW DC / kW AC) achieves the Annual Production Estimate per Solar Facility. The total installed system capacity per Project Site shall not increase or decrease the Annual Production Estimate without prior written approval of the District.
2.5 **Incentives** Unless specifically stated otherwise in other Agreement Documents, Provider shall prepare and submit to all applicable agencies, on behalf of District, or assist District in doing so directly, all applications, proof of progress submittals, and claim forms and documentation necessary for any environmental or financial incentives and rebates; provided that District shall have the opportunity to review, comment on, and approve all such applications and documentation prior to submission by Provider. If District shall decide to prepare and submit such documents, Provider will coordinate and provide District promptly upon District’s written request all documents reasonably necessary for District to do so, including any application submitted by District to qualify the Project as a “Qualified Facility” under pertinent rules and regulations of the Federal Energy Regulatory Commission or any other governmental authority. Provider shall not charge any additional fee for its services. Unless stated otherwise in other Agreement Documents, District shall pay for all fees required to file the applications.

2.6 **Physical Site Investigation & Project Feasibility Assessment** Provider shall read and become knowledgeable with all documentation concerning the Project Sites included in the RFP package, and visit the Project Sites to assess its conditions and logistics, including but not limited to all Distribution Utility interconnection related requirements. Provider shall conduct feasibility and configuration assessments, environmental assessments, and all other inspections of the Project Site(s) to determine that the Project Sites can support the installation and interconnection of the Solar Facilities. Provider must visit the Project Sites to ascertain site conditions, accuracy of provided drawings and feasibility of design.

Provider is responsible for the upgrades to the existing electrical system required to accommodate the Solar Facilities installation and interconnection, and is to include those changes in their scope, price and design drawings. Provider shall ensure the existing Project Sites’ electrical distribution equipment including the main switchboard and Distribution Utility transformer will support the interconnection of each Solar Facility. Provider shall confirm that each Solar Facility is interconnected to the correct meter at each Project Site by validating the meter and service account identification numbers (SAID) with the Distribution Utility.

Provider is responsible for the upgrades to the existing District electrical system required to accommodate the System installation and interconnection and has included those upgrades in their scope, price and design drawings. An amount has been included in the Power Price for all scope, associated costs, and design of Distribution Utility Upgrades at each Site as follows:

- Lift Station #1: $0
- Twin Oaks Reservoir: $250,000

If the actual cost reasonably incurred by Provider for the Distribution Utility Upgrades exceeds the amount above by more than five percent (5%) then Provider shall be entitled to a proportionate increase of the Power Price in an amount of $0.00024/kWh per $10,000 increase in cost. If the actual cost reasonably incurred by Provider for this scope of work is less than the amount allowed the District shall be entitled to a proportionate decrease of the PPA rates in an amount of $0.00024/kWh per $10,000 decrease in cost.

The District operates under a number of environmental permits issued by various agencies. If due to an action, inaction or negligence by the Provider the District becomes subject to non-compliance penalties, the cost of such penalties shall be borne by the Provider.

Provider shall identify if any third-party site assessments are required and be responsible for obtaining all required studies at their sole cost and expense. Provider shall assume any and all costs and risks associated with physical Project Site conditions and real estate constraints. Reports which may be required to be obtained by Provider at the Provider’s sole cost include, but are not limited to:
• Structural Report
• Structural Loading Analysis (Required)
• Soils/Geotechnical Report
• Environmental Study
• Title Reports / ALTA Surveys
• Topographic Surveys
• Underground Utility Survey
• Glint and Glare Study
• Arc Flash Study for the Twin Oaks Reservoir Site

These reports must be obtained when requested by the District or any other Governmental Authority having jurisdiction. Although the District may provide historical information regarding the Sites, the District makes no representation as to the accuracy of the information about the Project Sites provided in the RFP package or otherwise, including data, drawings and reports developed by third parties. Provider shall rely solely on its own due diligence to discover and confirm existing conditions at the Project Sites. Provider shall report any discovered and previously unknown site conditions of a substantial nature.

2.7 Permitting, Codes, Regulatory Compliance  Provider shall obtain, oversee and adhere to all required permissions for Project construction and operation by obtaining approvals from all Governmental Authorities having jurisdiction over the Project, including, but not limited to: the permitting agency, the Distribution Utility, incentive authorities, the California Energy Commission, fire safety, California Occupational Safety and Health Administration (“OSHA”), right-of-way permits, easement agreements and other codes and best practices. Specifically, the Provider shall obtain and submit all documents to achieve and maintain permission to operate with all required Governmental Authorities. In addition to stamped and approved plans, Provider shall provide the District installation compliance confirmation letters from all authorities having jurisdiction within 5 days of receipt.

2.8 Procurement Provider shall procure all equipment and services required for Project design, construction, commissioning, system monitoring, warranties and operation and maintenance and as described in this Agreement and as shown in the District-approved final design engineering drawings, specifications and data sheets. Any proposed changes or substitutions must be presented to the District in standard submittal format with detailed explanations and instructions for review, comment and approval. District approval of any of the submittals provided by Provider, including drawings, does not excuse the Provider from their responsibility to meet all safety requirements, applicable codes and standards requirements, requirements of all Governmental Authorities and the requirements of the Agreement including this Exhibit G.

2.9 Construction Provider shall conduct all construction and construction management work per the Project scope, schedule and per the requirements of this Agreement. Any proposed changes that represent a deviation from scope or schedule must immediately be brought to the District’s attention for review. All work must be performed and supervised by skilled workers trained and experienced in the installation of photovoltaic solar systems in accordance with equipment manufacturers’ installation requirements. Provider shall effectively manage the schedule and coordinate construction activities around District’s other construction projects where applicable.

2.10 Commissioning Provider shall conduct all activities required for proper testing and commissioning of the Solar Facilities and any related installations / systems. Commissioning will include testing for all systems to ensure proper operations per the design standards and testing parameters and required to verify that the system is functioning as expected within acceptable parameters and as designed at a nameplate capacity and first year of operation production capacity adjusted for actual weather
conditions consistent with the requirements of the Agreement. Provider shall manage all necessary final inspections with all Governmental Authorities having jurisdiction over the Project, the Distribution Utility, District representatives, and any other required inspectors. Provider shall also be responsible for completing the Commissioning Schedule template in Attachment F and submitting it to the District’s representative for review and approval. Provider will notify District no less than five (5) days prior to the commencement of testing and District and / or its representative will have the right to observe all such tests. As part of the commissioning activities, Provider must confirm that no negative impacts are experienced by existing facilities that connect or interface with the new installations and systems.

2.11 Distribution Utility Interconnection Provider is responsible for coordinating and implementing all requirements related to the interconnection of the Solar Facilities with the Distribution Utility, which shall include Distribution Utility provided and installed facilities and District provided and installed facilities, at Provider’s sole cost and expense. Provider will coordinate with the Distribution Utility and the District to meet all of the milestones for the Project required by any Interconnection Agreement. Provider is responsible for compliance with all milestones, including payment milestones to the Distribution Utility for design and installation services provided by the Distribution Utility. Provider shall be responsible for obtaining written Permission to Operate for the Solar Facilities from the Distribution Utility, and activate the system to begin generating power in compliance with this Agreement. In addition, Provider shall be responsible for all on-going terms, obligations and costs described in the Interconnection Agreement, and any other necessary permit signoffs from any Governmental Authorities having jurisdiction over the Project, to operate the Solar Facility in parallel with the Distribution Utility grid. For the purposes hereof, “Interconnection Agreement” means an agreement entered into by and between District and the Distribution Utility which agreement shall provide for (i) each Solar Facility to be interconnected with the Distribution Utility’s electricity distribution system, (ii) for energy to flow from each Solar Facility to such system and (iii) for energy to flow from such system to the Project Sites, as applicable, under the provisions of the Distribution Utility’s tariff.

Provider shall also be responsible for coordinating the desired rate tariff changes with the Distribution Utility for each Solar Facility. Desired rate tariffs for each Distribution Utility meter are defined in the Site Assessment Table. Provider will be responsible for ensuring that each Solar Facility meets the requirements for inclusion in the desired rate tariffs and will promptly inform the District if there is any discrepancy between such requirements and the specifications for each Solar Facility set forth in this Agreement. Rate changes shall occur as soon as possible following Permission to Operate. Provider shall be responsible for ensuring that the rate tariff change has taken place for each Distribution Utility meter and providing confirmation of the rate tariff change to the District.

3. ENGINEERING AND DESIGN REQUIREMENTS Provider shall, at its own cost and expense, (i) design, prepare and cause to be sealed all Drawings and Engineering Documents, and perform engineering studies and estimates and attend meetings as may be required (or arrange for design and engineering pursuant to a subcontract executed in accordance with this Agreement), for the construction of the Project and interfaces required by the Distribution Utility including, without limitation, sizing of equipment, communication systems and components, preparing specifications and calculations for equipment and material to be included in the Project, completing the Work in accordance with the this Agreement, providing administration and other services and items required to complete and deliver to District and Distribution Utility the design and Engineering Design Packages, calculations, studies, and Drawings necessary to construct a fully integrated and operational Project, and (ii) provide services, attend meetings and prepare all necessary documents and permit applications required to obtain all Governmental Approvals, including, without limitation, coordinating with the Governmental Authorities, the Distribution Utility and other agencies regarding Governmental Approvals necessary for the completion of the Project, completing the permitting process beginning from the permit application
through to final approval and receipt of all Applicable Permits, all in accordance with this Agreement and it’s Exhibits, Applicable Law, Governmental Approvals, District Requirements, Distribution Utility requirements, Engineering Design Packages, Industry Standards, the actual condition of the Project Site(s) and all requirements to be sufficient, complete and adequate in all aspects to enable the Project to achieve the Annual Production Estimate and a minimum 25 year design life.

3.1 **Design Codes** In addition to the codes cited in Section 16010 of the Construction Specification Institution, the Project shall be designed and installed in accordance with the latest edition of all applicable codes, standards, and recommendations of the following agencies:

- ACI – American Concrete Institute
- AISC – American Institute of Steel Construction
- ASCE-American Society of Civil Engineers
- ASME-American Society of Mechanical Engineers
- ASTM – American Society for Testing and Materials
- CAL OSHA-California /Occupational Safety and Health Administration
- Caltrans – California Department of Transportation
- CBC-California Building Code
- ETL-Electrical Testing Laboratories.
- IEEE-Institute of Electrical and Electronic Engineers
- ICEA-Insulated Cable Engineer’s Association.
- IAEI-International Association of Electrical Inspectors.
- IPMVP- International Performance Measurements and Verification Protocol.
- NEMA-National Electrical Manufacturers Association.
- NEC -National Electrical Code
- UL-Underwriters Laboratories
- CEC-California Electrical Code
- Distribution Utility Manuals and Standards

3.2 **General Requirements**

3.2.1 **Licensing**
(a) In all cases, engineers are to be properly licensed by the State of California.
(b) Electrical, civil, geotechnical, structural and other engineering designs and reports are to be stamped and signed by a licensed engineer.

3.2.2 **Orientation and Shading**
(a) Project will have a minimum shade free window between the hours of 10am and 4pm (solar time) on the winter solstice.
(b) Orientation of the array shall be optimized for maximum financial benefit but in all cases with an azimuth between 180 and 270 degrees unless otherwise explicitly approved by District in writing.
(c) The Provider shall provide a PVSyst report at every stage of the design that shows that the System design and installation will meet the Annual Production Estimate.
(d) Inverters shall not be placed in locations subject to exposure to direct sunlight between the hours of 10am to 4pm. Where inverters must be placed in locations that would otherwise be
subject to direct exposure to sunlight during this window of time, they shall be provided with shade coverings or otherwise protected from continuous exposure to the sun.

3.2.3 Site and General System Requirements

(a) PV arrays shall require a study, recommendations and stamp and sign off from a licensed structural and geotechnical engineer.

(b) Ground mounted PV arrays shall be designed such that a service truck is able to drive in between the rows and make turns outside each row of PV modules.

(c) PV arrays located on reservoirs must be designed to allow for continued access to all vents, hatches, testing sites and all other equipment located on the reservoir.

(d) All roads shall be designed and installed for all weather access.

(e) All conductors shall be in conduit. Provider shall not direct bury conductors unless explicitly approved by District in writing. All conduits shall be installed according to the requirement of the NEC and all Governmental Authorities.

(f) Where Schedule 40 or Schedule 80 PVC conduit is permitted, all horizontal and vertical bends, and vertical risers shall be PVC-RGS or PVC-RA. All below grade horizontal bends and vertical bends shall be long radius elbows. Bending of straight PVC conduit to avoid installation of the specified PVC-RGS or PVC-RA long radius elbows will not be allowed.

(g) Equipment pads shall be protected by bollards where they are at risk for collision damage in the judgment of District. Bollards shall be permanent unless removable bollards are required to facilitate access to equipment.

(h) Provider shall provide erosion control, weed abatement, and security for the Site throughout construction.

(i) Provider shall be responsible for creating and performing all requirements of a Storm Water Pollution Prevention Plan (“SWPPP”), dust control plan, pollution mitigation plan, and all other plans required by all Governmental Authorities. At a minimum, any earthwork-related or fine grading activities are to be conducted in the morning to avoid potential impact of the afternoon winds with construction-related fugitive dust.

(j) PV arrays at the Lift station site only shall be fenced in accordance with the NEC, NESC and requirements of the Governmental Authority and shall include provisions for at least one locking gate. Fencing around ground mount installations shall provide for a sixteen (16’) foot wide clearance to the PV modules to allow for vehicular access and limit shading impact on the system.

(k) If adequate site fencing or equivalent is not in place, inverter pads, disconnect switches and all other equipment determined by Owner to require limited access shall be fenced. Fencing shall be eight (8) foot high and two (2) inch mesh chain link galvanized steel fence where in accordance with all local requirements.

(l) Locks for all gates and combiner boxes to be provided by Provider but must be approved by District prior to procurement. All gates shall include provision for both District and Provider locks to allow for either entity to access the Site during construction.

(m) If the District determines it is required, break-away or other theft-deterrent security fasteners in stainless steel shall be used to fasten modules to ground mount arrays. The recommended fastener type shall be submitted with the Engineering Design Package.

(n) The height of ground mounted arrays shall be a minimum of two (2) feet above grade.

(o) The Provider will evaluate whether the Site is in a floodplain and take appropriate precautions to prevent water damage to the Project, including determining and installing the PV arrays, inverters, combiner boxes and all other materials to be used in the ground mounted infrastructure at the appropriate height above grade to be above the 1-percent-annual-chance flood elevation.

(p) An arc flash study shall be performed by Provider on the Twin Oaks Reservoir site and all required equipment labeling, fault current and coordination analysis, and recommendations for
proper personal protective equipment (PPE) shall be followed in accordance with the results of the arc flash study.

3.2.4 Wiring
(a) All conductors #8 AWG or smaller shall be copper. Code compliant aluminum conductors may be used for conductors larger than #8 AWG. All wiring that interfaces with any District’s equipment must be copper.
(b) All wiring used for grounding shall be copper.
(c) Ground lugs shall be mechanical or irreversible crimp and acceptable for copper conductor termination.
(d) All wiring shall be minimally rated to handle the voltage and current of the designed system.
(e) All termination equipment shall be rated for the conductor type, temperature, current and voltage of the conductor being terminated.
(f) PV module string wire shall be PV Wire and be appropriately rated for UV exposure where required.
(g) Wiring in conduit or below ground shall be listed and labeled by a nationally recognized testing laboratory (NRTL) in accordance with Underwriters Laboratories standards for its purpose and location.
(h) Where exiting from the ground, all conduits shall enter enclosures from below and be made watertight by sealing with silicone sealing compound.
(i) All DC wire, other than panel-to-panel wire in a string that is not spanning a gap more than 3 inches wide, shall be protected.
(j) All conductors used for communication will be shielded cable with a drain.
(k) Communications wiring shall be located in separate conduits from the high voltage DC and AC wiring with sufficient separation to prevent interference.
(l) Unless otherwise approved by the District in advance, modules shall be grounded with hardware. Module grounding shall be in accordance with all requirements of the NEC and Governmental Authority.
(m) Locking connectors shall mate with PV module terminations and shall be certified compatible with the PV module manufacturer provided locking connector by the chosen connector manufacturer.
(n) The PV System shall be equipped with DC arc-fault protection in accordance with the NEC.
(o) PV System DC wiring shall be protected by overcurrent protection rated for DC circuits and marked by the manufacturer for use in PV systems. Fuses shall be listed and labeled by a nationally recognized testing laboratory (NRTL) in accordance with Underwriters Laboratories standard UL 2579.
(p) Total DC voltage drop shall be limited to 2% unless otherwise explicitly approved by District in writing. The circuit shall be defined as all wiring from the module junction box to the DC input terminals at the inverter. Provider shall account for all horizontal and vertical distances and all wire gauge/raceway transitions.
(q) Total AC voltage drop shall be limited to 2.75% and always under 4% total combined AC and DC voltage drop unless otherwise explicitly approved by District in writing. The circuit shall be defined as all wiring from the inverter output to the Delivery Point. Provider shall account for all horizontal and vertical distances and all wire gauge/raceway transitions.
(r) Geotechnical studies must include soil corrosivity and thermal resistivity testing and evaluation. All work must include consideration for the results of the testing and evaluation.

3.2.5 Electrical Tie-In
The Generation Meter shall be identified on the preliminary and final drawings and shall be located within ten (10) feet of the Delivery Point unless an alternative location is approved in writing by the District.

A Distribution Utility Net Generation Output Meter (NGOM) shall be provided for each new Solar Facility (with the exception of RES-BCT projects).

3.2.6 Structural
(a) Equipment pads shall be a minimum of 6” of concrete reinforced at 12” intervals with #5 rebar unless otherwise directed by the structural engineer. Equipment pad layouts shall include adequate spacing to accommodate maintenance activities for all equipment. A housekeeping pad elevated 3” above the remaining pad surface will also be required.

(b) Structural engineers are to specify grade of steel used in all support structures. Mill certifications showing the identification of the steel to be used on the Project and the quality thereof shall be provided to District. Mill certifications shall be checked by Provider prior to accepting delivery of any steel.

(c) Where enclosures will be mounted vertically to array structural posts or other supports, two (2) feet minimum ground clearance and appropriate working clearances as required per NEC shall be maintained. In no case shall equipment locations create shade on the array between the hours of 10am-3pm on December 21.

(d) Structural engineers shall determine code requirements for seismic, wind and snow design loads and the Project shall be designed and installed in accordance with the latest edition of all applicable codes and standards.

3.3 Engineering Design Packages Provider and its subcontractors (as applicable) shall prepare and submit to District for their review and approval all drawings, assessments, reports, specifications and all other necessary documents setting forth in detail all requirements for the construction of the Project. Provider must also prepare a structural loading analysis for their proposed array design for each reservoir by a professional structural engineer, which must be included in their 50%, 90% and 100% design packages. Provider shall prepare preliminary, 50%, 90% and 100% Engineering Design Packages as described herein. All engineering and installation drawings shall comply with current construction standards, codes and regulations, and adhere to all requirements of this Agreement. The system design will comply with all applicable laws and regulations. District approval of any of the submittals provided by Provider, including drawings, does not excuse the Provider from their responsibility to meet all safety requirements, applicable codes and standards requirements, requirements of all Governmental Authorities and the requirements of the Agreement including this Exhibit G.

Preliminary and 50% Engineering Design Packages shall at a minimum contain the following information:

- Drawings depicting at a minimum:
  - overall system layout
  - the tilt and azimuth for all arrays
  - the location and sizing of all PV arrays
  - the location of all major equipment including but not limited to inverters, transformers, disconnects, batteries, meters.
- Product data sheets and copies of manufacturers’ warranties for all major pieces of equipment.
- Completed Site Assessment Table in native and PDF formats.
- PVSyst production modeling report in PDF format and 8760 output file in MS Excel format. The production model report and 8760 output files must be in the same format and use the same assumptions as those used to finance the project.
All other Engineering Design Package submittals shall at a minimum contain the following information:

- A full set of drawings
- All required drawings, assessments, and reports, signed and stamped by the Engineer of Record.
- Full details of the mounting system design including snow, wind and seismic considerations and calculations as required.
- Production models for each Site in both PDF and Microsoft Excel 8760 formats. The production model shall use the same assumptions, be in the same format and use the same modeling software for each revision unless otherwise agreed to by the District.
- Product data sheets and copies of manufacturers’ warranties for all major pieces of equipment.
- Completed Site Assessment Table in native and PDF formats.
- Microsoft Project or equivalent construction schedule (providing Gantt chart output) showing milestones, equipment order and delivery dates, and staffing requirements. Specific milestones such as conduit installation completion, material arrival dates, Interconnection date, and commissioning timeline, shall be highlighted.
- A list of those changes made from the original proposal with the reasons therefor.

In addition, a complete Project Execution Plan for each Site shall be provided to the District for review which shall at a minimum address the following:

- Material storage location
- Lay-down and layout yard location
- Site office location
- Access and mobilization
- Crane locations and traffic control
- Method of installation
- Human resources and staffing
- Communications
- Anticipated project risks

This plan shall be reviewed and approved by the District prior to any work being performed on the Site(s).

The Engineering Design Packages will be reviewed by the District. Comments shall be delivered to Provider within 10 business days of submission for review. Ensuring the Project is in compliance with all requirements and will be installed to meet all requirements of this Agreement remains the sole responsibility of the Provider.

### 3.4 Design Drawings

A drawing summary list shall be maintained by the Engineer of Record for tracking drawings and revisions thereof over the design/construction period and the list shall be provided to District on a bi-weekly basis or as requested. All drawing submittals shall be according to the following:

**3.4.1 Format**

(a) Any changes in the Engineering Design Packages from one District submittal to the next shall be clouded.

(b) Redlines shall be maintained on a not more-than-weekly basis. As-built drawings shall be completed in a reasonable amount of time following the Governmental Authority final inspection and sign off.
3.4.2 **Content** All drawings shall at a minimum include the site address, District logo and project name in the title block. At a minimum all Drawing submittals shall include the following:

(a) **Title Page.** Information on the title page shall include, but not be limited to the following:

- Location of the Site.
- System size: This shall include kWdc and kWac.
- Area of installation: Area, in square feet or acres as appropriate, of area that the installation encompasses.
- PV module part numbers and quantities.
- Inverter part numbers and quantities.
- Engineer of Record block.
- Index of drawings.
- Benchmarking / survey control data

(b) **Single Line Diagrams/layout page.** The single line diagrams shall accurately depict the physical electrical connections (i.e. quantity, type, and size of conductors, quantity, size, and type of conduit) between all electrical equipment used in the system. Information on the single line diagrams shall include, but not be limited to the following items:

- Location of Generation Meter.
- Location of Distribution Utility Meter.
- Location of Net Generation Output Meter.
- PV Modules per string.
- Number of strings for each combiner box.
- String map per array or subarray.
- Depiction of the wiring and fusing in all disconnects.
- Wire type, size and quantity used for each run.
- Total wire length for each run and associated voltage drop calculations.
- Conduit size and quantity of wires in each conduit for each run.
- All overcurrent protection sizing.
- Monitoring Data communications and power wiring.
- Lighting wiring.
- Interconnection tie-in scheme.
- Distribution Utility meter number and SAID.
- Switchgear and transformer sizing.
- Complete electrical calculations.
- Make and model of all equipment.

(c) **Electrical Site Plan and details.** Information on the electrical layout shall include, but not be limited to the following items:

- Plan view of locations of all electrical equipment
- Elevation views of all electrical equipment
- Locations of conduit runs

(d) **Grounding system design including connection points and conductor size.** All electrical equipment shall be depicted, including their capacity/rating, manufacturer, part number, quantity and reference designator where applicable. Examples of equipment shall include but not be limited to the following:
4. **EQUIPMENT** The Solar Facilities are intended to be in operation for a minimum of 25 years, therefore, the life cycle costs (capital expenditures and operating and maintenance expenses) for all installations and systems must be considered in selection criteria for all materials and equipment. Provider shall purchase and cause to be delivered to each Project Site all equipment and materials required for the Project and as described in the District-approved final design engineering drawings, specifications and data sheets and as required to construct a fully functioning Project. Any proposed changes or substitutions must be presented to the District in standard submittal format with detailed explanations and instructions for review, comment and approval. Minimum requirements for equipment are described below. District approval of any of the submittals provided by Provider, including drawings, does not excuse the Provider from their responsibility to meet all safety requirements, applicable codes and standards requirements, requirements of all Governmental Authorities and the requirements of the Agreement including this Exhibit G.

4.1 **Standards** All components shall be designed, manufactured, tested and listed in accordance with the latest applicable standards of NEMA, ANSI, NEC, IEC and UL. Provider shall verify listing and labeling of equipment by a Nationally Recognized Testing Laboratory (NRTL) prior to installation. In all cases NEC and Governmental Authority rules shall apply.

4.2 **Factory Testing** Any equipment that is required to be factory tested by an applicable standard shall be accompanied by the results of those factory tests, and further those results will be submitted to the District as part of the Final Binder.
4.3 **Acceptance and Care** Equipment shall be stored, handled and installed in accordance with manufacturer’s requirements. Material received shall be identified by serial number, a report prepared and that report including make, model and serial numbers of the material and equipment received (if applicable) shall be forwarded to District within ten (10) days of the equipment being received.

4.4 **NEMA Rating** If any Project Site is within two (2) miles of any body of water or one (1) mile from any body of salt water, inverters and combiner enclosures shall be NEMA 4X in stainless steel and all enclosures exposed to the elements shall be NEMA 4X.

4.5 **Nameplates and Labeling** All equipment, panels, boxes and associated equipment shall be clearly labeled with engraved phenolic nameplates. Unless otherwise explicitly approved by District in writing, nameplates shall be red background with 3/8” or greater white letters. Provider shall submit the proposed nameplates with desired labeling for approval prior to installation. The following minimum labeling shall be installed:

(a) Install engraved signs for instruction and warning identifying that a solar PV system is operational on the premises at appropriate locations and that there is potentially multiple power sources on the premises – submit wording and location to District for approval. In all cases NEC requirements shall dictate.

(b) Provide identification of all DC power circuits on switches and clearly identify individual PV module strings in DC combiner boxes. Use appropriate wire color codes (i.e. Red & Black) for negative and positive circuits.

(c) PV modules must include serial numbers in such a position as to be easily visible when installed.

(d) Install all signage required by NEC Article 690 of the most recently adopted version of the NEC and per the requirements of the CA Fire Marshall PV Specifications.

(e) Install all other required signage per NEC (including arc flash requirements per NEC Article 110).

(f) Inverters shall have engraved phenolic labels with shutdown and restart instructions. These labels shall be on the outside of the inverter.

4.6 **Products – Approved Manufacturers and General Product Requirements** Only products that meet the requirements below shall be used in the construction of the Project, unless otherwise explicitly approved in writing by District.

**Approved PV Modules**
Adani Solar ASB-7-365 Bifacial 365W

**Approved PV Module Manufacturer**
Adani Solar ASB-7-365 Bifacial 365W

**District’s General Guidelines for PV modules**
- Thin-film, concentrating PV, etc. PV technologies are not accepted by District.
- All PV modules must be included on any required rebate-related approved module list as well as on the California Energy Commission’s (CEC’s) List of Eligible Photovoltaic Modules.
- All PV modules must have anti-reflective (AR) glass surfaces.
- All PV modules used on the Project shall include a minimum 25 year linear power output warranty and a minimum 10 year product warranty.
• All array layouts, PV module related submittals, and PV module data sheets must include
cell and module efficiency ratings, and define the guaranteed production degradation over
the warranted life of the module.
• Provider will provide flash test data for all PV modules to District in MS Excel format
upon procurement of PV modules. District, at its sole discretion, may randomly select up
to fifty (50) PV modules for delivery to a third-party for quality verification testing. The
costs of such verification testing shall be the responsibility of District.

Approved Inverter Hardware. Central and string level inverters up to 1500VDC are allowed.
Micro-inverters are not allowed. All inverters must be included on any required rebate-related
approved inverter list as well as on the California Energy Commission’s List of Eligible Inverters.
Inverters must meet all Distribution Utility requirements.

**Approved Inverter Manufacturer**
Delta M60U_120 - 60kW AC, Delta M80U_120 - 80kW AC

Inverter Manufacturer Preventative Maintenance and Support Services. District requires
preventative maintenance support services which may be provided by the Provider or the inverter
manufacturer, as well as comprehensive and highly responsive repair service offerings. In
addition, District will be monitoring the inverters’ performance remotely, and require that the
inverters utilize an open interface and documented protocols for third party monitoring software.

Approved Mounting Hardware
Mounting or tracking solutions or systems not listed by a nationally recognized testing laboratory
(NRTL) may be submitted to District for review and approval. District requires that all mounting
solution descriptions clearly identify the mounting hardware and any engineering services related
to the mounting solution. Proposed mounting systems or tracking solutions should be supplied
with full specifications, warranty details, etc.

Approved Data Acquisition System (“**DAS**”)
Also Energy

Performance Monitoring and Reporting Service Provider
Also Energy

Inverter Monitoring Provider
Also Energy

Weather Station Requirements
• Module temperature sensor
• Irradiance sensors (one horizontal and one installed at each unique azimuth and tilt of the
arrays)
• Ambient temp sensor
• Wind speed and direction sensor

Load Side Interval Meter

Generation Meter

Approved DC Safety Switches
5. **COMMUNICATIONS AND MONITORING SYSTEMS** Provider is responsible for the complete and fully functional installation and operation of the Supervisory Control and Data Acquisition (“SCADA”) System. Any labor, communications devices, wiring and or other materials shall be included in Provider’s cost and scope. The SCADA system shall meet all the requirements outlined in this Agreement.

5.1 **Performance Monitoring & Reporting Service.** Provider shall provide a Performance Monitoring and Reporting Service (“PMRS”) contract for the term of the PPA to monitor and collect data for load side interval meters, Generation Meter, inverters, meteorological stations and all other data points applicable to the Solar Facility operation. Provider shall be responsible for procuring, installing, and commissioning the PMRS equipment, and for entering into a contract with a third party Performance Data Provider (“PDP”). The monitoring service requirements are as follows:

(a) Provider shall provide operator and administrator level training to District for using the PMRS software interface as part of commissioning activities.

(b) The PMRS software interface must allow for access via a link from the District’s website and must allow the users to view and download real-time and historical electricity usage and production data at each Project Site over a variety of timescales. Provider shall coordinate and obtain approval of all data points to be displayed on the public webpage with the District prior to implementation.

(c) The PMRS software interface must allow the District to programmatically download via Application Program Interface (“API”) the real-time and historical electricity usage and production data at each Project Site over a variety of timescales.

5.2 **Equipment / Components** Below is a list of the minimum equipment / components that must be included as part of the PMRS. All equipment shall be installed to equipment manufacturer’s recommendations and best practices for solar power systems.

- **Load Side Interval Meters.** Provider is required to install load side revenue grade interval meters to measure the total (not net) electricity usage, instantaneous demand, power factor, etc. at each main switchboard where the PV Systems are interconnected. The load side revenue grade interval meters shall be installed as part of the PMRS system and send data through the PDP and be displayed on the PMRS software interface.

- **Data Logger/Internet Gateway**

- **Generation Meter** Revenue Grade energy meters shall be installed to monitor the generation of the Project at each Site. The Generation Meter shall be located within 10’ of the Delivery Point unless an alternative location is agreed to in writing by the District. The Generation Meter shall be installed as part of the PMRS system and send data through the PDP and be displayed on the PMRS software interface.

- **External Device Communication** Provider must arrange for and provide District a secure and reliable internet connection adequate to provide a minimum of 15 min data uploads for all of the data points from the PMRS. Provider shall provide a high speed cellular data service during the entire term of the PPA to record the electric energy generated by the System and all other PMRS data as required by this Exhibit and shall make this information available to the District through the PMRS system.

- **Inverter Monitoring** If inverters are not provided with communications as part of the standard package, then the communications option shall be ordered. DC monitoring shall be provided for
each home run from the combiner box to the inverter. Where various communication package options exist those options shall be discussed with the District prior to ordering.

- **Protective Relays, Medium Voltage Circuit Breakers and Transformers** All available data points shall be provided through the PMRS system.
- **Meteorological Stations.** The Project will require installation of one meteorological station at a location determined by the District and to include at least the following:
  - one (1) ISO 9060 first class pyranometer installed at 0º tilt to measure ground horizontal irradiance (GHI)
  - one (1) ISO 9060 first class pyranometer installed at each unique azimuth and tilt of the arrays installed
  - two (2) PV module temperature sensors,
  - one (1) ambient temperature sensor,
  - one (1) wind speed and direction sensor and,
  - one (1) rain gauge.

Sensors shall be mounted away from shadows, reflective surfaces, and sources of artificial irradiation or any other factor that may influence measurement accuracy of the sensors. Irradiation sensors will be installed in the middle of the array.

The PV module temperature sensor data shall be linked to the predicted power calculation formula in the PMRS software interface along with the applicable plane of array irradiance data supplied by the pyranometer for each array.

The meteorological station must be connected to the PMRS so that weather data can be collected and downloaded along with the Solar Facilities production data.

All meteorological station equipment shall be calibrated and tested by the original equipment manufacturer or vendor prior to delivery to the Site and maintained through the Term of the PPA per the manufacturer’s requirements. All pyranometers shall be cleaned in the same manner and at the same time as a module washing is performed.

### 5.3 Analytics Pages

Each Site PMRS should have the following tabs configured in the monitoring analytics page. They should be labeled uniformly at each site. The tabs should be labeled as follows:

- **5.3.1 Load Profile**
  - (a) Generation Meter Power (kW)
  - (b) Demand (kW)
  - (c) Net Consumption (kW)

- **5.3.2 Inverter Output kWh per inverter (each inverter shall have a unique name matching the naming convention in the As-Builts)**

- **5.3.3 Predicted kW**
  - (a) Generation Meter Power (kW)
  - (b) Predicted Power (kW)

- **5.3.4 Inverter vs GenMeter kW**
  - (a) Each inverter as: Inverter A – Manufacturer kW Capacity Power (kW)
  - (b) Generation Meter Power (kW)
5.4 **Other Data** Each Site PMRS should have the following minimum additional information available:

5.4.1 **Alarms** Each site should have at least the following custom alarms:

(a) Inverter produces less than 10% of the inverter capacity over the course of an hour between 10am and 3pm. The upper limit of the alarm should be set to twice the inverter capacity.

(b) Generation Meter reports less than 0.1 kW for one hour between 10am and 3pm. The upper limit of the alarm should be set to twice the site capacity.

5.4.2 **Settings** All System information should be filled out completely and correctly on the monitoring platform to match the As-Built drawings and allow for easy identification of equipment and other System information.

6. **CONSTRUCTION** Provider is required to conduct all construction and construction management work for completion of the Project. Provider shall perform all work in accordance with generally accepted industry practices, all applicable laws, regulations, codes, rules, ordinances, government approvals and permitting requirements, equipment manufacturer’s requirements, and quality control inspection protocols so that each Solar Facility meets or exceeds (i) all requirements of applicable laws, government approvals and licenses; (ii) equipment manufacturer’s installation specifications, and compliance with the terms and conditions of all applicable warranties and guarantees; (iii) complies with all requirements of the Interconnection Agreement; (iv) all established safety protocols for operation and maintenance, and labeling / placarding requirements; (v) all requirements of the commissioning procedures and performance validation herein; (vi) all requirements for any applicable federal, state or other environmental or financial rebates and incentives. All Work must be performed and supervised by skilled workers trained and experienced in the installation of photovoltaic solar systems in accordance with equipment manufacturers’ installation requirements. Provider is encouraged to utilize local subcontractors and source materials and resources locally should they provide requisite qualifications and competitive advantages.

6.1 **Site Safety and Security** The Provider shall be solely responsible for compliance with all applicable occupational safety and health standards, rules, regulations and orders established by local agencies, the State of California, and California Division of Occupational Safety and Health Construction Safety Regulations (Cal OSHA), including obtaining permits required by California Code of Regulations, Title 8, Section 341 and 341 (a). In addition, Provider and all subcontractors shall comply with applicable provisions of Federal, State, and municipal safety, health, and sanitation statutes and codes. In the event there is a conflict between the provisions of the Safety and Health Regulations for Construction promulgated by the U.S. Department of Labor in Title 29 CFR Part 1926, Occupational Safety and Health Act (OSHA), or the California Occupational Safety and Health Act regulations in the California Labor Code Section 6300 et seq. (Cal. OSHA), the more stringent provision shall prevail.

Provider will develop a site specific OSHA approved safety plan for each Project Site and submit it to District for review and approval prior to the start of construction. The Site Safety and Security Plan shall include an evaluation and appropriate documentation of the safety record for all Subcontractors that will be performing work on the Project, a traffic control plan, and an Injury and Illness Prevention Program plan. The Site Safety and Security Plan shall also include the location of emergency utility shutoffs and an evacuation plan. A safety conference shall be scheduled prior to the start of construction to review the experience modification rating, the respective safety requirements, and to discuss implementation of all health and safety provisions related to this project. Representatives from the Provider, every subcontractor and the District shall be present at the safety conference. No work shall be performed on the Project prior to written confirmation that the District has accepted the Site Safety and Security Plan.
Following the commencement of work on the Project, safety meetings will be held once a week with all Provider and subcontractors employees attending. Printed names will be taken of those attending the meeting. No individual will start work at any Project Site without having attended a safety briefing on the dangers and protocols of the Project Site. Records of this training will be kept and provided to District for review. No individual will operate a piece of equipment on which they have not had certification training. Certification shall be carried on the operator at all times.

Please note that the District has adopted a “Total Safety Culture” and reserves the right to suspend the work wholly or in part, for any time period as the District representative deems necessary, due to unresolved safety disputes. Any costs or schedule impacts that result from the District suspending work due to unresolved safety disputes shall be the full responsibility of the Provider.

Security of the construction site is the sole responsibility of Provider, including any security monitoring equipment, fencing or other precautions that Provider may deem reasonably necessary. District will not be liable for theft or damage of equipment or materials stored at the Project Sites.

The Provider shall be solely and completely responsible for inspecting and correcting all on-site safety hazards relating to and during any and all aspects of construction of the Project. In addition, the Provider’s project manager or construction manager shall have primary, specific authority to order the correction of all on-site safety hazards relating to and during any and all aspects of construction of the Project. The Provider shall be considered the controlling employer or correcting employer having specific authority to correct any and all violative safety conditions which may exist at the Project site during construction of the Project consistent with Labor Code Section 6400, et seq. The Provider shall instruct any Subcontractors that the Provider’s project manager or construction manager is the designated source of information regarding safety hazards which may exist at the Project site.

Subcontractors shall provide District with its confined space program if the work will involve activities or work within a confined space or the construction and maintenance of a confined space. The District or its designee shall be the final authority for classifying confined spaces as either permit or non-permit spaces.

The right of the District or the District’s Representative to observe or review the work or Provider's performance does not include and shall not be construed as a review or observation of the adequacy of any aspect of the Provider's safety measures in, on, or near the Project site.

The Provider shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees’ legal right to work in the United States.

The Provider shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Provider shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Provider shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the Owner prior to beginning work at the Project site. Provider shall maintain a confined space program that meets or exceeds the Owner Standards. Provider shall adhere to the District’s lockout-tagout program.
6.2 **Access to and Use of Project Sites** District shall provide access and area at each Project Site for the performance of the work on the Project, including lay-down area and storage area. District will grant Provider access to each Project Site to perform all work associated with the Project and ongoing Operation & Maintenance during regular business hours, or such other reasonable hours requested by Provider and approved by the District in accordance with this Agreement. Access points to the Sites must be closely coordinated with the District and approved in advance before construction begins.

Provider agrees not to bring, keep, or permit to be brought to, or kept at or near any Project Site, any hazardous materials, or materials which are prohibited by the District or prohibited by the standard form of District’s insurance policy. Provider agrees not to commit or suffer to be committed any waste upon the Project Sites.

Provider shall install signage at each front gate / Site entrance to identify the Project and the Provider’s name and contact information. The signs may need to be elevated and/or located close to District-designated areas for visibility. The Provider shall submit a prototype of the construction signs to the District for review and approval before posting the signs at the construction sites. After approval, actual sign placement and location shall be coordinated with the District’s Inspector.

6.3 **Drawings** Provider shall maintain one complete Engineering Design Package at the job site including one full set of full size plans marked to show any deviations that have been made from the approved plans, including but not limited to buried or concealed construction features or utilities which are revealed during the course of construction. Current as-built record drawings shall be accessible to the District at all times during the construction period. They shall be reviewed with the District at regular intervals. Upon completion and prior to final inspection of the Project, the Provider shall submit the complete Engineering Design Package to the District for review, and shall make such revisions or corrections as may be necessary for them to be a true, complete, and accurate record of the Project in the opinion of the District.

6.4 **Work-Time Constraints** Great care shall be taken to avoid interruptions to business activities. Construction activities shall take place between typical working hours of 7:00AM to 4:30PM, Monday through Friday, excluding recognized holidays. Noise suppression shall be practiced at all times to minimize disturbance to persons living or working nearby, and to the general public. A maximum of 65dB shall not be exceeded when measured at any property line. Provider will be required to provide necessary weekly updates of scheduled activities at each Site to District.

A shutdown plan must be provided to the District at least two months in advance to allow for electrical shutdowns to be carefully coordinated with the District. All electrical shutdowns shall be carefully coordinated with a trial shutdown completed at least two weeks in advance. Notice of all pending shutdowns shall be provided 30 days in advance, followed by two weeks in advance, followed by forty-eight (48) hours in advance. All efforts must be taken to minimize the amount of time required to complete interconnections. Backup power will be provided by generators during shutdowns, at Provider’s expense.

Reasonable efforts must be taken to minimize noise during working hours. Deliveries shall take place outside high traffic times and must be coordinated with the District. Provider shall manage construction activities around and with consideration to the other projects occurring at the same time where applicable.

6.5 **General Requirements**

6.5.1 **Wiring / Conduits**
(a) Locations of all pull boxes shall be reviewed with District prior to start of construction.
(b) No wire splicing shall be allowed.
(c) All exposed wire will be secured every three and a half feet (3.5’) minimum
(d) When terminating aluminum conductors all terminations shall be coated with an oxide inhibitor.
(e) Underground cabling shall have electrical warning tape installed approximately 12 inches below finished grade in the backfill.
(f) Provider shall use GPRS and potholing to survey for underground utilities and use best practices when boring or trenching including hand digging near buried lines. Trenching or boring in potentially high risk areas (gas lines) shall be coordinated with the District.
(g) Contractor shall be responsible for fully complying with the requirements of California Government Code Sections 4216 through 4216.9. Without in any way limiting the foregoing requirement, Contractor shall contact the appropriate regional notification center at least two working days, but not more than 14 calendar days, prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Owner, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any Subcontractor of the Contractor and the Owner has been given the identification number by the Contractor. Contractor shall also determine the location of any storm sewers and Utility facilities owned by Owner in the area of the excavation.
(h) The Provider shall carefully preserve all bench marks, monuments, survey markers, and stakes and shall be solely responsible for resetting if required.
(i) Provider shall ensure parasitic loads (lights, security cameras, etc.) are not installed on the same circuit as the Generation Meter and are installed so that their load shall be included with the overall site’s load side interval meter measurement.
(j) Provider shall confirm that PV systems are interconnected to the correct Distribution Utility meter at each Project Site by validating the meter and service account identification numbers (SAID) with the Distribution Utility.
(k) All exposed wiring shall be properly rated for direct sun exposure.
(l) Exposed wiring shall be restrained utilizing wire clips and per NEC and best practices to eliminate strain on PV module junction box connections, wire pinch points and wire kinks. Strain-relief devices shall be rated and labeled for exposure to UV (direct sunlight).
(m) Conduit entry locations shall be made in manufacturer provided/specifed locations only.
(n) All ground conductors shall be protected from physical damage as specified in the NEC.
(o) Power and data lines shall be located in a separate conduits with appropriate separation to avoid interference.
(p) All junction boxes, condolets, etc., are to be sealed with a silicone sealing compound and made watertight. Underground junction boxes shall be covered with traffic rated metal plates bolted / welded in place with a permanent marking on the lid stating “Electrical”. Aboveground junction boxes must have tamperproof screws and shall not be placed in areas where water ponding is anticipated.

6.5.2 Equipment
(a) Equipment shall be stored and handled in accordance with manufacturer’s requirements.
(b) Inverters shall be placed away from all buildings where the operational noise would disturb the occupants.
(c) All high voltage and high amperage equipment must be installed in secure, tamper-proof, and locked enclosures to prevent unauthorized tampering for safety and theft prevention. Locks for all gates and combiner boxes are to be provided by Provider but must be approved by District prior to procurement.

(d) Locks for all gates and combiner boxes to be provided by Provider but must be approved by District prior to procurement.

(e) Safety labels are required for high voltage and high amperage equipment.

(f) All enclosures will be detailed prior to Final Completion to ensure that any scratches, etc. are properly covered with paint as appropriate.

(g) The Project will include installation of one (1) two (2) inch spare conduit at each Project Site sufficient to allow for future installation of security cameras at locations agreed upon with the District during Project design. Should the Provider choose to install cameras as part of the overall security plan for any Site, camera selection and location shall be coordinated with the District. Integration of any installed safety and security systems with the PMRS system shall be reviewed with the District and options provided.

6.5.3 Site Work

(a) It is the Provider’s sole responsibility to ensure that all Site Work complies with all federal, state and local code requirements and all applicable industry codes and standards, and all other requirements in the Agreement including the requirements in this Agreement.

(b) Temporary security fencing around construction areas shall be provided throughout construction, to be removed at end of construction, and permanent fencing and bollards added if required.

(c) Prior to the start of any work on Site and following the finish of construction, Provider shall take pre-construction videos and photographs of any and all areas that may be impacted as part of the Project construction and provide the pre-construction videos and photographs to the District for review and reference.

(d) Provider shall ensure that all existing underground utilities and installations are not impacted by Project construction. In the event Provider damages or makes inoperable any underground or above ground utilities it will be Provider’s full responsibility to notify District immediately and make whole and fully operational to District’s standards and to District’s satisfaction, at Providers sole cost and expense, all damaged utilities.

(e) Provider is responsible for the repair of any damage to any Project Site that is caused by Provider at their sole cost and expense. Provider shall assess the condition of all areas to be used in the construction of the Solar Facilities prior to construction and shall alert the District if any such area cannot accommodate wear and tear caused by ordinary construction activities. In such event, Provider shall propose a reasonable remedy or remedies to such conditions for District’s consideration.

(f) Damage to District’s facilities and or the Solar Facility shall be reported to District within 24 hours with photographs.

(g) All areas within the limits of construction or otherwise impacted by construction of the Project shall be restored to pre-Project Site conditions at the Provider’s sole cost and expense including but not limited to: fine grading, rock and concrete spoils removal, vegetation remediation.

(h) Provider will coordinate with District when boring or trenching is performed, when laydown areas are determined, when major shipments are planned, or any other activities that might impact District’s business operations.

(i) Provider shall correctly torque all such equipment or assemblies requiring torque and mark torqued bolts to designate status of having been torqued. District or District’s representative may at any time request a test of marked bolts. Failure of a bolt designated as torqued to show that torque may require all assemblies to be re-torqued in the presence of a third party inspector – such inspector to be paid for by Provider.
(j) Provider shall maintain the Project sites in a neat and orderly manner throughout construction. If, in the determination of the District, the Provider has not adequately maintained a clean, neat and orderly Project site, the District, following reasonable notice to Provider, may clean the Project site and charge the Provider for its costs and expenses in doing so. Upon completion and before making application for acceptance of the Project completion, Provider shall clean and remove all rubbish, construction debris, excess materials, temporary structures, machinery, and equipment from all rights-of-way, streets, borrow pits, and all other grounds occupied or affected by Provider (including its employees, subcontractors, sub-subcontractors of every tier, suppliers, representatives, and agents) arising out of or in connection with the Project; and the same shall be left in a neat and presentable condition.

(k) Provider is responsible to obtain all necessary Site data, perform all required geotechnical investigations and determine all Site data required for the design and construction of the System at their sole cost. This shall include determination of code requirements for seismic, snow and wind design loads.

(l) Provider shall be responsible for the removal and disposal of all excess soil and construction related debris in accordance with Applicable Law.

(m) Appropriate safety signs are required to caution drivers for speed or path restrictions near equipment pads.

(n) Safety bollards or traffic pylons with reflective strips shall be installed where any part of the Project is adjacent to a road.

(o) Signs and barricades shall be provided and maintained by Provider and shall be in accordance with jurisdictional regulations for accident prevention and in accordance with the Safety Plan.

(p) Provider shall ensure to reasonable extent and availability of installation space that solar structures are built away from the line of sight of neighboring properties.

(q) H-20 rated concrete tops with round CI lids will be supplied for all underground Christy box locations unless the District approves an alternative approach.

(r) Provider shall verify all required clearances in the field prior to construction, and is solely responsible therefor.

(s) Driveways in parking lots must stay open during construction. Any parking lot driveway closure must be temporary (i.e. a few hours for heavy material delivery) and shall be coordinated with District.

(t) Temporary power for construction shall be arranged and paid for by Provider.

(u) Provider is responsible for providing drinking water and sanitation facilities for all workers.

(v) All cut edges of galvanized strut or other support structure materials shall be cold galvanized.

(w) All enclosures shall have paint touched up to cover all scratches and other wear and tear that may have occurred during construction.

(x) Saw cut concrete shall be replaced joint to joint and match nearby area.

(y) Provider shall backfill all trenches with engineered fill and compact in accordance with District specifications.

(z) All asphalt cuts shall be made in square or rectangular cuts to avoid inconsistent repair work. Provider shall cover asphalt trenches with hot mix asphalt, roll for compaction, and cover the width of the trench with a slurry seal after the cure period. All repairs shall be made to match existing. Any repainting of striping shall be the responsibility of the Provider.

(aa) Provider shall conduct harmonic testing and install necessary line filters if District or the utility detects electromagnetic interference (EMI) following the installation of the Solar Facilities. Detection of EMI includes noticeable power interruptions in previously functional electrical equipment.

(bb) District will supply a hydrant in proximity providing water at no cost for use by Provider. Provider is responsible for obtaining and paying for meter deposit estimated at $1,250 ($1,110
refundable at end of project). The Provider shall be responsible to provide means of pumping, piping, transport, etc. for such water from the District supplied hydrant meter to the construction area.

7. **FINAL PROJECT CLOSEOUT.** Prior to final completion of the Project, Provider will perform the following tasks:

- Complete all unfinished work described on a Punch List approved by District in a timely manner.
- Complete final clean-up of each Project Site, which shall include a thorough washing of the PV modules. All module washing shall be completed in accordance with the module manufacturer’s recommendations.
- Confirm minimum 30-day continuous operation for the entire system and all sub-systems, and ancillary equipment without downtime following the final commissioning.
- Assemble and provide District with all documents outlined below and all other required submittals.
- Provide trainings for District personnel on emergency shut-down procedures as well as standard inverter restart procedures.

A complete set of project documentation shall be provided to the District at the finish of construction for record keeping purposes. The project documentation shall include, at a minimum, the following documents:

- Copy of Executed Agreement(s) and all amendments
- Copy of the Notice to Proceed to Pre-Construction
- Copy of the Notice to Proceed to Construction
- Copies of all reports / studies completed including but not limited to:
  - Underground Utility Study
  - Title Reports / ALTA surveys
  - Geotechnical Studies
  - Environmental Studies
  - Bore Logs including GPS location coordinates and depth dimensions for all Project underground utilities
  - Glint and Glare Study
  - Arc Flash Study
- Final AHJ approved design drawings in PDF and AutoCAD (1 electronic).
- Copies of all Governmental Approvals required for the Project to be constructed (1 electronic)
- Copies of all Governmental Approvals required for the Project to be operational (1 electronic)
- Letter to the Distribution Utility requesting final inspection in advance of Permission to Operate (1 electronic).
- Completed Commissioning Schedule - Attachment F (1 electronic).
- Permission to Operate Notice from the Distribution Utility (1 electronic)
- All incentive related documents (1 electronic)
- All final executed Distribution Utility Agreement(s) – Interconnection, meter, etc. (1 electronic)
- As-built drawings in PDF and AutoCAD (1 electronic)
- As-built drawings in Mylar (one complete set)
• Equipment data sheets, installation & user manuals, and warranties for all major equipment including but not limited to: modules, inverters, batteries, transformers and racking (1 electronic)
• Final Site Assessment Table in PDF and Microsoft Excel formats (1 electronic)
• Final punchlist showing proof of completion of all items (1 electronic)
• Letter stating Commercial Operation Date achievement and date
• Contact Information for all key Provider personnel including:
  ▪ Provider’s name
  ▪ Provider’s main office mailing address, phone, fax, and email
  ▪ Employer Identification Number (“EIN”)
  ▪ Provider’s main contact person and title, mailing address, phone, fax, and email
  ▪ Operations and Maintenance contact person and title, mailing address, phone, fax, and email
• Two (2) sets of keys to all locks, equipment, fence gates and boxes.
• Operations and Maintenance Manual including:
  ▪ Overall system O&M documentation
  ▪ O&M manual location and contact
  ▪ Inverter startup and shutdown procedure for each type of inverter
  ▪ District training completion date, including list of personnel trained in inverter shutdown and restart procedure
• Monitoring System Information including:
  ▪ Monitoring specification sheet
  ▪ Meter calibration records with serial numbers for all meters
  ▪ Website access and operation instructions
  ▪ List of public monitoring websites
  ▪ IP Addresses and login Information of Acquisuite or equivalent
  ▪ Network configuration documentation
  ▪ Performance Data Provider contracts
• Site photographs of all items listed below (electronic version only)
  ▪ Arrays
  ▪ Inverters
  ▪ Combiner boxes
  ▪ Disconnects
  ▪ Monitoring equipment
  ▪ Weather station
  ▪ Generation Meter
  ▪ Distribution Utility Meter

8. **OPERATIONS AND MAINTENANCE** Provider shall be responsible for all operations and maintenance of the Solar Facilities. The operations and maintenance of the Solar Facilities shall include at a minimum:

   **8.1** All preventative maintenance required to maintain all equipment warranties.
   **8.2** Provider shall provide erosion control, weed abatement, and security for the Site throughout the Term of the Agreement at their sole expense.
   **8.3** Provider shall maintain one complete Engineering Design Package throughout the Term of the PPA and update with any changes made from the as-built drawings provided at the completion of construction.
8.4 Two annual module washings shall be required, and timing of the bi-annual washing shall be coordinated with the District to ensure mutual beneficial production gains. In the event two module washings per year are not completed the District shall receive a credit on their PPA bills in the amount of $1.92/kW DC or $4,088 per year per wash.

8.5 All pyranometers shall be cleaned at the same time as, and with similar care, as the module washing.
ATTACHMENT A
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

PRELIMINARY ENGINEERING DESIGN PACKAGE
GENERAL NOTES:

P4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS, OSHA
G12. FOR PROPER MAINTENANCE AND ISOLATION OF INVERTERS, REFER TO ISOLATION
G8. ALL COMPONENTS TO BE INSTALLED WITH THIS SYSTEM ARE TO BE LISTED BY A
G7. THIS SOLAR PHOTOVOLTAIC SYSTEM SHALL BE INSTALLED FOLLOWING THE
INSTRUCTIONS SHOWN HERE.

GENERAL NOTES:

A. ALL WORK SHALL BE PERFORMED IN A SAFE, EFFICIENT, AND PROPER MANNER.
B. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL EQUIPMENT
AND FOLLOWING ALL MANUFACTURERS' INSTRUCTIONS OF THE NEC. ANY INSTRUCTIONS SHOWN HEREINAFTER ARE TO BE FOLLOWED.
C. THE CONTRACTOR IS ADVISED THAT ALL DRAWINGS, CONSTRUCTION, AND INSTALLATION
MANUALS REFER TO THE NEC. ENSURE THAT YOU READ THE NEC PRIOR TO MAKING ANY FIELD CHANGES.
D. THE CRIMP MUST BE MADE WITH THE MANUFACTURER'S APPROVED TOOL
E. MINIMUM BEND RADIUS SHALL BE OBSERVED TO MAINTAIN GOOD
F. MINIMUM OF 10" ABOVE THE TOP OF THE PV MODULES. THIS CAN BE
G. MINUTE. DO NOT MEGGER THE SOLAR MODULES. MEGGERING IS INTENDED FOR
H. IDENTIFICATION OR COLOR CODING TO MATCH THE CONDUCTOR SIZE.
I. WHEN OPENING THE BOX TO ENSURE THAT ALL MODULES ARE SECURELY
J. LIFT STATION #1 SOLAR PROJECT
K. ELECTRICALLY, THE DESIGN SHALL MEET ALL EQUIPMENT WORKING CLEARANCES AS
L. THE DRAWING SET MUST BE MODIFIED TO ACCOMMODATE MOVEMENT OF BUS TAPS. THESE GUIDELINES INCLUDE OFFSETS AND AISLE-WAYS TO ACCOMMODATE MOVEMENT
M. THE DRAWING SET MUST BE MODIFIED TO ACCOMMODATE MOVEMENT OF BUS TAPS.
N. THE DRAWING SET MUST BE MODIFIED TO ACCOMMODATE MOVEMENT OF BUS TAPS.
O. THE DRAWING SET MUST BE MODIFIED TO ACCOMMODATE MOVEMENT OF BUS TAPS.
P. THE DRAWING SET MUST BE MODIFIED TO ACCOMMODATE MOVEMENT OF BUS TAPS.
Q. THE DRAWING SET MUST BE MODIFIED TO ACCOMMODATE MOVEMENT OF BUS TAPS.
**PV SOLAR SYSTEM SUMMARY**

- **TOTAL MODULE COUNT:** Module number 1, model number 1, STC DC RATING: 36V Adani Solar ABM-7-365 Bifacial 10W.
- **TOTAL STRING COUNT OF MODULES PER STRING:** 30 strings of 10.
- **PV ARRAY RACKING STYLE / MANUFACTURER AND MODEL:** Ballasted Ground Mount / GAME-Change.
- **TOTAL DC SYSTEM SIZE:** 236.52 kW.
- **TOTAL INVERTER COUNT:** (3) Delta M60U_120 - 60 kW AC.
- **INVERTER CEC EFFICIENCY:** 98.5%.
- **SITE LATITUDE:** 33°12'38.12"N.
- **ARRAY AZIMUTH / MODULE TILT:** 180°/ 20°.
- **ASHRAE DESIGN TEMPERATURE EXTREME MIN. / 2% HIGH:** -2°C / 29°C.
- **INTERCONNECTION TYPE:** Tap at Existing Switchgear.
- **INTERCONNECTION VOLTAGE:** 480 VAC 3φ.
- **INTERCONNECTION OCPD RATING:** 300A.
- **INTERCONNECTION STYLE / MANUFACTURER AND MODEL:** Ballasted Ground Mount / Game-Change.

**SITE PLAN - SUMMARY**

- **SCALE:** NTS.

**SITE PLAN**

- **TRUE NORTH**

**GENERAL SHEET NOTES**

1. **ALL DIMENSIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED.**

2. **CONDUCT, PULL BOXES AND EXPANSION JOINTS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING NEC ARTICLES 342.26 FOR IMC, 344.26 FOR RMC, 352.26 FOR PVC, 353.26 FOR HDPE, 358.26 FOR EMT CONDUIT, AND 314.28-314.30 FOR PULLBOXES.**

**SHEET KEYNOTES**

1. **INVERTERS AND OTHER PV EQUIPMENT AT ARRAY SHALL BE RACK MOUNTED.**
PHOTOVOLTAIC ARRAY

[Diagram with wiring details]

Item 2.2

1000V PV WIRE FOR ALL SOURCE WIRING

RACKING SHALL BE UL 2703 LISTED AS AN EGC PHOTOVOLTAIC ARRAY (36) STRINGS OF 18 (3) DELTA M60U_120 - 60KW AC

# OF MODULES IN SERIES

1 2 18

PER INVERTER

DC & AC SURGE ARRESTORS, 480V 3PH-3W-80A AC OUTPUT, AFCI - RACK MOUNTED

DELTA M60U_120 - 60KW AC

12.38A

12 STRINGS

AC MIGRATED VOLTAGE DROP = 1.1%
GENERAL NOTES:

P2. ALL DIMENSIONS OR EXISTING CONDITIONS MUST BE VERIFIED PRIOR TO COMMENCING WORK.

PROCEDURAL NOTES:

P5. CONTRACTOR QUESTIONS SHALL BE SUBMITTED TO PCI PRIOR TO MAKING ANY CHANGES TO THE DRAWINGS.

G11. ALL PORTIONS OF THIS SOLAR ELECTRIC SYSTEM SHALL BE CLEARLY MARKED IN PERMANENT MARKER.

G3. THE ELECTRICAL CONTRACTOR IS ADVISED THAT ALL DRAWINGS, COMPONENT MANUALS, ESPECIALLY THE INVERTER MANUALS, ARE TO BE READ AND FOLLOW MANUFACTURER'S GUIDELINES, OR THE APPLICABLE AHJ, FOR INSTALLATION.

G8. ALL COMPONENTS TO BE INSTALLED WITH THIS SYSTEM ARE TO BE LISTED BY A MANUFACTURER AND LISTING AGENCY FOR PRODUCT SAFETY.

G19. IF THE REQUIREMENTS DESCRIBED IN THIS DRAWING SET ARE NOT FOLLOWED, THIS INSTALLATION MAY NOT BE ACCEPTABLE TO THE COMPANY PROVIDING THE MODULE MATERIAL.

G18. THE ELECTRICAL CONTRACTOR SHALL CONSIDER THE WEATHERING OF CONDUIT SIZE #4 AWG. USE TYPICAL LUGS FOR 300V PHOTOVOLTAIC SYSTEMS. THE MINIMUM CLEARANCE TO THE WALL AND MUST COMPLY WITH UL 1479 & UL 61010-1.

G16. THE CONTRACTOR IS RESPONSIBLE FOR MOUNTING ALL EQUIPMENT PER THE MANUFACTURER'S GUIDELINES OR THE APPLICABLE AHJ, FOR INSTALLATION.

G17. WHEN USING COPPER CONDUCTORS, USE 90° CRIMP-ON LUG MANUFACTURED BY ILSCO, BURNDY, OR AE. 90° CRIMP-ON LUG MUST BE INSTALLED WITH RATED INSULATION THAT MEETS EQUIVALENT OF FOUR 90 DEGREE BENDS.


G20. SUPPORT CONDUIT USING PIPE STRAPS (OAE), LAY-IN ADJUSTABLE DEVICE, OR SCREW-IN TYPE SUPPORT DEVICES. ALL SUPPORTING MATERIALS ARE TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS FOR THE TYPE OF CONDUIT BEING USED. USE APPROVED BEAM CLAMPS FOR CONNECTION TO STRUCTURAL MEMBER.

G10. AMT SHRINKAGE RESULTING FROM SITE WORK SHALL BE CLEANED FROM EXISTING ENCLOSURES, THE SURFACES OF ENCLOSURES, THE ENCLOSURES ARE TO BE DRY, FOCUSED LIGHTS ON THE ENCLOSURES TO ENSURE THAT ALL SHRINKAGE IS CLEANED OUT. ALL FUSES, FUSE BOXES, OR OTHER CONDUCTORS TO RECEPTALS AND HOUSING TO RESIDENT WATER BUILD UP. HOUS VOLSHELLS MUST NOT BE PANTED OR CEMENTED IN PLACE. THE MANUFACTURER'S RECOMMENDATIONS ON ALL THREE PHASES TO COMPLY WITH ARTICLE 110.14 OF THE NEC.

GENERAL NOTES:

G7. ALL CHANGES IN CONDUCTOR AND CONDUIT WITH THE ENGINEER VIA AN RFI. ALL CHANGES IN CONDUCTOR AND CONDUIT WITH THE ENGINEER VIA AN RFI. REPORT ALL CHANGES IN CONDUCTOR AND CONDUIT WITH THE ENGINEER VIA AN RFI.

G12. THE CONTRACTOR SHALL ROUTE AND LOCATE THE CONDUITS TO SUIT SITE CONDITIONS AND TO MINIMIZE FUTURE SERVICE REQUIREMENTS. THE CONTRACTOR SHALL INSTALL CONDUITS TO CURVE ON STRUCTURAL MEMBER OR ON A HANGER 30. FOLLOW MANUFACTURER'S GUIDELINES, OR THE APPLICABLE AHJ, FOR INSTALLATION.

G14. CONTRACTOR SHALL ROUTE AND LOCATE THE CONDUITS TO SUIT SITE CONDITIONS AND TO MINIMIZE FUTURE SERVICE REQUIREMENTS. THE CONTRACTOR SHALL INSTALL CONDUITS TO CURVE ON STRUCTURAL MEMBER OR ON A HANGER 30.

G13. THE CONTRACTOR SHALL PERFORM INITIAL HARDWARE CHECKS AND INSTALLATION TO SUIT SITE CONDITIONS AND TO MINIMIZE FUTURE SERVICE REQUIREMENTS. THE CONTRACTOR SHALL INSTALL CONDUITS TO CURVE ON STRUCTURAL MEMBER OR ON A HANGER 30.

G15. CONTRACTOR SHALL PERFORM INITIAL HARDWARE CHECKS AND INSTALLATION TO SUIT SITE CONDITIONS AND TO MINIMIZE FUTURE SERVICE REQUIREMENTS. THE CONTRACTOR SHALL INSTALL CONDUITS TO CURVE ON STRUCTURAL MEMBER OR ON A HANGER 30.

G16. THE CONTRACTOR SHALL PERFORM INITIAL HARDWARE CHECKS AND INSTALLATION TO SUIT SITE CONDITIONS AND TO MINIMIZE FUTURE SERVICE REQUIREMENTS. THE CONTRACTOR SHALL INSTALL CONDUITS TO CURVE ON STRUCTURAL MEMBER OR ON A HANGER 30.
**PV SOLAR SYSTEM SUMMARY**

- **Total Module Count/Module Mfr. & Model Number / STC DC RATING**: (5184) Adani Solar ASB-7-365 Bifacial 365W
- **Total Strings of Modules Per String**: 288 Strings of 18
- **Total DC System Size**: 1892.16 kW
- **Inverter DC efficiency**: 98.5%
- **Site Latitude**: 33°12'38.12"N
- **Array Height - Module Set**: 609.02"
- **Normal Design Temperature Extreme Min - Max**: -2°C/29°C
- **Interconnection Voltage**: 480 VAC 3Ø
- **Interconnection OCPD Rating**: 2500A
- **Interconnection Type**: Tap at New 1500kVA XFMR

**SITE PLAN - SUMMARY**

- **Scale**: NTS

**GENERAL SHEET NOTES**

1. All dimensions are approximate and must be field verified.
2. Conduct, pull boxes and expansion joints shall be installed in accordance with the following NEC articles: 342.26 for IMC, 344.26 for RMC, 352.26 for PVC, 353.26 for HDPE, 358.26 for EMT conduit, and 314.28-314.30 for pullboxes.

**SHEET KEYNOTES**

1. Inverters and other PV equipment at array shall be rack mounted.
2. All buried conduits on the reservoir cap shall have a minimum cover requirement of 18".
3. All buried conduits on the reservoir cap shall have a minimum cover requirement of 18".
PV SOLAR SYSTEM SUMMARY

- **Total Module Count (Module Manufacturer & Model):** 5,184 Adani Solar ASB-7-365 Bifacial 365W
- **Total Strings of Modules:** 288 strings of 18
- **PV Array Racking Style / Manufacturer and Model:** Ballasted Ground Mount / TBD
- **Total STC DC System Size:** 1,892.16 kW

**SITE PLAN ENLARGED**

**SITE PLAN ENLARGED - SUMMARY**

**GENERAL SHEET NOTES**

1. **All dimensions are approximate and must be field verified.**
2. **Conduit, pull boxes, and expansion joints shall be installed in accordance with the following NEC articles: 342.26 for IMC, 344.26 for RMC, 352.26 for PVC, 353.26 for HDPE, 358.26 for EMT conduit, and 314.28-314.30 for pullboxes.**

**SITE PLAN ENLARGED - SUMMARY**

**SITE PLAN ENLARGED**

**SITE PLAN ENLARGED**

**SITE PLAN ENLARGED**

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<td>1.</td>
<td><strong>Inverters and other PV equipment at array shall be rack mounted.</strong></td>
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<tr>
<td>2.</td>
<td><strong>All buried conduits on the reservoir cap shall have a minimum cover requirement of 18&quot;.</strong></td>
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**Scale:** Not for Construction

**For Review Only**

**Drawing Date:** 10-22-2019

**Drawing No.:** M1032
GENERAL SHEET NOTES

1. CONDUCTORS SHOWN IN GRAY ARE FOR BELOW GRADE INSTALLATION ONLY.
2. ALL COPPER (CU) CONDUCTORS IN CONDUIT SHALL BE THIN (0.043" AL). ALL EXPOSED CONDUCTORS SHALL BE PAINTED ALL EXPOSED ALUMINUM (AA) CONDUCTORS IN CONDUIT SHALL BE RAL 5011 OR EQUIVALENT.
3. ALUMINUM CONDUCTORS SHALL BE BRUSHED AND TREATED WITH ANTI-ATTRITION COMPOUND AT TERMINAL POINTS.
4. TORQUE ALL CONDUCTORS LANDING IN SCREW CONNECTIONS MUST BE PROPERLY TIGHTENED TO THE MANUFACTURER'S TORQUE REQUIREMENTS. ALL ALUMINUM TERMINAL CONNECTORS MUST BE TORQUED TO THEIR RATED VALUE OF 35 FT-LBS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE ALL CONDUCTORS WITH TORQUE REQUIREMENTS HAVE BEEN MARKED WITH A PAINT DOT OR PERMANENT MARKER AT THE TIME THAT THE VARIOUS TESTS WERE DONE.

SOLAR ENERGY PRODUCTION MONITORING SHALL BE INSTALLED AT INTERCONNECTION.

SHEET KEYNOTES

1. EQUIPMENT SHALL BE INSTALLED AND LABELED IN ACCORDANCE WITH THE NEC AND ALL APPLICABLE REQUIREMENTS OF THE SERVING UTILITY COMPANY AND LOCAL AUTHORITY HAVING JURISDICTION (AHJ).
2. DISCONNECTS MUST COMPLY WITH NEC 690.15 AND PROVIDE WARNING SIGN PER NEC 690.17.
3. LISTING AGENCY NAMES AND NUMBERS TO BE INDICATED ON LOCATION.
4. Labeled "PHOTOVOLTAIC SYSTEM AC COMBINER." 5. Labeled "PHOTOVOLTAIC SYSTEM UTILITY DISCONNECT." 6. Labeled "PHOTOVOLTAIC SYSTEM AC COMBINER." 7. TO SDG&E 8. POINT OF INTERCONNECTION SHALL BE IN ACCORDANCE WITH NEC 690.17. 9. PROVIDE IDENTIFICATION ALONG WITH POSITIVE & NEGATIVE CONNECTIONS FOR POSITIVE & NEGATIVE SOURCES OF POWER: 1. UTILITY POWER, 2. PHOTOVOLTAIC SYSTEM - DISCONNECT ALL SOURCES BEFORE SERVICING.

AC WEIGHTED VOLTAGE DROP = 2.06%

AC WEIGHTED VOLTAGE DROP = 2.06%
<p>| Item 2.2 | Site Assessment Table |</p>
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<td>Installation Capacity (kWSTC‐DC)</td>
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<td>Quantity Inverter Rating (kW‐AC) DC/AC Ratio AC Voltage (V) Transformer Size (kVA) AC Collector Wire Size</td>
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| Arrays For Shade Structures For Ground and Roof Mounts PV Modules Inverters Interconnection Production |
| TerraVerde Energy, LLC CONFIDENTIAL Item 2.2 |

<p>| Item 2.2 | 124 |</p>
<table>
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<tr>
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<th>System Area (sqft)</th>
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ATTACHMENT C
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

PROJECT SCHEDULE

Provider will develop, with input from District, a Preliminary Project Schedule and a Final Project Schedule using Microsoft Project or equivalent and submit the Final Project Schedule to District within 30 days after the Agreement Effective Date. Provider and District will establish a weekly construction meeting at which time the work of the previous week will be reviewed, and a three-week look-ahead schedule will be coordinated. The three-week look-ahead schedule shall be created in MS Excel® and present the list of activities occurring at each Site on a daily basis.

The work on the Project shall be completed on or before the Commercial Operation Date in accordance with the Final Project Schedule set forth below and as may be amended from time to time during the Agreement Term but in no case extending beyond the Commercial Operation Deadline. The Final Project Schedule shall only be modified upon the written approval of District. Any modified schedule approved by District shall replace the existing Final Project Schedule set forth below.

The Final Project Schedule (Anticipated Key Engineering and Construction Dates) shall include, at a minimum, the following and shall become a part of the Agreement upon District’s approval:

- 50%, 90% and 100% drawings due to District
- District review of 50%, 90%, 100% drawings
- Permit approval
- Procurement
- Site preparation
- Construction start
- Electrical & Mechanical completion
- Interconnection sign off
- Testing & commissioning
- Utility meter and rate switch completion
- Permission to Operate
- Final completion date

The Final Project Schedule shall not show more than 10% of the total activities as critical, and no activity shall have duration longer than thirty (30) days. The Final Project Schedule shall indicate the beginning and completion dates of all phases of construction and shall use the “critical path method” (CPM) for the planning and scheduling of all work required. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished. The Final Project Schedule shall incorporate float for inclement weather and resulting muddy site conditions due to rain and shall also include any potential acceleration paths. Scheduled float for non-working rain-related days and resulting muddy site conditions shall be based upon the latest and nearest available data from acceptable data issued from the National Weather Service.

A monthly project schedule update shall be provided to accurately indicate the actual progress of the work against the baseline Final Project Schedule for the prior month, and the remaining planned completion of the work.
The scheduling is necessary for the District’s adequate monitoring of the progress of the work. The District may disapprove such a schedule and require modification to it if, in the opinion of the District, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement. Provider shall adhere to any such modifications required by the District. Between the monthly schedule updates, it is the obligation of the Provider to monitor the progress of the work against the current construction schedule activities, and to notify the District in writing of all changed activity start dates and finish dates.

Provider will exchange scheduling information with Subcontractors and suppliers. Provider will order work, equipment and materials with sufficient lead time to avoid interruption of the work.

The Provider shall also, if requested by the District, provide revised schedules within fifteen (15) days if, at any time, the District considers the Commercial Operation Date to be in jeopardy. The revised schedule shall be designed to show how the Provider intends to accomplish the work to meet the original Commercial Operation Date. The form and method employed by the Provider shall be the same as for the original progress schedule. The Provider shall modify any portions of the schedule that become infeasible because of “activities behind schedule” or for any other valid reason. Provider will provide documents and justification for any schedule changes. An activity that cannot be completed by its original Commercial Operation Date shall be deemed to be behind schedule.

IF PROVIDER SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMMERCIAL OPERATION DATE FOR THE PROJECT, DISTRICT’S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE PROVIDER TO ANY ADDITIONAL COMPENSATION OR CLAIM DUE TO ANY SUCH REVISED SCHEDULE.
Vallecitos Water District
Solar PV Project
PROJECT SCHEDULE

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(PT) attended part-time
(Y) attended in person
(CC) attended via conference call

Minutes by: John Doe
Distribution: [Progress Meeting Quorum]

CORRECTIONS OR CLARIFICATIONS TO THE MEETING NOTES SHOULD BE DIRECTED TO: John Doe

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Section 2: Engineering and Design

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Section 3: Project/Construction Schedule Review

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Section 4: RFIs and Submittals

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Section 5: Pending Change Order (PCO), Change Order (CO), and Pay Application

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Section 6: General Discussion / Site Issues

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Section 7: IOR and SI Topics

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Section 8: Scheduled Testing and Inspection

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130 Item 2.2
**Section 9: End of Meeting Minutes** *(note these items will be applied to the appropriate sections in the next meeting’s agenda)*

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Overview:

Provider technical personnel, with the assistance of the equipment manufacturer(s) as needed, will perform a complete commissioning of each Solar Facility following at a minimum the Commissioning procedures outlined in this Attachment as well as other standard tests, inspections, safety and quality checks. Provider shall be solely responsible to perform all tests that are required to verify that the Project was constructed in accordance with all applicable laws and industry standards, is expected to achieve the design life target, and will perform as anticipated to the Provider guaranteed Contract Quantity. Where forms have not been provided Provider shall provide the results of any tests in a standard format. All testing and commissioning will be conducted in accordance with the manufacturer’s specifications. Provider will notify District at least 14 calendar days in advance of any commissioning activities and reserves the right to have a representative present for all commissioning. Additionally, District reserves the right to have the testing and commissioning results verified by a representative designated by District to evaluate and certify the capabilities of the Solar Facilities (“Commissioning Engineer”).

These commissioning testing procedures for photovoltaic systems and major components are intended to determine system performance to the specification. The tests are designed to verify that the system, as installed, is safe for personnel as well as equipment, and to establish or verify System operation. The tests shall be used to determine actual post-construction operational, performance, and safety characteristics.

Testing and commissioning procedures must comply with the latest revisions of standards by NETA and NEMA. All testing and commissioning reports must be included in the operating and maintenance manuals.

SOLAR ENERGY FACILITY COMMISSIONING RESULTS

District Name ___________________ Project Site Name ___________________

Solar Facility Address (City, State, Zip) ____________________________________________

Solar Facility Size (kW DC-STC) _________________________________________________

Solar Facility Size (kW AC) ____________________________________________________

Utility and District meter number _______________________________________________

Commissioning report submitted by ______________________________________________

Provider ________________________________________________________________

Time and date of commissioning _______________________________________________

Weather at time of commissioning _____________________________________________

Record and document inverter serial number and inverter location ____________________
This checklist is a guide to establish post construction Solar Facility operation, performance and safety. The local authorities having jurisdiction over the Project or inspector have the final say on what is or is not acceptable. Local codes may modify the requirements of the NEC. This list should be used in conjunction with Article 690 and other applicable articles. If article 690 differs from other articles of the NEC, Article 690 takes precedence.

**PV ARRAY – GENERAL**

Complete each item on the checklist below, check the box to the left of the item when it is complete

- Verify that all combiner fuses are removed and that no voltage is present at the output of the combiner box
- Recheck that fuses are removed and all switches are open
- Check that non-current carrying metal parts are grounded properly (array frames, metal boxes, etc. are connected to the grounding system)
- All debris has been removed from roof or ground
- Take photos of all sub-arrays and all inverters
- Inspect all roof penetrations and wall penetrations (ensure conduits and structural brackets are properly sealed/waterproofed) (where applicable)
- Ensure all labels and safety signs required by applicable law and any additional labels and signs specified in the Agreement Documents are in place
- Check that all home runs are properly identified at the inverter back to the combiner boxes
- Check that combiner boxes are properly labeled
- Check source strings in DC combiner box are in the proper order and make sure labeling is clearly visible
- Verify that all AC and DC disconnect switches are in the open position
- Check that the solar modules are secured to the mounting system
- Visually inspect the array for cracked modules
- Check to see that all wiring is neat and well supported
- Visually check that the rows of ground mount modules have been installed in straight lines that are parallel to each other.
- Check that all nuts and bolts have been properly torqued and record results using array naming nomenclature matching the As-Built drawings.

**REPEITION SOURCE CIRCUIT STRING WIRING**

- Verify that the both the positive and negative string connectors are identified properly with permanent wire marking
- Repeat this sequence for all source circuit strings
- VERIFY POLARITY OF EACH SOURCE CIRCUIT STRING in the DC String Combiner Box (place common lead on the negative grounding block and the positive on each string connection—pay particular attention to make sure there is NEVER a negative measurement)

**WARNING**: IF POLARITY OF ONE SOURCE CIRCUIT STRING IS REVERSED, THIS CAN START A FIRE IN THE FUSE BLOCK RESULTING IN THE DESTRUCTION OF THE COMBINER BOX AND POSSIBLY ADJACENT EQUIPMENT. REVERSE POLARITY ON AN INVERTER CAN ALSO CAUSE DAMAGE THAT IS NOT COVERED UNDER THE EQUIPMENT WARRANTY.
Record the I-V curve for each string using an I-V curve tracer. Results should be submitted as an MS Excel file generated by the I-V curve tracer. The MS Excel files must be named and organized such that the location of the fuse (i.e. facility name, inverter name/size, combiner box name, fuse and string number) can be conveniently identified and the nomenclature shall match that of the as-built drawings.

Verify open-circuit voltage of each source circuit string is within proper range according to manufacturer’s installation manual and number each string and note string position on as-built drawing. (Record the string voltage for each string using the same nomenclature as used in the as-built drawings in the attached Appendix, provide one attachment per combiner)

Retighten all terminals in the DC String Combiner Box

WIRING TESTS
- Check the AC line voltage(s) at the main AC disconnect and record the voltage here:

- If installation contains additional AC disconnect switches, repeat the voltage check on each switch working from the main service entrance to the inverter AC disconnect switch, closing each switch after the test is made except for the final switch before the inverter (it is possible that the system only has a single AC switch)

- Check an electrical connection between the ground and the conductive surface of the PV modules. Perform test with a multi-meter or 100 mA dc source. If the resistance is less than 1 Ω, then the ground is considered good

- Cable continuity tests shall be performed on all cables in the System and recorded using cable naming nomenclature matching the As-Built drawings. Each cable shall be labeled in the field using the same nomenclature.

- Insulation resistance tests shall be performed on all cables in the System by qualified personnel using appropriate methods and IR values for the cable being tested (not required for PV string wiring) and recorded using cable naming nomenclature matching the As-Built drawings.

INVERTER STARTUP TESTS
- Be sure that the inverter is off before proceeding with this section

- Test the continuity of all DC fuses to be installed in the DC string combiner box, install all string fuses, and close fuse switches in combiner box

- Check open circuit voltage at DC disconnect(s) switch(s) to ensure it is within proper limits according to the manufacturer’s installation manual and record the voltage here:

- If installation contains additional DC disconnect switches, repeat the voltage check on each switch working from the PV array to the inverter DC disconnect switch, closing each switch after the test is made except for the final switch before the inverter (it is possible that the system only has a single DC switch)

- At this point, consult the inverter manual and follow proper startup procedure (all power to the inverter should be off at this time)

- Cross check that the power output shown on the inverter is the same as on the supplied performance meter within a + or – 2% tolerance

Inverter kW ______________
ONSITE MONITORING SYSTEM COMMISSIONING – LOAD SITE INTERVAL METERING
(Go to metering enclosure and CT location for this section)

☐ Check CT’s are orientated in the correct direction and take a picture, the black wire’s from the CT’s should be facing towards the Utility service panel
☐ CT’s manufacturer ____________________________
☐ CT serial numbers A__________ B__________ C__________
☐ Meter manufacturer and serial number (Ex: Shark or ION)

☐ Remove the meter calibration report from the monitoring enclosure for delivery to Owner with this report
☐ Power Factor (PF)__________ (If the Power Factor is negative then one or more of the CT’s are installed backwards)
☐ Watts (W)______________ Hz ____________ Amps __________
☐ Volts L-N A__________ B__________ C__________
☐ Volts L-L A__________ B__________ C__________
☐ If Static IP -- IP Address___________________ Subnet ____________
☐ Gateway_________________
☐ Verify that AC Power of Phase A, B and C are positive and within 2% of each other with the PV system disconnected

ONSITE MONITORING SYSTEM COMMISSIONING - GENERATION METER
(Go to metering enclosure and CT location for this section)

☐ Check CT’s are orientated in the correct direction and take a picture, the black wire’s from the CT’s should be facing towards the Utility service panel
☐ CT’s manufacturer ____________________________
☐ CT serial numbers A__________ B__________ C__________
☐ Meter manufacturer and serial number (Ex: Shark or ION)

☐ Remove the meter calibration report from the monitoring enclosure for delivery to Owner with this report
☐ Power Factor (PF)__________ (If the Power Factor is negative then one or more of the CT’s are installed backwards)
☐ Watts (W)______________ Hz ____________ Amps __________
☐ Volts L-N A__________ B__________ C__________
☐ Volts L-L A__________ B__________ C__________
☐ If Static IP -- IP Address___________________ Subnet ____________
☐ Gateway_________________
☐ Verify that AC Power of Phase A, B and C are positive and within 2% of each other

ONLINE SYSTEM COMMISSIONING Check that the following field devices are communicating and the data feedback is accurate:

☐ Go to http://www.[______________________]
☐ Login to the system provider’s website
☐ Generation Meter - Check kW output of system is accurate
☐ Environment - Check that the feedback from the weather station sensors is accurate
☐ Inverter Monitoring
☐ DC Monitoring
SYSTEM TEST

- Digital Irradiance Meter
- Infrared Thermometer
- PV Module(s) Data Sheet(s)

APPENDIX 1
TO ATTACHMENT F

SYSTEM DATA – COMPLETE ONE FORM FOR EVERY DC STRING COMBINER BOX OR INVERTER

Note: Irradiance must at least measure 500 W/m² during testing

Combiner Box # ________________________________
Combiner box serial number # _____________________
Inverter ______________________________________
Operating Voltage ______________________________

<table>
<thead>
<tr>
<th>String No.</th>
<th>Ω+/–</th>
<th>Ω+/G</th>
<th>Ω−/G</th>
<th>Polarity</th>
<th>V_OC</th>
<th>I</th>
<th>I_SC</th>
<th>T_C</th>
<th>T_A</th>
<th>I_POA</th>
<th>V_OC</th>
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Table Legend
- Ω+/– String Wire Resistance Positive to Negative (ohms)
- Ω+/G String Wire Resistance Positive to Ground (ohms)
- Ω−/G String Wire Resistance Negative to Ground (ohms)
- V_OC Open Circuit Voltage (V)
- I Operating Current (Amp)
- I_SC Short Circuit Current (Amp)
- T_C Cell Temperature (ºC)
- T_A Ambient Temperature (ºC)
- I_POA Irradiance in Plane of Array (W/m²)

*Note: Calculated V_OC and I_SC values must be within 5% of the recorded values.
ATTACHMENT G
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

NOTICE TO PROCEED FOR PRE-CONSTRUCTION TEMPLATE
Date: <DATE>

To: <PROVIDER CONTACT NAME>
   <TITLE>
   <COMPANY>
   <ADDRESS>
   <FAX NUMBER>
   <PHONE NUMBER>
   <EMAIL>

Subject: POWER PURCHASE AGREEMENT

<CONTACT NAME>,

You are hereby authorized to proceed to complete the Conditions Precedent listed in the above referenced Agreement beginning <DATE>. This notice to proceed is not for procurement or construction of the Project. Subject to the terms of the Agreement Documents, the date for completion of the project shall be no later than <DATE>.

Sincerely,

<DISTRICT NAME>
   <TITLE>
   <ENTITY>
   <ADDRESS>
   <FAX NUMBER>
   <PHONE NUMBER>
   <EMAIL>

CC: <CC NAME>
   <TITLE>
   <COMPANY>
   <ADDRESS>
   <FAX NUMBER>
   <PHONE NUMBER>
   <EMAIL>

<MORE CCs IF DESIRED>
ATTACHMENT H
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

NOTICE TO PROCEED TO PROCUREMENT & CONSTRUCTION TEMPLATE
Date: <DATE>

To: <PROVIDER CONTACT NAME>
    <TITLE>
    <COMPANY>
    <ADDRESS>
    <FAX NUMBER>
    <PHONE NUMBER>
    <EMAIL>

Subject: POWER PURCHASE AGREEMENT

<CONTACT NAME>,

You are hereby authorized to proceed to procurement and construction of the above referenced Agreement beginning <DATE>. Subject to the terms of the Agreement Documents, the date for completion of the Project shall be no later than <DATE>.

Sincerely,

<DISTRICT NAME>
    <TITLE>
    <ENTITY>
    <ADDRESS>
    <FAX NUMBER>
    <PHONE NUMBER>
    <EMAIL>

CC: <CC NAME>
    <TITLE>
    <COMPANY>
    <ADDRESS>
    <FAX NUMBER>
    <PHONE NUMBER>
    <EMAIL>

<MORE CCs IF DESIRED>
ATTACHMENT I
TO GENERAL CONDITIONS AND TECHNICAL SPECIFICATIONS

MANUFACTURERS’ WARRANTIES

List of manufacturers’ warranties on a site-by-site basis:

PV Module Manufacturer Warranty

Inverter Manufacturer Warranty

Other Equipment Manufacturer and Solar Facilities Warranties
Exhibit H

Form Performance Bond

[ATTACHED BEHIND THIS COVER PAGE]
KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Vallecitos Water District, (hereinafter referred to as “District”) has awarded to ____________________________, (hereinafter referred to as the “Contractor”) an agreement for ______________________________________________________, (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated ____________, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, ______________________, the undersigned Contractor and ______________________________________ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of ___________________________ DOLLARS, ($____________), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its Board, members of the Board, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District’s rights or the Contractor or Surety’s obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.
Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District’s option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

3. Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District’s objection to Contractor’s further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
IN WITNESS WHEREOF, we have hereunto set our hands and seals this ______ day of 
_________________, 20__.  

(Corporate Seal)  

Contractor/ Principal  

By__________________________  

Title__________________________  

(Corporate Seal)  

Surety  

By ____________________________  

Attorney-in-Fact  

(Attach Attorney-in-Fact Certificate)  

Title__________________________  

The rate of premium on this bond is _____________ per thousand. The total amount of premium 
charges is $_____________________________.  
(The above must be filled in by corporate attorney.)  

THIS IS A REQUIRED FORM  

Any claims under this bond may be addressed to:  

(Name and Address of Surety)  

_________________________________________  

_________________________________________  

(Name and Address of Agent or  
Representative for service of  
process in California, if different  
from above)  

_________________________________________  

(Telephone number of Surety  
and Agent or Representative for  
service of process in California)  

_________________________________________
Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF ______________

On ______________ 20__, before me, ______________________________, Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

☐ Partner(s)
☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.
Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF ______________

On ______________________, 20__, before me, ______________________________, Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

____________________________
Signature of Notary Public

OPTIONAL

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

<table>
<thead>
<tr>
<th>CAPACITY CLAIMED BY SIGNER</th>
<th>DESCRIPTION OF ATTACHED DOCUMENT</th>
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<tbody>
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<td>Individual</td>
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<tr>
<td>Corporate Officer</td>
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<tr>
<td>Partner(s)</td>
<td>Limited</td>
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<tr>
<td>General</td>
<td></td>
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<tr>
<td>Attorney-In-Fact</td>
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<tr>
<td>Trustee(s)</td>
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<td>Guardian/Conservator</td>
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<td>Other:</td>
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<td>Signer is representing:</td>
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<tr>
<td>Name Of Person(s) Or Entity(ies)</td>
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| Signed(s) Other Than Named Above |                          |

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND
Exhibit I

Form Payment Bond

[ATTACHED BEHIND THIS COVER PAGE]
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Vallecitos Water District (hereinafter designated as the “District”), by action taken or a resolution passed _______________, 20____, has awarded to ________________ hereinafter designated as the “Principal,” a contract for the work described as follows: ________________ (the “Project”); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and __________________________ as Surety, are held and firmly bound unto the District in the penal sum of ______________ Dollars ($___________) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to
recover under any such contract or agreement or under the bond, nor by any fraud practiced by
any person other than the claimant seeking to recover on the bond and that this bond be construed
most strongly against the Surety and in favor of all persons for whose benefit such bond is given,
and under no circumstances shall Surety be released from liability to those for whose benefit such
bond has been given, by reason of any breach of contract between the owner or District and
original contractor or on the part of any obligee named in such bond, but the sole conditions of
recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been
paid the full amount of his claim and that Surety does hereby waive notice of any such change,
extension of time, addition, alteration or modification herein mentioned, including but not limited to
the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _______ day of
_________________, 20__.

(Corporate Seal)

Contractor/ Principal

By____________________________

Title____________________________

(Corporate Seal)

Surety

By __________________________

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

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

STATE OF CALIFORNIA
COUNTY OF ______________

On __________________, 20___, before me, ______________________________, Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer
- Partner(s)
- Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title(s)
Title or Type of Document
Number of Pages
Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.
Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF ______________

On __________________, 20__, before me, ______________________________, Notary Public, personally appeared ______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

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☐ Individual
☐ Corporate Officer

☐ Partner(s)
☐ Limited
☐ General

☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

153  Item 2.2
DATE: NOVEMBER 6, 2019
TO: BOARD OF DIRECTORS
SUBJECT: APPROVAL OF A JOINT USE AGREEMENT WITH THE SAN DIEGO COUNTY WATER AUTHORITY AND THE CITY OF ESCONDIDO FOR ACCESS TO DISTRICT FACILITIES AT THE VALLECITOS 2 FLOW CONTROL FACILITY

BACKGROUND:
The District has five existing connections to the San Diego County Water Authority’s (SDCWA’s) infrastructure. One of these connections, the Vallecitos 2 Flow Control Facility, is to SDCWA’s first aqueduct system in Escondido. This connection is within a SDCWA easement on a property north of Rincon Avenue and east of N. Broadway. The property is owned by the City of Escondido.

DISCUSSION:
The SDCWA is currently designing a replacement for the Vallecitos 2 Flow Control Facility, which was constructed in 1958, with a new Vallecitos 11 Flow Control Facility that will have the same capacity (12 cubic feet per second). During the planning process for this project, the SDCWA found that no existing agreements or easements exist that allow the District access and maintenance rights for its 16-inch connection pipeline on the Escondido-owned property. Prior to commencing construction on the new Vallecitos 11 Flow Control Facility, the SDCWA desires to remedy this deficiency.

The District has drafted a Joint Use Agreement with the SDCWA and City of Escondido for legal access and maintenance rights for its Vallecitos 2 Flow Control Facility connection. According to the agreement, the District will obtain rights to access and utilize a 61-square-foot trapezoidal area abutting Rincon Avenue on its southern end and the linkage to the SDCWA’s infrastructure on its northern end. The District’s 16-inch connection pipeline will also be utilized for the new Vallecitos 11 Flow Control Facility, and the access and maintenance rights provided by the Joint Use Agreement will remain unchanged. A separate agreement is currently being drafted for the new Vallecitos 11 Flow Control Facility, and the Joint Use Agreement will be an exhibit in the Vallecitos 11 agreement. The Vallecitos 11 agreement will address the operation and maintenance responsibilities of the actual flow control facility, and staff anticipates this agreement being ready for Board review and approval within a couple of months.

Staff and legal counsel have reviewed the Joint Use Agreement. There is no cost to the District for this Joint Use Agreement acquisition.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve the Joint Use Agreement for its connection facilities to the Vallecitos 2 Flow Control Facility.

ATTACHMENTS:
2 Map Exhibits – 1 Plat & 1 Aerial
1 Joint Use Agreement
APPROVAL OF JOINT USE AGREEMENT WITH THE SAN DIEGO COUNTY WATER AUTHORITY AND THE CITY OF ESCONDIDO FOR ACCESS TO DISTRICT FACILITIES AT THE VALLECITOS 2 FLOW CONTROL FACILITY
APPROVAL OF JOINT USE AGREEMENT WITH THE SAN DIEGO COUNTY WATER AUTHORITY AND THE CITY OF ESCONDIDO FOR ACCESS TO DISTRICT FACILITIES AT THE VALLECITOS 2 FLOW CONTROL FACILITY

Item 3.1
RECORDING REQUESTED BY AND WHEN RECORDED, PLEASE MAIL TO:

San Diego County Water Authority
Engineering Department
4677 Overland Avenue
San Diego, CA 92123-1233

APN: 224-985-51
Water Authority Pipeline & Parcel: P1 P01-195

JOINT USE AGREEMENT # 2018-111
BETWEEN VALLECITOS WATER DISTRICT
AND THE SAN DIEGO COUNTY WATER AUTHORITY

This Joint Use Agreement is made between the San Diego County Water Authority (Water Authority) and Vallecitos Water District (VWD) this ________ day of _________________, 20__, to allow Vallecitos Water District to use the Water Authority's right of way for specified public facilities, with the necessary consent of the City of Escondido (City).

A. City is the owner of the property identified as APN 224-985-51.

B. The Water Authority has an easement for pipeline and other facilities located in, upon, over, under, and across this property acquired by Quitclaim Deed recorded December 19, 1997 as Document 1997-0646794 of the official records of the County of San Diego, attached hereto and incorporated herein by reference “the Water Authority’s Right of Way.”

C. The Water Authority has a capital improvement project, Q0302 Vallecitos Water District 11/Vista Irrigation District 12 Flow Control Facility Rehabilitation, that will replace existing water facilities including a 16-inch-diameter steel pipeline serving VWD.

D. VWD is a public agency/utility that owns or will own the 16-inch-diameter steel pipeline downstream of the cathodic protection isolation joint (VWD’s Pipeline) in the real property subject to the Water Authority’s right of way.

WHEREAS, VWD desires to obtain the Water Authority's consent for the operation and maintenance of VWD’s Pipeline in, over, under, and across Water Authority's right of way as within a joint use area described in Exhibit “A” and as shown on Exhibit “B”, (Joint Use Area);

NOW, THEREFORE, the parties mutually hereby agree as follows:

1. The above recitals herein are incorporated into this agreement.

2. The Water Authority authorizes VWD, subject to consent of the City, and any successor public agency or public utility to operate and maintain VWD’s Pipeline in, over, under, and across the Water Authority’s right of way within the Joint Use Area, under the terms and conditions stated herein.
3. Plans for the subsequent alterations to VWD’s Pipeline, including protection of Water Authority facilities, shall be submitted to the City and Water Authority in advance of construction. No construction by VWD shall occur until the City and Water Authority approve the plans. The Water Authority's approval of the plans may be withheld, as the Water Authority deems reasonably necessary to protect its interests and to minimize impacts on its facilities and operations. The Water Authority agrees to process the plans and approve, conditionally approve, or reject the plans within a reasonable time. Notice of subsequent alterations to VWD’s Pipeline shall be provided to the City and Water Authority two weeks in advance to provide for the scheduling of inspection.

4. Nothing in this Joint Use Agreement shall be construed to diminish any of the Water Authority’s property rights. This Joint Use Agreement is in the nature of a license and the Water Authority’s right of way shall remain and continue in full force and effect and shall in no way be affected by the Water Authority’s consent contained herein. The Water Authority may terminate the license upon determination that the license or uses authorized by this Agreement are incompatible with Water Authority’s uses of the Joint Use Area.

5. VWD agrees not to interrupt the use or operation of Water Authority's facilities.

6. VWD shall, at its sole expense, remove and replace, rearrange, or relocate VWD’s Pipeline as may be necessary for the Water Authority’s use and enjoyment of its easement and right of way. Except in the event of an emergency, the Water Authority agrees to provide VWD written notice to remove and replace, rearrange, or relocate VWD’s Pipeline. Upon receipt of the notice by VWD the parties shall meet within 30 days, or such time as mutually agreed upon, to develop a plan to incorporate the removal, replacement, rearrangement, or relocation of VWD’s Pipeline as part of the Water Authority’s project; or, alternatively, to develop a separate plan for the removal, replacement, rearrangement, or relocation of VWD’s Pipeline under a mutually agreeable time-frame. Absent exigent circumstances, the parties shall mutually agree in writing to a plan and schedule for the removal, replacement, rearrangement, or relocation not less than 60 days after the Water Authority’s written notice. Plans for removal and replacement, rearranging, or relocation of VWD’s Pipeline shall be subject to paragraph 3, above, however, no time shall be charged against VWD for that period of time the plans are pending the Water Authority’s review. In the event of an emergency affecting the public health, safety, or welfare, as determined by the Water Authority, or VWD’s failure to remove and replace, rearrange, or relocate VWD’s Pipeline within the time and schedule mutually agreed upon, then the Water Authority may remove VWD’s Pipeline without obligation to VWD, at their expense. This Agreement shall continue to apply when VWD’s Pipeline is replaced, rearranged, or relocated pursuant to this paragraph.

7. This Agreement shall run with the land and be binding upon both parties, its representatives, agents, successors, and assigns.

8. The Water Authority has certain property interests as provided in Exhibit “A”, and may not assign any of those rights without the express consent of the City. City consents to the use as strictly provided herein under the terms and conditions of this agreement. The parties understand and agree that this Agreement grants the consent of the Water Authority and the consent of the City of Escondido for the activities identified under the terms and conditions stated herein to be situated within the Joint Use Area.
9. VWD shall save, indemnify, and hold harmless the Water Authority against any liability, loss, cost, damage, and expense caused by or arising from (i) an act(s) or omission(s) of VWD, its employees, agents, contractors, successors and assigns or (ii) the location and existence of VWD’s Pipeline, whether defective or otherwise; including, but not limited to any such loss, cost, damage, liability, and expense arising from damage to or destruction of real and personal property or injury to or death of any person; provided, however, that VWD’s duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the Water Authority, its agents, officers, or employees. VWD shall also hold harmless the Water Authority against damage to or destruction of VWD’s Pipeline caused by an act(s) of a third party(s). If the Water Authority removes the VWD’s Pipeline pursuant to paragraph 6, VWD agrees to release and waive any responsibility or claim against the Water Authority on account of removal completed pursuant to paragraph 6.

10. VWD and the Water Authority shall save, indemnify, and hold harmless the City against any liability, loss, cost, damage, and expense caused by or arising from (i) an act(s) or omission(s) of VWD and the Water Authority, or their employees, agents, contractors, successors, and assigns; (ii) the location and existence of VWD’s Pipeline, whether defective or otherwise; including, but not limited to any such loss, cost, damage, liability, and expense arising from damage to or destruction of real and personal property or injury to or death of any person; provided, however, that VWD’s and the Water Authority’s duty to indemnify and hold harmless shall not include any claims or liability arising from established sole negligence or willful misconduct of the City, its agents, officers, or employees. VWD and the Water Authority shall also hold harmless the City against damage to or destruction of VWD’s Pipeline caused by an act(s) of a third party(s).

11. VWD’s Pipeline shall be maintained in a safe and sanitary condition at the sole cost, risk, and responsibility of VWD and their successors in interest without exception, including but not limited to any damages to VWD’s Pipeline caused by the Water Authority’s maintenance or construction activities.

12. Any notice required, permitted, or contemplated under this Agreement shall be deemed given when actually delivered or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

TO WATER AUTHORITY: San Diego County Water Authority Engineering Department 4677 Overland Avenue San Diego, CA 92123

TO PUBLIC AGENCY/UTILITY: Vallecitos Water District 201 Vallecitos De Oro San Marcos CA 92069

TO PROPERTY OWNER: City of Escondido Real Property Manager 201 N. Broadway Escondido, CA 92025

(SIGNATURES ON FOLLOWING PAGE)
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by a duly authorized officer on the day and year first above written.

SAN DIEGO COUNTY WATER AUTHORITY:

By: ____________________________  Dated: ____________ (Notarization Required)
   W. John Kross
   Right of Way Manager

VALLECITOS WATER DISTRICT:

By: ____________________________  Dated: ____________ (Notarization Required)
   Glenn Pruim
   General Manager

Concurrence by:
CITY OF ESCONDIDO:

By: ____________________________  Dated: ____________ (Notarization Required)
   Vincent McCaw
   Real Property Manager
THAT PORTION OF LOT 40 OF ESCONDIDO TRACT NO. 583R-A, IN THE CITY OF ESCONDIDO, COUNTY OF SAN DIEGO, ACCORDING TO MAP THEREOF NO. 11384, FILED IN THE OFFICE OF THE COUNTY RECORDER, DECEMBER 6, 1985 AS FILE NO. 85-461310, BEING A 7.40 FOOT WIDE STRIP OF LAND LYING 5.00 FEET WESTERLY AND 2.40 FEET EASTERLY, MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 40 PER MAP 11384, POINT BEING THE EASTERN END OF A 20 FOOT RADIUS CURVE CONCAVED NORTHEASTERLY; THENCE TANGENT TO SAID 20 FOOT RADIUS CURVE, NORTH 56°02'44" EAST 76.95 FEET (NORTH 55°36'00" EAST PER MAP 11384) ALONG THE SOUTHEASTERLY LINE OF SAID LOT 40 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 08°05'50" WEST 7.58 FEET TO THE TERMINUS OF THE SAID CENTER LINE.

THE EASTERN AND WESTERN LINES OF THE PREVIOUSLY DESCRIBED STRIP SHALL TERMINATE SOUTHERLY AT THE SOUTHEASTERLY LINE OF SAID LOT 40, ALL AS SHOWN ON THE ATTACHED EXHIBIT "B".

CONTAINING 61 S.F. MORE OR LESS

MARVIN J. SYLAKOWSKI, PLS 6998 DATE
EXPIRATION 9/30/19

Q0302
MJS 4/30/19
**EXHIBIT "B"**

**JOINT USE AREA**

**ENCUMBRANCE DATA FOR ASSESSORS PARCEL NO. 224-985-51**  
PRELIMINARY TITLE REPORT PREPARED BY Fidelity National Title Company  
NO. 997-23040595-PP2  
DATE: DECEMBER 19, 2013

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<td>BK. 4103 PG. 132</td>
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<td>United States of America - Pipelines and Right of Way</td>
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<td>BK. 3555 PG. 319</td>
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<td>85-461310</td>
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<td>85-461311</td>
<td>12/6/85</td>
<td>City of Escondido - Tree Planting</td>
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<td>9***</td>
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<td>2/6/86</td>
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<td>City of Escondido - Tree Planting</td>
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<td>11***</td>
<td>86-135813</td>
<td>4/8/86</td>
<td>Parwood Landscape - Terms and conditions</td>
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<td>86-571882</td>
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<td>Vista Irrigation District - Right of Way</td>
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* DOCUMENT SUPERSEDED BY BK. 4868, PG. 168 REC. 12/12/57  
  DOC. 85-402430 REC. 10/28/85  
  DOC. 1997-0646794 REC. 12/19/97

**SUPERSEDED - SEE ITEM 12**  
***NOT PLOTTED - DOES NOT AFFECT EASEMENT AREA**

---

**VALLECITOS WATER DISTRICT**

DATE: 4/30/2019

APN 224-985-51

JOINT USE AREA

CITY OF ESCONDIDO

PORTION OF LOT 40 OF TRACT NO. 583R-A

DRAWN BY: L. WILLIAMS

VWD NO.

VWD CK.

Item 3.1
DATE: NOVEMBER 6, 2019
TO: BOARD OF DIRECTORS
SUBJECT: AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR THE MONTIEL LIFT STATION AND FORCemain REPLACEMENT PROJECT

BACKGROUND:
The District’s Montiel Lift Station pumps wastewater collected from the Montiel sewershed through a 6-inch force main to a gravity sewer heading west through the Nordahl Shopping Center at the intersection of Nordahl Road and Montiel Road. Several system deficiencies have been identified with this current infrastructure:

- The Montiel Lift Station was constructed in 1985 as a temporary facility that was intended to be in operation for less than 5 years. The lift station has exceeded its useful life expectancy and requires replacement. The District’s 2018 Master Plan identifies replacement of this lift station at a cost of $1.5 million.
- The 6-inch force main serving the Montiel Lift Station is in danger of failing and is in severe need of replacement. Staff has estimated the force main’s replacement cost at $800,000.
- The existing 8-inch gravity sewer that transports wastewater from the 6-inch force main through the Nordahl Shopping Center is undersized and cannot serve additional development in the Montiel sewershed without enlargement. The District’s 2018 Master Plan identifies upsizing of this pipeline at a cost of $2.1 million.

Staff had previously identified an alternative to the above-mentioned infrastructure improvements. In the early 2000’s, the District and the City of Escondido evaluated the possibility of eliminating the Montiel Lift Station and piping the sewer to the City of Escondido. The Montiel Gravity Outfall project evaluated the design of approximately 1,000 feet of new gravity sewer main underneath State Route 78 from the Montiel Lift Station to Mission Road. This would effectively reroute the sewer that is currently pumped from the Montiel Lift Station to the City of Escondido’s wastewater system in Mission Road just east of Nordahl Road.

This approach was not endorsed by the City of Escondido, which ultimately did not agree to accept the additional sewer flows. The existing Montiel Lift Station and forcemain will require replacement.

DISCUSSION:
On July 17, 2019, the District submitted a Request for Proposals to five local engineering firms in San Diego County. These firms were asked to present their experience in designing wastewater projects of comparative scope to the Montiel Lift Station and Forcemain Replacement Project. The five firms that staff requested proposals from included:

- Michael Baker International, Inc. (MBI)
- Infrastructure Engineering Corporation (IEC)
- Gannett Fleming (formerly KEH & Associates)
- Nolte Vertical Five (NV5)
- Kleinfelder
On August 16, 2019, staff received proposals from four of the firms (IEC, Gannett Fleming, MBI, and Kleinfelder). Staff reviewed the proposals, contacted the firms' listed references, and rated each firm based on their experience on similar projects, how well they addressed the proposal requirements, their approach to this project, and their fee and schedule. MBI was selected as the most qualified consultant.

On October 7, 2019, staff met with MBI to discuss their proposed Scope of Services. A few adjustments were made to the proposed services, including additional survey mapping scope of work to include the Nordahl Shopping Center gravity sewer corridor. Analysis of the existing Nordahl Shopping Center downstream gravity sewer system will be included. The project will evaluate the feasibility of extending the limits of the Montiel Forcemain which could reduce future capital expenditure in the replacement of the downstream gravity sewer system, as identified in the 2018 Master Plan.

The Scope of Services and Fees were revised and finalized. The not-to-exceed fee is $522,172.00.

**FISCAL IMPACT:**
This project is identified in the District’s fiscal year 2019/2020 budget. The approved Capital budget amount is $2,815,000. Funding for the Montiel Lift Station and Forcemain Replacement Project will come from the Sewer Replacement and Capacity Funds.

The project budget is as follows:

<table>
<thead>
<tr>
<th>Budget</th>
<th>$2,815,000.00</th>
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</thead>
<tbody>
<tr>
<td>Planning and Design Services</td>
<td>$ 522,172.00</td>
</tr>
<tr>
<td>Construction</td>
<td>$2,150,000.00</td>
</tr>
<tr>
<td>Staff and Other Services</td>
<td>$ 42,828.00</td>
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<tr>
<td>Overhead/Materials</td>
<td>$ 100,000.00</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$2,815,000.00</strong></td>
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**RECOMMENDATION:**
Authorize the General Manager to enter into a professional engineering services agreement with Michael Baker International, Inc. in the amount of $522,172.00 for design, bid, and engineering services during construction for the Montiel Lift Station and Forcemain Replacement Project.

**ATTACHMENTS**
Plat and aerial exhibit
AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR THE MONTIEL LIFT STATION & FORCEMAIN REPLACEMENT

LEGEND:
- EXIST. SEWER MAIN

Item 3.2
AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR THE MONTIEL LIFT STATION & FORCEMAIN REPLACEMENT

LEGEND:
- EXIST. SEWER MAIN

Item 3.2
DATE: NOVEMBER 6, 2019
TO: BOARD OF DIRECTORS
SUBJECT: CONSTRUCTION CONTRACT AWARD FOR LAWRENCE WELK COURT WATER LINE REPLACEMENT

BACKGROUND:
A 12-inch concrete mortar lined and coated (CML&C) steel pipe was installed in 1976 in a 30' wide District easement under the Lawrence Welk Court Road. On September 9, 2018 staff responded to a break at Lawrence Welk Court, conducted exploratory excavation to locate the break and encountered boulders at a depth of 4-Ft. Staff pushed the limits of their equipment and dug around the boulders to a 12-Ft depth and could not locate the pipe. Further investigation found the depth of the pipeline was 20-Ft below the roadway. Due to the depth, soil conditions, and difficult location of the pipeline in Lawrence Welk Court, the pipe failure cannot be easily located and repaired. A temporary highline was installed to place a resident back in water service and the highline remains in service. A plan and budget to relocate and realign the alignment was made for the 2019/2020 fiscal year.

District Staff prepared the design, bid documents, and performed internal quality management.

On October 17, 2019 staff invited four contractors to the jobsite and conducted a pre-bid meeting. On October 29, 2019 at 2:00 p.m. District staff received and opened bids from four contractors with bid results as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
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<tbody>
<tr>
<td>Southland Paving</td>
<td>$144,975</td>
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<tr>
<td>Charles King Company</td>
<td>$162,795</td>
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<tr>
<td>Cass Construction</td>
<td>$169,280</td>
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<tr>
<td>Orion Construction Corp.</td>
<td>$243,300</td>
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</table>

DISCUSSION:
Staff and Counsel completed the evaluation of qualifications and determined Southland Paving Inc. was the lowest responsive, responsible bidder.

Staff will perform construction management and inspection services for the project. Special inspections, material testing, and soils services shall be performed by Christian Wheeler Engineering.
FISCAL IMPACT:
The total estimated cost and budget summary are as follows:

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<th>Description</th>
<th>Amount</th>
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<tr>
<td>Construction</td>
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<td>Staff &amp; Overhead: Planning and Designing</td>
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<td>Budget Surplus</td>
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RECOMMENDATION:
Authorize the General Manager to execute a construction contract with Southland Paving Inc. in the amount of $144,975 subject to provisions of the Lawrence Welk Court Waterline Replacement Agreement and General Conditions.

ATTACHMENTS:
Plat and Aerial Exhibit
CONSTRUCTION CONTRACT AWARD FOR LAWRENCE WELK CT WATERLINE REPLACEMENT

AREA OF WORK

EXISTING 8" DIP

EXISTING 12" CML&C STEEL PIPE

NEW 8" PVC

LOCATION OF EXISTING BREAK

SEE INSERT

NEW 8" PVC

LOCATION OF EXISTING BREAK

INSERT

Item 3.3
VWD Director's Compensation for Jul - Sep 2019  
Payments from EWA (Encina Wastewater Authority)

<table>
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<th>INVOICE NET</th>
<th>DESCRIPTION</th>
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Meetings Only $1,272.05

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Meetings Only $1,705.68
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**TOTALS (1)**

109 | $20,877.73 | $12,370.07 | $7,545.00 | $1,268.89 | $164.30 | $262.16 | $42,488.15 |

(1) Includes both expenses paid directly by the Agencies and reimbursements of expenses paid by Board members. Presented in accordance with ordinance number 194, effective 5/17/2015. (Board per Diem, $200/meeting)

* As of 3rd Qtr 2019 - EWA meetings are $213.21 each - VWD payment differential no longer applies

** SDCWA only required to publish report for Boardmember payments once per year. Fiscal Year End, June 30th