



CAMERON PARK COMMUNITY SERVICES DISTRICT

2502 Country Club Drive
Cameron Park, CA 95682
(530) 677-2231 Phone
(530) 677-2201 Fax
www.cameronpark.org

AGENDA

Regular Board of Directors Meetings are held
Third Wednesday of the Month

REGULAR BOARD MEETING
Wednesday, November 18, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/84835928523>

Meeting ID: 848 3592 8523

(Teleconference/Electronic Meeting Protocols are attached)

The Board will convene into Closed Session after Board Information Items.

Board Members

Monique Scobey	President
Eric Aiston	Vice President
Felicity Carlson	Board Member
Ellie Wooten	Board Member
Holly Morrison	Board Member

AGENDA

CALL TO ORDER

1. Roll Call
 2. Pledge of Allegiance
-

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Board; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Board. The Board reserves the right to waive said rules by a majority vote.

ADOPTION OF THE AGENDA

The Board will make any necessary additions, deletions, or corrections to the Agenda and motion to adopt the Agenda.

3. Adopt the Agenda
-

RECOGNITIONS AND PRESENTATIONS

Board of Directors expresses appreciation to members of the community, District staff, or the Board for extra efforts as volunteers, committee members or community-minded citizens.

Lisa Howard - Citizen's Climate Lobby, Roseville Chapter

Director Holly Morrison – Recognition of Service to the Cameron Park Community Services District

OPEN FORUM FOR NON-AGENDA ITEMS

Members of the public may speak on any item not on the agenda that falls within the jurisdiction of the Board of Directors.

APPROVAL OF CONSENT AGENDA

The following Consent Agenda items are considered routine and will be acted upon by the Board without discussion with one vote. Any item may be removed from the Consent Agenda by a Board member or a member of the audience and placed under General Business #9 to be discussed and acted upon individually.

4. Conformed Agenda – Board of Directors Meeting October 21, 2020
 5. Conformed Agenda – Solar Energy Ad Hoc Committee Meeting October 15, 2020
 6. General Manager's Report
 7. **APPROVE** Vendor Selection 49er Communication for Radios Funded by Volunteer Fire Assistance Grant
-

AGENDA

8. **APPROVE** Resolution 2020-26 to Request Park Development Impact Fees to Fund Improvements at Cameron Park Lake - Proposed Splash & Spray Playground Project
 9. **APPROVE** Vendor Selection Delta Blue Grass Co. for Sports Field Rehabilitation Project at Christa McAuliffe, David West, and Rasmussen Parks
-

GENERAL BUSINESS

For purposes of the Brown Act §54954.2 (a), items below provide a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.

10. Items removed from the Consent Agenda for discussion
 11. **APPROVE** the Continuation of Negotiations for a Power Purchase Agreement with Sunworks; **APPROVE** Resolution 2020-27 to Approve An Amendment to the Agreement Between Cameron Park Community Services District and ARC Alternatives; **RECEIVE AND FILE** Solar Energy Ad Hoc Committee Report-Out
 12. **RECEIVE AND FILE** Fiscal Year 2020-2021 First Quarter Financial Status Report
-

BOARD INFORMATION ITEMS

At this time, the Board and staff are provided the opportunity to speak on various issues. Direction by the President may be given; however, no action may be taken unless the Board agrees to include the matter on a subsequent agenda.

13. General Matters to/from Board Members and Staff
 - Upcoming Trainings & Community Meetings
 - Special District Leadership Academy
 - Virtual Module 1: Governance Foundations – Tuesday, December 8th & Wednesday, December 9th from 9am-12pm each day
 - Webinar: Required Ethics Compliance Training AB1234 – Wednesday, November 18th 10am-12pm
 - 2021 SDRMA Spring Education Day (Sacramento) – Tuesday, March 23, 2021
14. Local Area Formation Commission (LAFCO)
15. Committee Reports
 - a. Budget & Administration
 - b. Covenants, Conditions & Restrictions (CC&R)
 - c. Fire & Emergency Services
 - d. Parks & Recreation

AGENDA

PUBLIC COMMENT

At this time, members of the public may speak on any closed session agenda item. Closed sessions may be called as necessary for personnel, litigation, and labor relations or to meet the negotiator prior to the purchase, sale, exchange, or lease of real property. Members of the public may address the Board prior to closing the meeting.

CONVENE TO CLOSED SESSION

The Board will recess to closed session to discuss the following item(s):

Pursuant to California Government Code §54957(B)(1)

Consider the appointment employment, or performance, discipline or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.

Unrepresented Employee of the District – General Manager

RECONVENE TO OPEN SESSION AND REPORT OUT OF CLOSED SESSION

Pursuant to Government Code §54957.1, the legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention of every member present thereon.

ADJOURNMENT

Please contact the District office at (530) 677-2231 or admin@cameronpark.org if you require public documents in alternate formats or accommodation during public meetings. For the public's information, we are taking email requests at admin@cameronpark.org for future notification of Cameron Park Community Services District meetings.



Teleconference/Electronic Meeting Protocols

Cameron Park Community Services District

(Effective April 2, 2020)

WHEREAS, on March 4, 2020, Governor Newsome proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, March 17, 2020, Governor Newsome issued Executive Order N-29-20 suspending parts of the Brown Act that required in-person attendance of Board members and citizens at public meetings; and

WHEREAS, on March 19, 2020, Governor Newsome issued Executive Order N-33-20 directing most individuals to shelter at home or at their place of residence.

NOW, THEREFORE, the Cameron Park Community Services District will implement the following protocols for its Board and committee meetings.

The guidance below provides useful information for accessing Cameron Park Community Services District (“District”) meetings remotely and establishing protocols for productive meetings.

BOARD AND COMMITTEE MEMBERS:

- **Attendance.** Board and Committee Members should attend District meetings remotely from their homes, offices, or an alternative off-site location. As per the Governor’s updated Executive Order N-29-20, there is no longer a requirement to post agendas at or identify the address of these locations.
- **Agendas.** Agenda packages will be made available on the District’s website. They will also be sent by email to all Board and Committee Members. Note that under the circumstances, District staff may not be able to send paper packets.
- **Board and Committee Member Participation.** Meeting Chair(s) will recognize individual Board and Committee Members and unmute their device so that comments may be heard or will read comments if they are provided in writing only.

PUBLIC PARTICIPATION:

- **Attendance.** The District’s office will remain closed to the public until further notice. Members of the public will be able to hear and/or see public meetings via phone, computer, or smart device. Information about how to observe the meeting is listed on the agenda of each meeting.
- **Agendas.** Agendas will be made available on the District’s website and to any members of the public who have a standing request, as provided for in the Brown Act.
- **Public Participation.** The public can observe and participate in a meeting as follows:
 - **How to Observe the Meeting:**
 - **Telephone:** Listen to the meeting live by calling Zoom at (669) 900-6833 or (346) 248 7799. Enter the Meeting ID# listed at the top of the applicable Board or Committee agenda followed by the pound (#) key. More phone numbers can be found on Zoom’s website at <https://us04web.zoom.us/j/91011222222> if the line is busy.
 - **Computer:** Watch the live streaming of the meeting from a computer by navigating to the link listed at the top of the applicable Board or Committee agenda using a computer with internet access that meets Zoom’s system requirements (<https://support.zoom.us/hc/en-us/articles/201362023-System-Requirements-for-PC-Mac-and-Linux>)
 - **Mobile:** Log in through the Zoom mobile app on a smartphone and enter the Meeting ID# listed at the top of the applicable Board or Committee agenda.
 - **How to Submit Public Comments:**
 - **Before the Meeting:** Please email your comments to admin@cameronpark.org, with “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (not to exceed 3 minutes at staff’s cadence), prominently write “Read Aloud at Meeting” at the top of the email. Emails running longer than the time limit will not be finished. All comments received at least 2 hours prior to the meeting on the day the meeting will be held, will be included as an agenda supplement on the District’s website

under the relevant meeting date, and provided to the Directors/Committee Members at the meeting. Comments received after that time will be treated as contemporaneous comments.

- **Contemporaneous Comments:** During the meeting, the Board President/Committee Chair or designee will announce the opportunity to make public comments. If you would like to make a comment during this time, you may do so by clicking the “raise hand” button. You will be addressed and un-muted when it is your turn to speak (not to exceed the 3 minute public comment time limit).

FOR ALL PARTICIPANTS:

- **Get Connected:** Please download Zoom application for your device and familiarize yourself with how to utilize this tool. There is no cost for using the application.
- **Ensure Quiet.** All audience members will be muted during the meeting until they are addressed by the Board/Committee as their time to speak. Please make every effort to find a location with limited ambient noise. Please turn off the ringer on your phone and other notification sounds on your devices to reduce interruptions.

We anticipate that this process of moving to remote meetings will likely include some challenges. Please bear with us as we navigate this process.



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CONFORMED AGENDA

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Third Wednesday of the Month

REGULAR BOARD MEETING
Wednesday, October 21, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/82634091876>

Meeting ID: 826 3409 1876

(Teleconference/Electronic Meeting Protocols are attached)

The Board will convene into Closed Session after Board Information Items.

Board Members

Monique Scobey	President
Eric Aiston	Vice President
Felicity Carlson	Board Member
Ellie Wooten	Board Member
Holly Morrison	Board Member

CONFORMED AGENDA

CALL TO ORDER – 6:31pm

1. Roll Call – MS/EA/FC/HM (EW was absent)
 2. Pledge of Allegiance
-

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ADOPTION OF THE AGENDA

The Board will make any necessary additions, deletions, or corrections to the Agenda and motion to adopt the Agenda.

3. Adopt the Agenda

Motion to adopt the Agenda with the following correction:

Remove Item #2 under closed session (General Manager Evaluation)

EA/FC – Motion Passed

Ayes – MS, EA, FC, HM

Noes – None

Absent – EW

Abstain – None

RECOGNITIONS AND PRESENTATIONS

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OPEN FORUM FOR NON-AGENDA ITEMS

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CONFORMED AGENDA

APPROVAL OF CONSENT AGENDA

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4. Conformed Agenda – Board of Directors Meeting September 16, 2020
5. Conformed Agenda – Board of Directors Special Meeting October 8, 2020
6. General Manager’s Report
7. **APPROVE** Appointment of Director Scobey as Alternate Member to El Dorado Solid Waste Advisory Committee (J. Ritzman)
8. **APPROVE** General Manager Contract Extension (J. Epperson)

Motion to adopt the Consent Agenda.

FC/EA – Motion Passed

Ayes – MS, EA, FC, HM

Noes – None

Absent – EW

Abstain – None

GENERAL BUSINESS

For purposes of the Brown Act §54954.2 (a), items below provide a brief description of each item of business to be transacted or discussed. Recommendations of the staff, as shown, do not prevent the Board from taking other action.

9. Items removed from the Consent Agenda for discussion
10. **PUBLIC HEARING - APPROVE** Resolution 2020-25 Approving El Dorado Disposal/Waste Connections Rate Adjustment for County Solid Waste Surcharge (J. Ritzman)

Motion to adopt the Approve Resolution 2020-25 Approving El Dorado Disposal/Waste Connections Rate Adjustment for County Solid Waste Surcharge.

FC/HM – Motion Passed

Ayes – MS, EA, FC, HM

Noes – None

Absent – EW

Abstain – None

CONFORMED AGENDA

BOARD INFORMATION ITEMS

At this time, the Board and staff are provided the opportunity to speak on various issues. Direction by the President may be given; however, no action may be taken unless the Board agrees to include the matter on a subsequent agenda.

11. General Matters to/from Board Members and Staff

- Upcoming Trainings & Community Meetings
 - Special District Leadership Academy
 - Virtual Module 4: Board's Role in HR – Wednesday, November 4th & Thursday, November 5th from 9am-12pm each day
 - Virtual Module 1: Governance Foundations – Tuesday, December 8th & Wednesday, December 9th from 9am-12pm each day
 - Webinar: Required Ethics Compliance Training AB1234 – Wednesday, November 18th 10am-12pm
 - 2021 SDRMA Spring Education Day (Sacramento) – Tuesday, March 23, 2021

JR – Community Center will not be re-opening due to County guidelines; Halloween events will be re-organized to comply; Community Center will be a Voting Center from October 31-November 2.

FC – Asked for update on public comment regarding Fire Ordinance at Fire Committee; Soroptimists are accepting applications for cash awards for women pursuing a degree until November 15th.

HM – Pleased to see Community Center lights updated; participated in SDLA training; asked about staff reductions due to Community Center continued closure.

EA – Commended Fire Dept for hard work on recent fire; reminded Board and community members that there is a ballot drop box at the CP Library; disappointed and frustrated with the County COVID guidelines and encouraged Board Members to provide input to County to reconsider guidelines.

MS – Glad to see Board Members at SDLA training; thanked Board Clerk for the push to do training; thanked Recreation Department for effort re-organizing due to changes with COVID.

Fire Dept – Provided update on vegetation fire at Hwy 50 and Cameron Park Drive; Weed Abatement staff worked hard in the spring to enforce Weed Abatement Ordinance.

12. Local Area Formation Commission (LAFCO)

- *Continued to review MSRs; brought forward policy for required notice for amending SOI for EID; Executive Director evaluation.*

CONFORMED AGENDA

13. Committee Reports

- a. Budget & Administration
- b. Covenants, Conditions & Restrictions (CC&R)
- c. Fire & Emergency Services
- d. Parks & Recreation
- e. Solar Energy Ad Hoc

Motion to allow public comment for Item #11 for this Board Meeting only.

EA/HM – Motion Passed

Ayes – MS, EA, FC, HM

Noes – None

Absent – EW

Abstain – None

PUBLIC COMMENT

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CONVENE TO CLOSED SESSION

The Board will recess to closed session to discuss the following item(s):

1. "Labor Negotiations" Government Code §54957.6

- ~~2. Pursuant to California Government Code §54957(B)(1)~~

~~Consider the appointment, employment, or performance, discipline or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.~~

~~— Unrepresented Employee of the District — General Manager~~

RECONVENE TO OPEN SESSION AND REPORT OUT OF CLOSED SESSION

Pursuant to Government Code §54957.1, the legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention of every member present thereon.

- *The Board discussed in closed session the item agenda for closed session and direction was given to staff.*

CONFORMED AGENDA

ADJOURNMENT – 8:56pm

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Solar Energy Ad Hoc Committee
Thursday, October 15, 2020
5:00 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/84574914688>

Meeting ID: 845 7491 4688

(Teleconference/Electronic Meeting Protocols are attached)

Conformed Agenda

Members: Chair Steve Thames (ST), Glenn Rambach (GR),
Director Monique Scobey (MS), Director Eric Aiston (EA), Dan Enright (DE)
Staff: General Manager Jill Ritzman, Parks Superintendent Mike Grassle

CALL TO ORDER – 5:05pm

ROLL CALL – ST/MS/EA/GR

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

ADOPTION OF AGENDA - Approved

APPROVAL OF CONFORMED AGENDA - Approved

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

1. Review and Discuss Outcome of Solicitation of Solar Energy Vendor, and Options for Financing Construction and Operations - Continued (ARC Alternatives)

- *Continued Review and Discussion of Outcome of Solicitation of Solar Energy Vendor, and Options for Financing Construction and Operations. Majority recommendation to pursue contract to move to the Board in November. GM to ask Board for additional funding to negotiate contract.*

2. Staff Updates

3. Future Meeting Calendar

4. Items for Next & Future Committee Agendas

5. Items to Take to the Board of Directors

- *Extend Agreement with ARC to refine Solar Energy Ad Hoc Committee Recommendations.*

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT – 7:31pm



Agenda Transmittal

DATE: November 18, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #6: GENERAL MANAGER'S REPORT

RECOMMENDED ACTION: RECEIVE AND FILE

The Community Center was busy in the past few weeks, used by other organizations to provide essential services. Per the District's agreement with PG&E, the Community Center was activated for several days as a Community Resource Center during the Public Safety Power Shutoffs in October. Forty-eight county residents were served at the Center by PG&E staff. The Community Center also served as one of the County's Voting Centers, and proved to be the busiest in the County. CAL FIRE will be using the Community Center for essential training for first responders in early 2021. PG&E and CAL FIRE will be paying facility use fees.

Since June, Placer Food Bank, in cooperation with the District, Cameron Park Library, and County Senior Nutrition, have distributed food and diaper boxes monthly to residents of Cameron Park from the Cameron Park Library and Community Center parking lot. The number of people have doubled from 232 in June to 530 in October.

I met with El Dorado Disposal's Sustainability Coordinator to discuss implementation of Senate Bill 1383 - Short-Lived Climate Pollutants, Methane Emissions, Dairy and Livestock, Organic Waste, Landfills (SB 1383). The organic waste section of the bill will change the way residents dispose of food waste. A pilot program in a few Cameron Park neighborhoods will be implemented to ensure a successful launch for all Cameron Park residents.

In October, staff submitted an initial application for \$12,270 to Federal Emergency Management Agency (FEMA) for COVID related costs from the beginning of the

pandemic through August. A secondary application will be submitted before the end of the year. CARES funding of \$6,776 has also been received.

El Dorado Hills Community Services District is updating their Parks and Facilities Master Plan. I participated in a virtual community meeting with residents and other agencies.

I met with the District's grant writer to identify likely competitive grants and discuss next steps for an application. Staff is working on several grants at the present time, including Prop 68 Per Capita grant, Prop 68 Statewide Park Improvement competitive grant, and Park Development Impact Fees request to the County.

BHI Consulting Group executed an agreement with the District to provide consulting services for a District Strategic Plan, including the development of a Vision and Values statement, and an update of the current Mission statement. Work will begin in December.

Board Member-elect Sidney Bazett and I had a kick-off meeting to discuss the District and his new role as a Board Member. Training opportunities were outlined. Sidney is now meeting with staff that lead the District's departments.

Typically during the months of November and December, staff is reviewing District facility use and service fees and proposing adjustment to the Board of Directors for consideration. Due to COVID and the reduced services at the District, staff will postpone this review to later in 2021.

Recreation Department

District Recreation staff and County Public Health staff have increased their communications in the last month, which is providing clearer guidelines and direction for our programs and services. The Community Center will not be re-opening for public meetings or community gatherings. In-person activities can only take place outside or virtually. Special events must have prior approval of the County Public Health Office. Fitness programs and youth team sports may continue in the gym, pool, and sports fields.

The Trail of Treats event was moved to the Airpark (THANK YOU Airpark!) to meet State guidelines. 148 children were served at 15 stations in this drive-thru event.

Additional holiday events are being planned, and a request will be sent to the County for their consideration. The Annual Christmas Craft Fair has gone virtual; a link is provided on the District website.

Parks & Facilities Department

Fence installation at Bonanza Park/Disc Golf Course is in full swing. Staff is expanding on its use of technology to organize workload in the department. New software, MaintainX, was purchased that will organize work orders and fixed assets through the use of an app on cell phones. Staff had a positive meeting with sports field user groups to seek the required 20% local matching funds for the Proposition 68 Per Capita grant. State updated its guidelines for playgrounds in recent weeks, which has onerous requirements. After consultation with our liability insurer Special District Risk Management Authority, the playgrounds will be posted as “closed.”

Fire Department

On November 18, the Fire Training Tower project will be presented to the El Dorado County Zoning Administrator for consideration. Staff will participate in the meeting. With cooler and wetter weather, California Climate Investment Grant funded fuel reduction projects will begin for the winter season. Their first project will be at Royal Oaks Park. The Fire Chief is working with the County to have department personnel tested regularly for COVID, and is also working with Marshall Medical Center to see if testing can occur for the COVID antibodies.

CC&R Office

Architectural Review applications are lessening after a very busy summer season. Staff met with the Airport Manager and Board President to discuss how the District and the Airpark can work together more closely. Staff investigated a CC&R Committee inquiry about generator noise, and found no restrictions in the CC&Rs.

A multi-family development is proposed off Mira Loma within the CC&R, Cameron Woods #1. The initial CC&R for Cameron Woods #1 states only single family residential development is allowed. The County is investigating our question about restrictions in the CC&R language and additional historical documents. An updated CC&R may have been executed.

Finance/HR Department

Staff is scheduled to close Fiscal Year 2019-2020 in November, and is hoping to schedule an audit before the Christmas holiday break. With year-end close information, staff can analyze how COVID has impacted the District's finances and propose next steps to address any financial deficiencies. Board members can expect a report in December.

Staff have further investigated financing options being proposed for the Solar Energy Project with Eide Bailly (formerly VTD). New labor laws are being reviewed which may impact District employees.

The District Office will be closed for the holidays as follows:

- ❖ Thanksgiving - November 26th & 27th
- ❖ Christmas Eve and Christmas - December 24th & 25th
- ❖ New Year's Day - January 1st



Agenda Transmittal

DATE: November 18, 2020

FROM: Jed Gaines, Battalion Fire Chief

AGENDA ITEM #7: **VENDOR SELECTION 49ER RADIO COMMUNICATIONS FOR
RADIOS FUNDED BY VOLUNTEER FIRE ASSISTANCE GRANT**

RECOMMENDED ACTION: APPROVE

Introduction

On August 10, 2020, the Cameron Park Community Services District Fire Department was awarded the Volunteer Fire Assistance (VFA) Federal Grant totaling \$18,989.48, to fund up to 50% of the cost of new radios. On September 16, 2020, the Board of Directors approved Resolution 2020-20 accepting the grant funds.

The VFA grant will provide up-to-date mobile and portable communications to Fire Department staff. The current radios date back to 2007, which poses challenges due to the antiquated technology. New radios will be both NFPA and P25 compliance. Current radio technology is critical when responding to emergencies and communicating with other responding jurisdictions.

Fire & Emergency Services Committee

The Fire & Emergency Services Committee supported forwarding this item to the Board of Directors for consideration.

Discussion

Staff is recommending that 49er Communications be awarded the contract to serve as the radio vendor, consistent with Policy 3100, Purchasing/Expense Authorization. 49er Communications is on the State's procurement list as an eligible vendor. The State's procurement list has been used for other purchases such as the Brighton Energy project and Fire Facilities Training Tower.

Financial Impact

Initial quotes received by the Fire Department staff from 49er Communications, which were included in the grant application, total \$45,330.70. Final costs are slightly higher at \$48,869.54 (Attachment 7A). Project costs and offsetting grant funding will be included in the Mid-Year budget adjustments for the Capital Asset Reserves, Fire & Emergency Services Capital Outlay, Fund 07. District will seek additional grant funding for the overage, but may or may not be approved by the grantor.

Conclusion


Staff's success in registering as a federal contractor to receive FEMA funding for COVID expenses, helped to also secure the VFA grant. Great job by the Fire Department staff in seeking and securing the grant for this important purchase.

Attachment:

7A – 49er Communications Quote



361 Railroad Ave
 Nevada City, CA 95959
 Phone 530-477-2590
 Fax 530-478-9188
 E-Mail cs@49er.cc

Quote 51633  Quoted 12/26/2019

Bill To

CAL FIRE
 3200 Country Club Dr.
 Cameron Park, CA 95682

Ship To

CAL FIRE
 Attn: Trevor Spieth
 3200 Country Club Dr.
 Cameron Park, CA 95682

Quote Expires
 9/30/2020

Purchase Order	Ship Via	FOB	Reference	Entered By	Terms
	UPS Ground	Destination		JLC 12/26/2019	Prepaid
Product	Description		Ordered	Price	Amount
HHKNGVHREDKC	KNG-P150CMD Command Version, Digital APCO P25 , VHF 136-174 MHZ, 5000 Channels, 6 Watt, Full Keypad - RELM BK Portable Radio		14	1,763.45	24,688.30
ANKNGWPRE10.5V	10.5 Inch Flexible Antenna, KAA0818 - VHF 150-170 MHz, SMA Male Connector, 0db Gain for RELM BK KNG-P150		14	32.50	455.00
BAKNGRCBA36	Black, 3600 mAh, Li-Ion Rechargeable Battery, BAKNGRCBA36 - Includes belt clip, Equivalent to KAA0101 for RELM BK Radio KNG		14	132.00	1,848.00
BAKNGCSBAO	Orange "AA" Clamshell, BAKNGCSBAO - Equivalent to KAA0120 for RELM BK Radio KNG		14	42.25	591.50
AAKNGSPREP3VE	Public Safety Speaker Mic, KAA0204-VCE35 - IP67 (Submersible), Volume Control, Emergency Button and 3.5mm Jack for RELM BK Radio KNG P Series		14	146.25	2,047.50
CHKNGDT9R6BE	6-Bay Gang Charger, CHKNGDT9R6BE - Rapid Rate, Quad-Chemistry, Black, CA Energy Certified, Equivalent to KAA0301P for RELM BK Radio KNG		1	505.70	505.70
CHKNGDT9R2BE	Dual Cup Desktop Charger, CHKNGDT9R2B - Rapid Rate, Quad-Chemistry, CA Energy Certified for RELM BK Radio KNG		1	175.10	175.10
PRKNGCLREXS	Universal Cloning Cable, KAA0701 - Legacy to KNG Cloning for All RELM BK Radios		1	357.50	357.50
MOKMGVHREDR	KNG-M150R Digital P25 APCO, Remote Mount, 136-174 MHz, 5000 Channels, 50 Watts, Includes KAA0630 and KAA0261 - RELM BK Mobile Radio		2	1,780.00	3,560.00
MAKMGCHRERM	Remote Control Head, KAA0660 - Plug and Play Kit, Includes KAA0638 for RELM BK Radio KNG M		4	820.00	3,280.00
MAKMGAAREDM	DTMF Programming Microphone, KAA0290 - for RELM BK Radio KNG M		4	276.25	1,105.00
MAKMGINRESC25	25' Remote Mount Cable, KAA0637 - for RELM BK Radio KNG M		4	124.15	496.60
MAKMGAAAREES	External Speaker, KAA0261 - 20 Watt, 4 Ohm for RELM BK Radio KNG M		2	32.50	65.00

We appreciate the opportunity to do business with you!


\$45,566.00

Tax 7.25%



361 Railroad Ave
 Nevada City, CA 95959
 Phone 530-477-2590
 Fax 530-478-9188
 E-Mail cs@49er.cc

Quote 51633



Quoted 12/26/2019

Bill To
 CAL FIRE
 3200 Country Club Dr.
 Cameron Park, CA 95682

Ship To
 CAL FIRE
 Attn: Trevor Spieth
 3200 Country Club Dr.
 Cameron Park, CA 95682

Quote Expires
 9/30/2020

Purchase Order	Ship Via	FOB	Reference	Entered By	Terms
	UPS Ground	Destination		JLC 12/26/2019	Prepaid

Product	Description	Ordered	Price	Amount
MOKMGVHREDR	KNG-M150R Digital P25 APCO, Remote Mount, 136-1 74 MHz, 5000 Channels, 50 Watts, Includes KAA0630 and KAA0261 - RELM BK Mobile Radio	2	1,780.00	3,560.00
MAKMGCHRERM	Remote Control Head, KAA0660 - Plug and Play Kit, Includes KAA0638 for RELM BK Radio KNG M	2	820.00	1,640.00
MAKMGINRESC17	17' Remote Mount Cable, KAA0636 - for RELM BK Radio KNG M	2	117.65	235.30
MAKMGGAAREDM	DTMF Programming Microphone, KAA0290 - for RELM BK Radio KNG M	2	276.25	552.50
ANMRMWSC	Flexible Antenna, Sti-Co ROOF-FT-NITI-M - Roof Mount, 136-1 GHz Tunable, 0db Gain	4	68.25	273.00
CCRMMBTAP	Permanent Antenna Mount, Laird MB8 - NMO Style, 17' RG58U/A Coax, No Connector	4	24.50	98.00
CCNMCOTAR8	N-Male, Crimp On Connector for RG58 or LMR195 - RF Industries RFN1005-3C Freight Included in Pricing	4	8.00	32.00

Pricing Based on NASPO Contract 7-16-58-15

We appreciate the opportunity to do business with you!

Sub-total	\$45,566.00
Tax 7.25%	3,303.54
Total	\$48,869.54



Agenda Transmittal

DATE: November 18, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #8: **PARK DEVELOPMENT IMPACT FEES TO FUND CAMERON PARK LAKE SPLASH & SPRAY PLAYGROUND**

RECOMMENDED ACTION: **APPROVE RESOLUTION 2020-26; FORWARD TO THE BOARD OF SUPERVISORS**

Background

On December 16, 2020, the Board of Directors approved the Park Improvement Plan (Plan). This Plan proposes the construction of a Splash & Spray Playground at the old Swimming Lagoon site.

Parks and Recreation Committee

The Parks and Recreation Committee reviewed staff's recommendation and supported forwarding the item to the Board of Directors for consideration.

Discussion

Staff is recommending the use of Park Development Impact Fees to pay for up to 75% of the Splash & Spray Playground project costs. This request meets the purpose of Park Development Impact Fees by expanding park services as follows:

- ✓ Splash Playground is accessible for children and adults of all abilities; amenity meets and exceeds Americans with Disabilities Act requirements.
- ✓ Operates for more months of the year, May 1 to September 30 or longer, weather permitting.
- ✓ Daily hours are longer, consistent with park operating hours of 7:00am to dusk.

Operates More Months of the Year, More Hours in a Day

Due to the nature of the facility, the Swimming Lagoon, required lifeguards for operating. Thus, the Swimming Lagoon had limited hours, primarily afternoons and weekends, Memorial Day through Labor Day. The new Splash & Spray Playground will be open when warm weather permits, beginning May 1 through September 30 or later. Staffing is not required; therefore, the Playground operating hours will be consistent with the park’s operating hours, 7:00am to dusk.

The following chart compares the operational hours of the Swimming Lagoon and Splash & Spray Playground.

	Lagoon	Playground
Hours per week <i>(6 hours/day weekdays + 8 hours/day weekends)</i>	46	84
Weeks per year	15	22
Total Annual Operational Hours <i>(estimated)</i>	690	1,848

The Splash Playground will be available 2½ times more than the Swimming Lagoon, expanding park and recreation services in the District.

Accessible for all Ages and Abilities

The Swimming Lagoon is not available to people with mobility impairments. Due to engineering and design, fully meeting all ADA requirements is impossible. Current ADA guidelines require a chair lift that lowers people with mobility impairments into the water. There is no ability to meet this requirement due to the engineering and design of the Swimming Lagoon’s sloping sand sides, sand bottom, large rocks, and earthen levee that separates the Lagoon from the Lake. The chair must be mounted in an area with 3 to 5 feet of water depth. Placing the chair and its foundation on the levee would jeopardize the levee’s integrity, and construction on the levee would require extensive engineering and permitting.

Deep sand surrounds the water and is soft. There are no hard pathways leading to the water. Users enter by stepping over the cement barrier and walking through soft sand to access the water.

It is important to the District to provide park and recreation services to all residents of Cameron Park. Due to the Swimming Lagoon’s design and structure, people with mobility impairments are unable to use this water-featured facility, and constructing improvements at the Lagoon to address the deficiency is nearly impossible. Splash playgrounds would expand park services to people of all abilities, including people with mobility impairments.

Financial Impacts

Staff is recommending that Park Development Impact Fees fund up to 75% of total project costs, which are estimated in the chart below. The costs below are **preliminary** and will not be finalized until a landscape architect develops the plans and specifications.

Splash Pad	\$500,000
Bonding, mobilization, staking	\$54,475
Storm water pollution prevention	\$20,000
Environmental and County permits	\$10,000
Parking lot and pathway improvements/accessibility	\$25,000
Landscape architect plans & specifications, project oversight <i>(16% of total project costs)</i>	\$115,500
Total estimated project costs	\$724,975
<i>Proposed funding from Park Dev Impact Fees, up to</i>	<i>\$543,731</i>

Staff is working with the District grant writer to identify the best possible competitive grant to provide additional funding. If successful with competitive grants, the amount needed from the Park Development Impact Fees will be less, and can be used for additional park improvement projects. Also, if the District is unsuccessful in securing grants, additional Park Development Impact Fees may be approved by the County.

Status of the Park Development Impact Fee Fund, Fund 04

Fund Balance as of June 30, 2020	\$828,394
Pending Reimbursement Request to County*	-\$26,151
Available Fund Balance	\$802,245
Less Splash Pad 75% of Construction Costs	-\$543,731
Remaining Fund Balance	\$258,514

**Request to the County for Christa McAuliffe T-Ball Field, Disc Golf Fence, and Pickleball courts re-striping is approved, but funds not yet transferred.*

Decommissioning Swimming Lagoon

Costs to decommission the Lagoon infrastructure are not included in the above project budget. With approval of Park Improvement Plan and funding request for the Splash & Spray Playground, staff will begin investigating necessary steps to decommission the equipment and mechanisms related to the Swimming Lagoon. Decommissioning costs can be included in the competitive grant application.

Next Steps

If approved by the Board of Directors, staff will forward this request and justification to the County Board of Supervisors for consideration.

Attachment:

8A – Resolution 2020-26

RESOLUTION No. 2020-26
of the Board of Directors
of the Cameron Park Community Services District
November 18, 2020

RESOLUTION TO REQUEST PARK DEVELOPMENT IMPACT FEES TO FUND
IMPROVEMENTS AT CAMERON PARK LAKE

WHEREAS, Cameron Park Community Services District (District) Board of Directors approved the Park Improvement Plan (Plan) which expands park services District-wide; and

WHEREAS, this Plan proposes the construction of a Splash & Spray Playground at the old Swimming Lagoon at Cameron Park Lake; and

WHEREAS, this project meets the purpose of Park Development Impact Fees by expanding park services because the Splash and Spray Playground: 1) is accessible for children and adults of all abilities, which meets and exceeds Americans with Disabilities Act requirements; 2) operates for more months of the year and more hours during the day.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Cameron Park Community Services District request use of the Park Development Impact Fees to fund up to 75% of the cost for a new Splash and Spray Playground at Cameron Park Lake to expand park services to residents of Cameron Park.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 18th day of November 2020, by the following vote of said Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Director Monique Scobey, President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board



Agenda Transmittal

DATE: November 18, 2020

FROM: Michael Grassle, Parks and Facilities Superintendent

AGENDA ITEM #9: **VENDOR SELECTION DELTA BLUEGRASS CO. FOR SPORTS FIELD REHABILITATION PROJECT AT CHRISTA MCAULIFFE, DAVID WEST, AND RASMUSSEN PARKS**

RECOMMENDED ACTION: APPROVE

BACKGROUND

On September 16, 2020, the Board approved the Park Improvement Plan that outlines improvements for District parks, open spaces, and undeveloped park sites. Renovations to sports fields was cited as a high priority project. During the same meeting, the Board also approved Resolution 2020-21 to accept California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68) Per Capita funds totaling \$177,962. The sports field project is eligible for Proposition 68 Per Capita funds; a 20% local match is required.

PARKS AND RECREATION COMMITTEE

The Parks and Recreation Committee supported staff's vendor selection and forwarding to the Board of Directors for consideration. The Committee reviewed possible projects for Prop 68 Per Capita funds. Consistent with prior Board action citing renovation of the District's sports fields as a high priority project, the Committee supported seeking Prop 68 Per Capita funds for the project and matching funds from sports field user groups.

DISCUSSION

A Request for Proposal (RPF) was released in October to seek proposals for sports field renovation. Two proposals were received: Delta Blue Grass Co. and Sierra Services. Delta Blue Grass Co. was the lowest bidder for a total project cost for four fields of \$119,438 (Attachment 9A). This company is experienced with turf grass and sports fields.

Staff is recommending that the Board approve the vendor selection to secure the RFP estimates. The project will commence once funding is secured.

Field Location	Project Cost	Prop 68 Per Capita Funds	20% Match
David West	\$14,720	\$11,776	\$2,944
Rasmussen (2 fields)	\$58,980	\$47,184	\$11,796
Christa McAuliffe	\$45,738	\$36,590	\$9,147
<i>Totals</i>	<i>\$119,438</i>	<i>\$95,550</i>	<i>\$23,887</i>

On November 10, 2020, staff invited user groups to a meeting to discuss the sports field renovation project, Prop 68 funds, and the required 20% local match. Prospector Soccer and Mother Lode Rugby attended the meeting and committed to provide the required match. An agreement will be developed with groups who financially contribute to the project, outlining expectations for both parties. Ponderosa Little League was invited to the meeting but has been unresponsive at this point.

Once funds from all sources are confirmed, work will commence. Delta Blue Grass recommends a spring start date for Christa McAuliffe Park, which staff is considering now. To preserve the financial investment in the sports fields, and to prevent the fields from deteriorating in the future, a detailed preventative maintenance plan will be developed working with user groups and Delta Blue Grass. Additional training will be provided to Parks staff. User fees will be adjusted to provide additional funding for maintenance activities.

CONCLUSION

Renovating the District’s sports fields is an exciting project that should bring much pride to the District, as well as the players and coaches who will enjoy the improved playing conditions. Staff appreciates the continued support of the partnering user groups.

Attachment:

9A – Delta Blue Grass Proposal



Delta Bluegrass Co.
P.O. Box 307
Stockton, CA 95201
800.637.8873
C-27 # : 752734
DIR # : 1000007968

October 26, 2020

Attn: Mike Grassle

Delta Bluegrass Company is very interested in performing the renovation work on the four fields listed in the RFP dated October 1st

Our Sports Turf Division is part of a larger Horticultural and Agricultural corporation of Delta Bluegrass/Zuckerman Heritage located in the San Joaquin Delta region near Stockton, Ca.

We have specialized and have worked on projects of these types for over 40 years all over Northern California

Our list of successful projects is quite extensive. I have listed a few customers and project names with similar scopes of work, some of which you may be already familiar with for your review

Again, we look forward to the opportunity in providing your park district with these renovation services on these four different fields in hopes of improving their safety and playability

Please feel free to contact me if you need any additional information

Steve Abella

Sports Division Manager

Delta Bluegrass Co

209 471-4933



Cameron Park CSD

Reference List:

Rancho Murrieta HOA- Stonehouse Sports Complex- 2017 thru 2019

El Dorado Hills CSD- Promontory Point – 2017-2018

Community Park - 2017 & 2020

New York Creek Baseball- 2018 & 2019

Auburn RE. Dept. – Railhead Park- 2017

Beggs Little League Field- 2018

James Baseball Field- 2019

Lodi Unified School District- Bear River H.S. Baseball infield – 2018

Lodi H.S. Soccer Drainage project- 2019

McNair H.S. – Baseball infield project- 2019

Rocklin Unified School District- Ruhkala Elementary- Turf Renovation – 2017

Anderson Creek Elementary- Turf Renovation- 2017

Sports Turf Project Estimate



Delta Bluegrass Co.
P.O. Box 307
Stockton, CA 95201
800.637.8873
C-27 # : 752734
DIR # : 1000007968

Date:	10/26/20
Company Name:	Cameron Park CSD
Customer Contact:	Mike Grassle
Email:	mgrassle@cameronpark.org
Phone Number:	530 558-1146
Project Name:	David West Infield Project
Project Address:	4220 Crazy Horse Rd
City, State, Zip:	Cameron Park, Ca 95682
Billing Address:	2502 Country Club Dr
Billing City, State, Zip:	Cameron Park Ca. 95682
Billing Terms:	Net 30
Prevailing Wage:	Yes

Sales Representative: Steve Abella
Phone Number: (209) 471-4933
E-Mail: sabellasportsturf@hotmail.com

Description / Scope of Work	Quantity	Rate	Total
<p>David West Infield skin renovation project</p> <p>Provide all labor and equipment and materials to perform the following Infield renovation service. Details are as follows</p> <ul style="list-style-type: none"> Remove top 1 ½ inches of pre-existing old infield mix Provide 23 yards of new mix plus 2 tons of infield conditioners Check and Re align infield bases and dimensions Remove and re grade back edge of infield skin to remove lip and help match up with outfield turfgrass Laser level infield skin for proper drainage away from infield turf and into outfield areas 	4,000 Sq. Ft.	\$3.68. per Sf	\$14,720.00
TOTAL			\$14,720.00

Specific Exclusions Include:

	Off-Site Disposal of Cut Materials
*	Water or Grow- In Management after Sod Installation
	Construction Fencing if Required
*	Flagging or marking of existing irrigation heads or equipment
*	Irrigation Repair or Adjustment
*	Other (specify):
	Other (specify):

Terms of Contract:

- ESTIMATE PRICE SHALL BE SUBJECT TO ADDITIONS OR DELETIONS, BASED ON CHANGES TO SQUARE FOOTAGE SHIPPED AND INSTALLED, OR CHANGES IN SCOPE OF WORK AS SET FORTH IN THIS ESTIMATE.
- UNLESS OTHERWISE STATED, DELTA BLUEGRASS COMPANY AGREES TO SUPPLY ALL MATERIALS. LABOR AND SUPERVISION TO PERFORM WORK AS DESCRIBED IN ESTIMATE DETAILS.
- ANY INCREASE OR DECREASE IN CONTRACT PRICE, CHANGE OF THE WORK OR CHANGES IN THE CONTRACT TIME MUST BE SET FORTH IN A CHANGE ORDER SIGNED BY OWNER AND CONTRACTOR.
- EITHER PARTY SHALL HAVE THE RIGHT TO CANCEL THIS CONTRACT WITHIN (3) DAYS OF SIGNING SUCH CONTRACT WITHOUT INCURRING ANY PENALTIES. CANCELLATION MUST BE IN WRITING AND DELIVERED TO THE STATED ADDRESS OF THE OTHER PARTY.
- FINANCE CHARGES MAY BE ADDED ON ALL INVOICES NOT PAID IN FULL AT 2% NET 30.
- IF PRODUCT IS ORDERED, DELIVERED, AND, FOR REASONS BEYOND OUR CONTROL, RETURNED TO US, A RESTOCKING CHARGE MAY APPLY.
- SIGNING THIS PROPOSAL ACKNOWLEDGES ACCEPTANCE OF PRICE, TERMS, & CONDITIONS. **Proposal must be signed and returned prior to commencement of work.**

Delta Bluegrass Co. Rep. Signature : Steve Abella

Customer Signature:



Date: _____

Date: _____

P.O. Box 307 – Stockton California 95201 – (209) 471-4933 – sabellasportsturf@hotmail.com

Sports Turf Project Estimate



Delta Bluegrass Co.
P.O. Box 307
Stockton, CA 95201
800.637.8873
C-27 # : 752734
DIR # : 1000007968

Sales Representative: Steve Abella
Phone Number: (209) 471-4933
E-Mail: sabellasportsturf@hotmail.com

Date:	10/26/20
Company Name:	Cameron Park CSD
Customer Contact:	Mike Grassle
Email:	mgrassle@cameronpark.org
Phone Number:	530 558-1146
Project Name:	Rasmussen Park Baseball infield and Drainage project
Project Address:	3610 Mira Loma Dr.
City, State, Zip:	Cameron Park, Ca
Billing Address:	2502 Country Club Dr
Billing City, State, Zip:	Cameron Park Ca.
Billing Terms:	Net 30
Prevailing Wage:	Yes

Description / Scope of Work	Quantity	Rate	Total
<p>Rasmussen Park Infield Skin Renovation and Drainage project</p> <p>Provide all labor and equipment and materials to perform the following renovation and drainage service. Details are as follows</p> <p>Remove top 1 ½ inches of pre-existing old infield mix Provide 110 yards of new infield mix plus 3 tons of infield conditioners. Check and Re-align infield bases and field dimensions Remove and regrade back edge of infield skin to remove lip build up and help match up with outfield grass Laser level infield skin for proper surface drainage Provide and install a new 6 inch drain line with catch basins along the 3rd base side to capture water that runs onto infield</p>	24,500 Sq. Ft.	\$1.74 per Sf	\$42,630.00
TOTAL			\$42,630.00

Specific Exclusions Include:

*	Off-Site Disposal of excess materials
*	Grow in off new turfgrass if needed
*	Construction Fencing if Required
*	Flagging or marking of existing irrigation heads or equipment
*	Irrigation Repair or Adjustment
	Other (specify):
	Other (specify):

Terms of Contract:

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- SIGNING THIS PROPOSAL ACKNOWLEDGES ACCEPTANCE OF PRICE, TERMS, & CONDITIONS. **Proposal must be signed and returned prior to commencement of work.**

Delta Bluegrass Co. Rep. Signature : Steve Abella

Customer Signature:



Date: _____

Date: _____

P.O. Box 307 – Stockton California 95201 – (209) 471-4933 – sabellasportsturf@hotmail.com

Sports Turf Project Estimate



Delta Bluegrass Co.
 P.O. Box 307
 Stockton, CA 95201
 800.637.8873
 C-27 # : 752734
 DIR # : 1000007968

Sales Representative: Steve Abella
Phone Number: (209) 471-4933
E-Mail: sabellasportsturf@hotmail.com

Date:	10/26/20
Company Name:	Cameron Park CSD
Customer Contact:	Mike Grassle
Email:	mgrassle@cameronpark.org
Phone Number:	530 558-1146
Project Name:	Rasmussen Park Little League ballfield infield
Project Address:	3610 Mira Loma Dr
City, State, Zip:	Cameron Park, Ca
Billing Address:	2502 Country Club Dr.
Billing City, State, Zip:	Cameron Park Ca.
Billing Terms:	Net 30
Prevailing Wage:	Yes

Description / Scope of Work	Quantity	Rate	Total
<p>Rasmussen Park Little League Infield skin renovation</p> <p>Provide all labor and equipment and materials to perform the following renovation to the infield skin Details are as follows</p> <p>Remove top 1 ½ inches of pre- existing old infield mix Provide 23 yards of new mix plus 2 tons of infield conditioners Check and Re -align infield bases and field dimensions Remove and regrade back edge of infield skin to remove lip and help match up with outfield turfgrass Laser level infield skin for proper drainage Provide and install new turf grass around back edge of skin</p>	5,000 Sq. Ft.	\$3.27 per Sf	\$16,350.00
TOTAL			\$16,350.00

Specific Exclusions Include:

*	Off-Site Disposal of Cut Materials
*	Water or Grow- In Management after Sod Installation
	Construction Fencing if Required
*	Flagging or marking of existing irrigation heads or equipment
*	Irrigation Repair or Adjustment
	Other (specify):
	Other (specify):

Terms of Contract:

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- SIGNING THIS PROPOSAL ACKNOWLEDGES ACCEPTANCE OF PRICE, TERMS, & CONDITIONS. **Proposal must be signed and returned prior to commencement of work.**

Delta Bluegrass Co. Rep. Signature : Steve Abella

Customer Signature:



Date: _____

Date: _____

P.O. Box 307 – Stockton California 95201 – (209) 471-4933 – sabellasportsturf@hotmail.com

Sports Turf Project Estimate



Delta Bluegrass Co.
 P.O. Box 307
 Stockton, CA 95201
 800.637.8873
 C-27 # : 752734
 DIR # : 1000007968

Date:	10/26/20
Company Name:	Cameron Park CSD
Customer Contact:	Michael Grassle
Email:	Mgrassle@cameronpark.org
Phone Number:	530 558-1146
Project Name:	Christa McAuliffe Park
Project Address:	Merrychase Dr.
City, State, Zip:	Cameron Park, CA
Billing Address:	2502 Country Club Dr.
Billing City, State, Zip:	Cameron Park, CA. 95682
Billing Terms:	Net 30
Prevailing Wage:	Yes

Sales Representative: Steve Abella
Phone Number: (209) 471-4933
E-Mail: sabellasportsturf@hotmail.com

Description / Scope of Work	Quantity	Rate	Total
<p>Christa McAuliffe Park Turfgrass Renovation Project</p> <p>Provide all labor and equipment and materials to perform the following turf renovation services. Details are as follows</p> <ul style="list-style-type: none"> • Turfgrass removal and field leveling using our Koro Combinator to Fraise mow turf area. • Deep Tine Aeration to relieve surface compaction • Top Dressing of 230 yards of a sand / compost blend to improve surface drainage and improve levelness of field • Pre-Plant fertilize • Slit Seed a Sport Blend seed blend 	<p>152,460 Sq. Ft. 3.5 acres</p>	<p>\$0.30 per Sf</p>	<p>\$45,738.00.00</p>
TOTAL			\$45,738.00

Specific Exclusions Include:

*	CSD will provide area for disposal of cut grass
*	Water or Grow- In Management after seeding
*	Construction Fencing if Required
*	Flagging or marking of existing irrigation heads or equipment
*	Irrigation Repair or Adjustment
*	Other (specify): Weed or disease control
	Other (specify):

Terms of Contract:

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- SIGNING THIS PROPOSAL ACKNOWLEDGES ACCEPTANCE OF PRICE, TERMS, & CONDITIONS. **Proposal must be signed and returned prior to commencement of work.**

Delta Bluegrass Co. Rep. Signature : Steve Abella

Customer Signature:



Date: _____

Date: _____

P.O. Box 307 – Stockton California 95201 – (209) 471-4933 – sabellasportsturf@hotmail.com



Cameron Park CSD RRP

Product Description:

The following equipment and materials shall be used and provided in our scope of work:

Koro Combinator for Frase mowing vegetation and field leveling

Soil reliver for deep tine aeration

Ty Crop TD 460 for top dressing operations

Level Best machine controlled laser grading equipment for leveling of all fields within these projects

RotaDarion soil prep unit for tilling and blendinmg infield mix

Materials will include 60/40 infield mix

Pro's Choice MVP infield conditioners

Seed to be provided shall be a three way Sports Blend consisting of Tall Fescue, Bluegrass, and Perennial

Ryegrass

Sod Varieties shal be basedd om individual sod types for each field



Agenda Transmittal

DATE: November 18, 2020

FROM: Jill Ritzman, General Manager

AGENDA ITEM #11: **CONTINUE NEGOTIATIONS FOR A POWER PURCHASE AGREEMENT WITH SUNWORKS; EXTEND AGREEMENT WITH ARC ALTERNATIVES TO CONTINUE CONSULTING SERVICES**

RECOMMENDED ACTION: **APPROVE RESOLUTION 2020-27**

RECOMMENDATION

Staff is recommending the following Board of Directors action:

- 1) RECEIVE and FILE Solar Energy Ad Hoc Committee Report-Out;
- 2) APPROVE Continuing Negotiations for a Power Purchase Agreement with SunWorks;
- 3) APPROVE Resolution 2020-27, Authorizing the Board President to Execute the First Amendment to the Agreement with ARC Alternatives for a sum of \$8,194.

SOLAR ENERGY AD HOC COMMITTEE

ARC Alternatives will provide a power point presentation to the Board of Directors with charts and summaries to highlight the details of the Solar Ad Hoc Committee work and the contents of this report. The presentation and this report represent the conclusion of the Solar Energy Ad Hoc Committee assigned work tasks.

The Solar Energy Ad Hoc Committee unanimously supports a solar energy project to save money on electrical costs. Most Committee Members agree that proceeding with a SunWorks Power Purchase Agreement (Preliminary Draft - Attachment 11A) is the best alternative, but a minority consider owning and operating the system (financed by a loan or District Fund Balance) as a preferred option.

BACKGROUND

On October 17, 2018, the Board of Directors (Board) approved a Solar Energy Ad Hoc Committee (Committee) dedicated to the assessment of a solar energy project and financing options. On January 28, 2019, the Committee began their research, meeting with several organizations who had implemented a solar project including El Dorado High School District, El Dorado Hills Community Services District, Cameron Park Country Club, and the Elks.

On November 20, 2019, the Board of Directors approved an Agreement with ARC Alternatives. The Committee strongly recommended having an experienced and unbiased consultant guide the District through the review and selection process for a builder and project financing options. The scope of services included:

- ✓ Identifying appropriate projects in size, scope, and design;
- ✓ Assessing the project's economics and funding options;
- ✓ Assisting with a competitive solicitation process to select a company and financing strategy for a solar project.

DISCUSSION

ARC Alternatives worked with the Committee to accomplish the above tasks, concluding with a presentation in October summarizing the outcome of a competitive solicitation and options for project financing.

Project Description

A solar project for the District is uniquely sized, larger than a residential project but smaller than most public sector projects. To meet the District's energy needs, solar shade structures would be constructed in the parking lots at the Community Center and Fire Stations (Attachment 11B).

Proposals were received from four vendors: SunWorks, Cal Solar, Solar Norcal, and Brighton Energy. The SunWorks proposal has the highest production and revenue targeting a first year usage offset of 93%. The cash purchase price of the systems for the Community Center, Fire Station 88 and 89 are \$918,518. With a Power Purchase Agreement (PPA), SunWorks has the highest 25 Year Cumulative Net Benefit of \$1,788,551 (for the Community Center and Fire Station 89 only, no PPA proposed for Fire Station 88).

Staff is recommending, supported by a majority of the Committee, the District pursue a PPA with SunWorks. The overall assessment is that there is less risk to the District for financing, and long-term management and maintenance of the asset.

The financier of the PPA is able to utilize the federal Investment Tax Credit (ITC), which is currently at 26% for 2020 and set to step down to 22% in 2021. It is anticipated that as the ITC steps down, PPA pricing will be negatively impacted. The proposed SunWorks PPA rate is considered a threshold rate making the project feasible with an immediate financial benefit. If the Board of Directors chooses to pursue a PPA with SunWorks, time is of the essence to execute an agreement in order to secure the current PPA rate which utilizes the 2020 ITC.

Typically for PPAs, the solar vendor refines project construction costs (inclusive of permitting requirements) after an agreement is reached with an agency. There is a chance that project costs will escalate triggering an increase in the PPA beyond this current threshold rate. ARC Alternatives recommends that the District include an “opt-out” clause in the SunWorks PPA in case the rate changes making project no longer feasible. If the District “opts-out,” and because the vendor has invested time and materials in the project, the vendor will likely require reimbursement for design and project costs spent to date.

What is a Solar Power Purchase Agreement?

A Solar Power Purchase Agreement (PPA) is a financial agreement in which a solar vendor/developer owns, operates, and maintains the photovoltaic system, and a host customer agrees to site the system on its property and purchases the system's electric output from the solar services provider. Benefits of a PPA include:

- *PPA Rate is Low Right Now*

SunWorks provided a competitive PPA rate. PPA rates across the industry may be less competitive after the first of the year due to changes in tax incentives for the vendor.

- *District Does Not Own the Asset*

In 25 years, the system may be obsolete due to age and rapid changes in industry standards. If another entity owns the asset, they will assume the risk of an obsolete system in 25 years. Staff recognizes that the asset is on District property, and land

ownership will provide the District leverage in negotiating on the District's behalf to continue, improve, or remove the system.

- *Experienced, Expert Partner*

As the Committee experienced throughout this process, Solar Energy is unique. The District does not have a resident "expert" to oversee a contractor who will perform the operations, repair, and maintenance if the District owns the asset.

- *Less Risk if the System Fails, Needs Improvements*

Since the vendor is obligated to the delivery of power, it's in the vendor's best interest to keep the system functioning efficiently. Capital improvements, repairs, and maintenance become a shared interest between vendor and District, and not solely the District's financial responsibility.

- *Immediate Annual Savings*

There will be savings realized in the very first year.

- *If Property Tax Revenues Decline in the Future, Investing in Solar Asset May Be Difficult*

While the District has made progress in balancing the operations budget, and started investing in capital assets, the District financial revenues are limited. If property taxes decline in the future, setting aside funds to sustain the District's solar system asset (if owned by District) may become difficult.

Alternate Options

In addition to a PPA, there are other financing options that results in the District owning and operating the system. A California Energy Commission (CEC) 1% loan is available to special Districts, through a competitive application process. Umpqua Bank provided a quote for a Lease (loan) scenario. The 25 Year Cumulative Net Benefit for either the CEC loan or Umpqua Bank Lease is approximately \$2.8 million. An Umpqua Bank Lease does not provide a financial benefit for the first seven years. The proposal which generates the largest 25-year net benefit for the above scenarios is SolarNorcal, due to their competitive cash purchase pricing and system production.

Umpqua Bank provided an Early PPA Buy-out with a Lease scenario, which generates approximately \$2.3 million in 25 Year Cumulative Net Benefit. Brighton Energy

proposed the least expensive cash purchase pricing of \$682,006 and the lowest annual energy production, which results in the lowest 25 Year Cumulative Net Benefit.

Under a loan or cash purchase scenario, staff is concerned about adding the responsibility of ownership, capital improvements, operations, maintenance, and repairs of a solar system to the District. If a significant capital cost is needed for repairing the system or capital improvements, the District's financial resources are limited to meet that need. Staff strongly supports the idea of an "expert partner" who owns the system and has a stake in the efficient operations.

Eide Bailly Consultation

Staff consulted with a Partner and Manager at Eide Bailly (formerly Vavrinek, Trine, Day and Co. or VTD) to solicit their input regarding the available financing scenarios. Eide Bailly has served as the District financial consulting group for more than three years. They felt that there were three primary questions the Board needed to consider:

- 1) What business is the District in?
- 2) How does the Board want to use its current financial resources?
- 3) How will the project affect the District's ability to deliver essential and core services to residents?

Additionally, Eide Bailly staff felt the District should assume the solar system may not possess any value in 25 years, and to consider a loss of investment revenues if financing is with the District's Fund Balance. They acknowledged that in their experience with public agencies, it's difficult for a public agency to efficiently implement a project outside of their expertise. Eide Bailly is available for a specific financial review of a cash purchase and possible impacts to the District's cash flow; and a review of potential negative impacts to the District's current assets and liabilities ratio of a loan option. Their hourly rate is \$165/hour; estimated cost is \$7,500.

CONCLUSION

The Committee and staff are in full agreement that a solar project will provide a financial benefit to the District. Staff and most of the Committee members recommend a PPA with SunWorks.

Staff recognizes the greater savings with the loan option of approximately \$1 million dollars over a 25 year term, but is not recommending the pursuit of a loan and District ownership. A solar system is outside of staff's expertise; therefore, staff feel that having an experienced solar partner will provide a financial benefit with the least amount of administrative oversight and risk to the District. The net benefit of a loan/ownership option may be minimized if significant repairs and capital improvements are needed for the system, especially if the District fails to adequately maintain the system. In addition, current District resources would be redirected to the solar system operations and oversight of a contractor providing maintenance and repairs.

Staff would like to express their appreciation to the Solar Energy Ad Hoc Committee members including Margaret Mohr, Eric Aiston, Monique Scobey, Glenn Rambach, Dan Enright, and Steve Thames. Also, ARC Alternatives should be recognized for their ability to educate Committee members about solar energy and their thorough attention to project detail. Collectively, everyone committed many hours to bring this information to the Board of Directors for consideration.

Attachments:

- 11A – SunWorks Power Purchase Agreement, Preliminary Draft
- 11B - Solar Panel Locations
- 11C – Resolution 2020-27
- 11D – First Amendment to the Agreement, ARC Alternatives

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each, a “**Party**”, and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:		Seller:	
Name and Address	Purchaser Name: Address: Attention: _____	Name and Address	Seller Name: Address: Attention: _____
Phone	() -	Phone	() -
E-mail	@	E-mail	@
Premises Ownership	Purchaser [] owns [] leases the Premises. List Premises Owner, if different from Purchaser: _____	Additional Seller Information	Contractor’s License Number
Tax Status			
Project Name			

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electricity from the solar panel system described in **Exhibit 2** (the “**System**”) and installed on the real property comprising Purchaser’s premises described or depicted in Schedule A to **Exhibit 2** (the “**Premises**”), including any buildings and other improvements on the Premises other than the System.

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Pricing
- Exhibit 2** System Description, Delivery Point and Premises
- Exhibit 3** General Terms and Conditions
- Exhibit 4** Form of Easement Agreement

Purchaser: [Purchaser Name]

Seller: [Seller Name]

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Exhibit 1

Pricing

1. **Initial Term:** Twenty (20) years, beginning on the Commercial Operation Date (the “**Initial Term**”).
2. **Additional Terms:** This Agreement will automatically renew for successive one year terms unless a Notice of non-renewal is given by either Party to the other Party at least ninety (90) days prior to the expiration of the Initial Term or the then-applicable Additional Term (each, an “**Additional Term**”).
3. Contract Price:

Contract Year	\$/kWh
1	[\$]
2	[\$]
3	[\$]
4	[\$]
5	[\$]
6	[\$]
7	[\$]
8	[\$]
9	[\$]
10	[\$]
11	[\$]
12	[\$]
13	[\$]
14	[\$]
15	[\$]
16	[\$]
17	[\$]
18	[\$]
19	[\$]
20	[\$]

Price during Additional Terms: [\$]

The first Contract Year shall commence on the Commercial Operation Date, and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

4. **Contract Price Assumptions.** The Contract Price is based on the following assumptions:
 - a. No payment or performance bond will be issued to Purchaser under this Agreement;
 - b. Interconnection costs for the System will not exceed \$[] in the aggregate;
 - c. Statutory prevailing wage rates (e.g., Davis-Bacon) do not apply;
 - d. No Performance Guaranty;
 - e. All prices in this Agreement are calculated based on an upfront rebate of \$[_____];
 - f. The Contract Price is exclusive of Purchaser’s Taxes set forth in Section 3(d) of **Exhibit 3**.
5. **Contract Price Exclusions.** Unless Seller and Purchaser have agreed otherwise in writing, and except as otherwise provided in Section 2(c) of **Exhibit 3**, the Contract Price excludes the following:
 - a. Unforeseen groundwork (including excavation and circumvention of underground obstacles, concrete removal, hard rock drilling). Upgrades or repair to Purchaser or utility electrical infrastructure (including: client or utility service, transformers, substations, poles, breakers, reclosers, and disconnects).

- b. Snow removal, tree removal, tree trimming, mowing and any landscape improvements.
- c. Decorative fencing and/or any visual screening materials, decorative enhancements to solar support structures (including: painting, paint matching, masonry/stone work, and any lighting not required to meet the minimum code compliance).
- d. Removal of existing lighting, light poles, or concrete light post bases.
- e. Roof membrane maintenance or reroofing work.
- f. Structural upgrades to the Premises, including ADA upgrades.
- g. Installation of public information screen or kiosk (including accompanying internet connection, power supply, technical support and ADA access).
- h. Changes in System design caused by any inaccuracy or ambiguity in information provided by Purchaser, including information regarding Purchaser’s energy use, the Premises, including building plans and specifications.

6. Termination Payment Schedule (**Exhibit 3**, Section 11(b)):

Contract Year	Termination Payment (\$)
1	[\$]
2	[\$]
3	[\$]
4	[\$]
5	[\$]
6	[\$]
7	[\$]
8	[\$]
9	[\$]
10	[\$]
11	[\$]
12	[\$]
13	[\$]
14	[\$]
15	[\$]
16	[\$]
17	[\$]
18	[\$]
19	[\$]
20	[\$]

Exhibit 2System Description, Delivery Point and Premises

1. System Location:
2. System Size (DC kW):
3. Expected First (1st) Year Energy Production (kWh): [_____] kWh
4. System Description (Expected Structure, Etc.):
5. **Delivery Point and Premises:** Schedule A to this Exhibit 2 contains one or more drawings or images depicting:
 - a. Premises, including the improvements (as applicable);
 - b. Proposed System location;
 - c. Delivery point for electricity generated by the **System** (the “**Delivery Point**”);
 - d. Access points needed for Seller to install and service the System (building access, electrical room, stairs etc.); and
 - e. Construction assumptions (if any).

Schedule A

[to be provided]

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Exhibit 3**General Terms and Conditions**

1. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electricity generated by the System during the Term (as defined in Section 2(a) below). Electricity generated by the System shall be delivered to Purchaser at the Delivery Point. Title to and risk of loss for the electricity generated by the System passes to Purchaser from Seller at the Delivery Point. Purchaser may purchase electricity for the Premises from other sources to the extent Purchaser's electricity consumption requirements at the Premises exceed the output of the System.
2. **Term and Termination.**
 - a. **Effective Date; Term.** This Agreement is effective as of the Effective Date. The electricity supply period under this Agreement commences on the Commercial Operation Date (as defined in Section 5) and continues for the duration of the Initial Term and any Additional Terms, unless earlier terminated as provided for in this Agreement (collectively, the "Term").
 - b. **Additional Terms.** This Agreement will automatically renew for successive one year terms unless a Notice of non-renewal is given by either Party to the other Party at least ninety (90) days prior to the expiration of the Initial Term or the then-applicable Additional Term. .
 - c. **Termination Due to Contract Price Adjustments or Lack of Project Viability.** If, at any time after the Effective Date and prior to Commencement of Installation (as defined in Section 5), (i) circumstances arise which have been excluded from Contract Price calculations pursuant to Section 5 of **Exhibit 1**, or Seller determines that the installation of the System will not be technically or economically viable for any other reason, and (ii) the Parties have negotiated a Contract Price adjustment for thirty (30) days following written notice from Seller without reaching agreement, either Party may terminate this Agreement by providing ten (10) days' prior written notice to the other Party. Neither Party shall be liable for any damages in connection with such termination. After the Commercial Operation Date, the Contract Price shall not be subject to further adjustment pursuant to Section 5 of **Exhibit 1** or otherwise.
 - d. **Termination by Purchaser for Delay.** If Commencement of Installation has not occurred on or before [DATE] Purchaser may terminate this Agreement by providing thirty (30) days' prior written notice to Seller, provided that this Agreement will not terminate pursuant to this Section 2(d) if Seller achieves Commencement of Installation on or before the end of such thirty (30) day notice period. Purchaser shall not liable for any damages in connection with such termination.
3. **Billing and Payment; Taxes.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electricity generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the "Contract Price"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of electricity generated during the applicable month, as measured by the Meter (as defined in Section 11).
 - b. **Monthly Invoices.** Seller shall invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electricity produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Contract Price includes ACH payments. If manual invoicing is required, a twenty-five Dollar (\$25) handling charge will be added to each invoice.
 - c. **Payment Terms.** All amounts due under this Agreement are due and payable net thirty (30) days following receipt of invoice. Any undisputed portion of the invoice amount not paid within such thirty (30) day period shall accrue interest at the annual rate of the lesser of ten percent (10%) or applicable law. All payments shall be made in U.S. Dollars.
 - d. **Taxes.**
 - i. **Purchaser's Taxes.** Purchaser is responsible for: (1) payment of, or reimbursement of Seller, for all taxes assessed on (i) the System, (ii) the generation, sale, delivery or consumption of electricity produced by the System or (iii) the interconnection of the System to the utility's electricity distribution system, including, if applicable, pursuant to the Energy Resources Surcharge Law (Title 18 of California Code of Regulations, §§ 40001-40216); (2) real property taxes; and (3) any federal, state and local ad valorem, occupation, generation, privilege, sales, use,

consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges (collectively, “**Purchaser’s Taxes**”).

- ii. **Seller’s Taxes.** Seller is responsible for payment of income taxes or similar taxes imposed on Seller’s revenues due to the sale of electricity under this Agreement (“**Seller’s Taxes**”).

4. **RECs and Incentives.** As the owner of the System, Seller is entitled to the benefit of, and will retain all ownership interests in the RECs and Incentives. Purchaser shall cooperate with Seller in obtaining, securing and transferring any and all RECs and Incentives. Purchaser is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. Purchaser shall not make any filing or statements inconsistent with Seller’s ownership interests in the RECs and Incentives. If any RECs or Incentives are paid or delivered directly to Purchaser, Purchaser shall immediately pay or deliver such items or amounts to Seller.

“**Governmental Authority**” means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority having jurisdiction or effective control over a Party.

“**Incentives**” means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the System (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the System, provided that Incentives shall not include RECs.

“**REC**” means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right 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, in each case relating to the construction, ownership, use or production of energy from the System, provided that RECs shall not include Incentives.

5. **Project Completion.**

- a. **Project Development.** Seller shall diligently pursue the development and installation of the System, subject to Section 2(c), Section 11 and the remaining provisions of this Section 5.
- b. **Permits and Approvals.** Seller shall use commercially reasonable efforts to obtain the following at its sole cost and expense (each, an “**Approval**”):
 - i. any zoning, land use and building permits or approvals required for Seller, or its contractor, to construct, install and operate the System required by any Governmental Authority; and
 - ii. any agreements and approvals from the utility necessary in order to interconnect the System to the utility’s electric distribution system.

Purchaser shall cooperate with Seller’s reasonable requests to assist Seller in obtaining such Approvals, including, without limitation the execution of documents required to be provided by Purchaser to the local utility.

- c. **Commencement of Installation.** Seller shall exercise commercially reasonable efforts to achieve Commencement of Installation of the System within 365 days after the Effective Date. “**Commencement of Installation**” means the date that Seller or its installation contractor has begun physical installation of the System on the Premises.

Seller’s obligation to commence construction and installation of the System is conditioned on Seller’s receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement; (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises, as applicable, that such person will recognize Seller’s rights under this Agreement for as long Seller is not in default hereunder; (C) receipt of all necessary Approvals; (D) verification the Premises are suitable install the System (roof assessments, inspections, etc.); (E) a signed and notarized original copy of the easement agreement suitable for recording, substantially in the form attached hereto as **Exhibit 4** (the “**Easement Agreement**”); and (F) receipt of the Purchase Diligence set forth in Section 5(g) below and approval of Purchaser by Seller’s credit department.

- d. **Force Majeure.** If either Party is unable to timely perform, wholly or partly, any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event (as defined below), that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event, provided that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event.

“**Force Majeure Event**” means any event or circumstance beyond the reasonable control of (directly or indirectly) and without the fault or negligence of the affected Party, including, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; piracy; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; blight; famine; pandemic; quarantine; economic sanction, blockade or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements (such as a hurricane, flood, lightning, wind or drought); animals; order of or failure to act on the part of any Governmental Authority (including delays in permitting not caused by actions or omissions of the Party seeking such permit) or the utility; or the unavailability of electricity from the utility grid. Notwithstanding anything herein to the contrary, an event shall only qualify as a Force Majeure Event hereunder if and to the extent: (a) such event, despite the exercise of reasonable diligence, cannot be prevented, avoided or overcome by the affected Party; (b) such event is not the direct or indirect result of the affected Party’s failure to perform any of its obligations under this Agreement or to comply with applicable law; and (c) neither the payment of money, nor the receipt of electricity delivered to the Delivery Point, are the obligation affected by such event.

- e. **Extension of Time.** If Seller is delayed in achieving Commencement of Installation due to a Force Majeure Event, the time for achievement of Commencement of Installation will be automatically extended on a day-for-day basis to account for the impact of the delay. If the Force Majeure Event occurs during the Term and impacts the ability of the System to deliver electricity to the Delivery Point, the Term will be extended day for day for each day delivery is suspended due to the Force Majeure Event.
- f. **Commercial Operation.** Seller shall notify Purchaser in writing when it has achieved Commercial Operation (the date of such notice, the “**Commercial Operation Date**”). “**Commercial Operation**” means that the System is mechanically complete, capable of providing electricity to the Delivery Point at the nameplate capacity specified in **Exhibit 2** and has permission to operate from the relevant Governmental Authority. Seller shall provide Purchaser with documentation to evidence that the System is ready to begin Commercial Operation upon Purchaser’s reasonable request.
- g. **Purchaser Diligence.** Promptly following the execution of this Agreement (but in no event later than ten (10) days from the Effective Date), Purchaser shall supply Seller with the following diligence information:
- i. Last three (3) years of CPA audited financial statements (Balance Sheet, Income Statement, Cash Flow);
 - ii. If applicable, copies of any lease with the fee owner of the Premises, or any lessor with a superior leasehold interest in the Premises;
 - iii. Copies of mortgages, deeds of trust or other liens or security interests in the Premises, or any other encumbrances that could affect Seller’s rights to the Premises granted hereunder or in the Easement Agreement, or Seller’s ability to own or operate the System; and
 - iv. Copies of recent ALTA survey and Phase 1 ESA (if available).

6. **Installation, Operation and Maintenance.**

- a. **Seller’s General Obligations Regarding the System.** Subject to the terms and conditions of this Agreement, Seller shall design, engineer, install, commission, monitor, operate and maintain the System, in each case in a good and workmanlike manner and in accordance with applicable law and prudent solar industry practices in the state in which the Premises are located. The System shall comply with all applicable rules, regulation and local building codes.
- b. **System Design Approval.** Seller shall provide Purchaser with a copy of the System design for approval prior to commencement of construction. Purchaser shall have ten (10) days after receipt to approve or disapprove the design. Failure by Purchaser to respond within such ten (10) day period shall be deemed approval of the design. If Purchaser disapproves the design, Seller shall modify the design and resubmit it for Purchaser’s approval. If the System design modifications requested by Purchaser render the System non-viable, Seller may terminate this Agreement under Section 2(c) above, provided that Purchaser reimburses Seller for all development costs, a twenty-five thousand Dollar

(\$25,000) design cancellation fee, in addition to any other costs incurred by the Seller.

- c. **System Repair and Maintenance.** During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement. Seller may suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System, provided that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser. Purchaser shall not tamper with, interfere, or disturb the System or its interconnection with Purchaser's electrical facilities, or initiate, conduct, or permit activities on, in, or about the Premises that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the System. To the extent of work or activities (including any construction or service work) being performed near the System, Purchaser shall cooperate and cause its agents to cooperate, and not hinder or interfere with, Seller's, or Seller's agents', access to the Premises.
- d. **Purchaser Requested Shutdown.** If, at Purchaser's request, the System (or any portion thereof) ceases to operate for any portion of a day, and such stoppage occurs for more than two (2) days in any three hundred sixty-five (365)-day period (the "**Uncompensated Shutdown Period**"), Purchaser shall pay Seller all Lost Seller Revenues with respect to all stoppages beyond such Uncompensated Shutdown Period. "**Lost Seller Revenues**" means, for any period during which the System is not in operation or is prevented from delivering electricity to the Delivery Point, an amount equal to the sum of: (a) payments that Purchaser would have made to Seller under this Agreement for electricity that would have been produced by the System during such period (based upon historical production data or as otherwise reasonably calculated by Seller); and (b) revenues or benefits from RECs and Incentives, such amounts grossed-up and paid on an after-tax basis, that Seller would have received with respect to electricity that would have been produced by the System during such period.
- e. **Maintenance of Premises.** Purchaser shall, at its sole cost and expense, maintain the Premises in good condition and repair. Purchaser, to the extent within its reasonable control, (i) shall ensure that the Premises remain interconnected to the local utility grid at all times; and (ii) shall not permit cessation of electric service to the Premises from the local utility. Purchaser is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the Purchaser's side of the Delivery Point, including all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall use commercially reasonable efforts to cooperate with Seller to comply with any technical standard of the utility providing electrical power to the Purchaser, and does not need to receive permission to operate from the utility.
- f. **No Alteration of Premises.** Purchaser shall not make any alterations or repairs to the Premises that could adversely affect the operation and maintenance of the System without Seller's prior written consent. Not less than thirty (30) days prior to making any alterations or repairs to the Premises (except for emergency repairs) which may adversely affect the operation and maintenance of the System, Purchaser shall inform Seller in writing and, thereafter, shall use commercially reasonable efforts to conduct such repairs, alterations or Premises in compliance with any reasonable request made by Seller within ten (10) days after having received such written request to mitigate any adverse effect. If any repair, alteration or improvement results in a permanent and material adverse economic impact on the System, Purchaser may request relocation of the System under Section 8 hereof. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, Seller shall perform such work, and any re-connection or re-installation of the System, at Purchaser's cost, subject to Sections 6(c) and 6(d). Seller shall make any alterations and repairs in a good and workmanlike manner, in compliance with all applicable laws, codes and permits.

7. **Miscellaneous Rights and Obligations of the Parties.**

- a. **Real Property Rights.** Without limiting Seller's rights under the Easement Agreement, Purchaser hereby grants to Seller and to Seller's agents, employees, contractors, assignees and the utility (i) an irrevocable, non-exclusive license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across the Premises and the Facility from the Effective Date until the date that is one hundred twenty (120) days following the date of expiration or earlier termination of this Agreement (the "**License Term**"), for the purposes of performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement and otherwise as may be deemed useful or necessary by Seller in order to effectuate the purposes of this Agreement. In addition to the foregoing, if the System shall be a ground-mounted System to be located within a secure, fenced area on the Premises, Purchaser hereby grants to Seller an irrevocable, exclusive, sub-licensable license running with the Premises (the "**Exclusive License**", and together with the Non-Exclusive License, the "**Licenses**") for purposes of the installation, construction, operation, use, repair and maintenance of the System on such exclusively licensed area of the Premises during the License Term. Seller and its employees, agents and contractors must comply with Purchaser's site safety and security requirements when on the Premises (other than in respect of the fenced area governed by the Exclusive License)

during the License Term. Purchaser expressly and irrevocably waives its right to exclude Seller and Seller's agents, employees, contractors and assignees from the Premises, or from any portion of the Premises if such exclusion would deprive Seller of the rights granted by the Licenses. During the License Term, Purchaser shall preserve and protect Seller's rights under the Licenses and Seller's access to the Premises and shall not interfere, or permit any third parties to interfere with such rights or access. Seller may record a customary memorandum of license in the land records respecting the Licenses. Purchaser expressly and irrevocably waives its right to exclude Seller and Seller's agents, employees, contractors and assignees from the Premises, or from any portion of the Premises, if such exclusion would deprive Seller of the rights granted by the License. The grant of the License shall survive termination of this Agreement by either party. The rights granted under this License shall be independent of, and shall not merge with, the rights granted under the Easement Agreement.

- b. **OSHA Compliance.** Each Party shall comply with all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws and codes with respect to such Party's performance under this Agreement.
- c. **Safeguarding the Premises.** Purchaser shall maintain the physical security of the Premises in a manner to be expected of a reasonable and prudent owner or lessee of premises similar to the Premises in nature and location. Purchaser shall not conduct or permit activities on, in or about the Premises that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System. Purchaser shall indemnify Seller for any loss or damage to the System to the extent caused by or arising out of (i) Purchaser's breach of its obligations under this Section or (ii) the acts or omissions of Purchaser or its employees, agents, invitees or separate contractors.
- d. **Insolation.** Purchaser acknowledges that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not, in any way, cause or permit any interference with the System's Insolation, and shall ensure that vegetation on the Premises adjacent to the System is regularly pruned or otherwise maintained to prevent interference with the System's Insolation. If Purchaser discovers any activity or condition that could diminish the Insolation of the System, Purchaser shall immediately notify Seller and cooperate with Seller in preserving and restoring the System's Insolation levels as they existed on the Effective Date.
- e. **Use and Payment of Contractors and Subcontractors.** Seller shall use suitably qualified, experienced and licensed contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall be responsible for the quality of the work performed by its contractors and subcontractors. Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement.
- f. **Liens.**
- i. **Lien Obligations.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature, except such encumbrances as may be required to allow Seller access to the Premises (each, a "**Lien**") on or with respect to the System. Seller shall not directly or indirectly cause, create, incur, assume or allow to exist any Lien on or with respect to the Premises, other than those Liens which Seller is permitted by law to place on the Premises due to non-payment by Purchaser of amounts due under this Agreement. Each Party shall immediately notify the other Party in writing of the existence of any such Lien following discovery of same, and shall promptly (and in all events within thirty (30) days) cause the same to be discharged and released of record without cost to the other Party; provided, however, that each indemnifying Party has the right to contest any such Lien, so long as it provides a statutory bond or other reasonable assurances of payment that either removes such Lien from title to the affected property, or that assures that any adverse judgment with respect to such Lien shall be paid without affecting title to such property.
- ii. **Lien Indemnity.** Each Party shall indemnify the other Party from and against all claims, losses, damages, liabilities and expenses resulting from any Liens filed against such other Party's property as a result of the indemnifying Party's breach of its obligations under Section 7(j)(i).
- g. **Purchaser Financial Statements.** Within ten (10) days after Seller's written request therefor, but not more than once a year, Purchaser shall deliver to Seller a copy of the financial statements (including at least a year end balance sheet, a statement of profit and loss, and a statement of cash flows) of Purchaser and of any guarantor of Purchaser's obligations under this Agreement for the most recently completed year, prepared in accordance with generally accepted accounting principles (audited by an independent certified public accountant), all then available subsequent interim statements, and such other financial information as may reasonably be requested by Seller. Any information that Purchaser discloses to Seller under this Section 7(k) shall be Confidential Information subject to Section 18. Purchaser shall provide assurance as reasonably requested by the Seller, if the Seller has reasonable grounds for insecurity with

respect to the financial performance of the Purchaser and demands adequate assurance of due financial performance.

8. **Relocation of System.** If, during the Term, Purchaser ceases to conduct business operations at the Premises or vacates the Premises, the Premises have been destroyed, or the Purchaser is otherwise unable to continue to host the System or accept the electricity delivered by the System for any other reason (other than a Default Event by Seller), then the Purchaser may propose in writing the relocation of the System, at Purchaser's cost, in lieu of termination of the Agreement by Seller for a Default Event by Purchaser. If such proposal is practically feasible and preserves the economic value of the agreement for Seller, the Parties shall seek to negotiate in good faith an agreement for the relocation of the System. If the Parties are unable to reach agreement on relocation of the System within sixty (60) days after the date of receipt of Purchaser's proposal, Seller may terminate this Agreement pursuant to Section 11(b)(ii). In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement plus the period starting at the shutdown of the System pursuant to such relocation and ending when the relocated System achieves commercial operation at the new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.
9. **Removal of System upon Termination or Expiration.** Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option under Section 14(b)), Seller shall, at Seller's expense, remove its tangible property comprising the System from the Premises and return the area where the System was located to a condition substantially similar to prior to the installation of the System, except for System mounting pads or other support structures (which may be left in place) and ordinary wear and tear. Seller shall not be obligated to replant trees or shrubs, but, if applicable, shall reasonably patch any System-related roof penetrations existing after removal of a roof-mounted System.
10. **Meter Measurement.** The System's electricity output during the Term shall be measured by Seller's meter, which shall be a revenue grade meter that meets industry standards for accuracy (the "**Meter**"). Purchaser shall have access to the metered energy output data via the monitoring system installed and maintained by Seller as part of the System. Seller shall test the Meter in compliance with the applicable manufacturer's recommendations. If testing of the Meter indicates that the Meter is in error by more than two percent (2%), then Seller shall promptly repair or replace the Meter. Seller shall adjust the records of the amount of electricity delivered by the System based on such test results for: (a) the actual period of time when such error caused inaccurate meter recordings, if such period can be determined to the mutual satisfaction of the Parties; or (b) if the actual period cannot be so determined, then an estimated period equal to one-half (1/2) of the period from the later of: (i) the date of the last previous test confirming accurate metering; or (ii) the date the Meter was placed into service, provided that such estimated period may not exceed one (1) year. Once per calendar year, upon reasonable Notice to Seller, and at Purchaser's sole cost, Purchaser may audit all Meter data collected during the prior twelve (12) months.
11. **Default, Remedies and Damages.**
- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**", the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":
- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
 - ii. failure of a Party to perform any material obligation under this Agreement not addressed elsewhere in this Section 11(a) within ninety (90) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided that if the Default Event cannot reasonably be cured within ninety (90) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed an additional ninety (90) days;
 - iii. any representation or warranty given by a Party under this Agreement was incorrect in any material respect when made and is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar

arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within sixty (60) days);

- v. in the case of Purchaser as the Defaulting Party only, Purchaser (A) loses its rights to occupy and enjoy the Premises, unless (I) the Parties agree upon a relocation under Section 8 above, or (II) Purchaser pays the Termination Payment determined under Section 6 of **Exhibit 1** within thirty (30) days after written request by Seller; or (B) prevents Seller from performing any material obligation under this Agreement unless such action by Purchaser is (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Seller;
- vi. Purchaser prevents Seller from installing or accessing the System (other than Seller's failure to comply with any Permit) or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement;
- vii. Purchaser or Purchaser's affiliate, as applicable, is a "Defaulting Party" under any power purchase agreement, easement or other contract to which Seller or Seller's affiliate is a party

b. Remedies.

- i. **Suspension.** Upon the occurrence and during the continuation of a Default Event by Purchaser, including a Payment Default, Seller may suspend performance of its obligations under this Agreement until the earlier to occur of the date (a) that Purchaser cures the Default Event in full, or (b) of termination of this Agreement. Seller's rights under this Section 11(b)(i) are in addition to any other remedies available to it under this Agreement, at law or in equity.
- ii. **Termination.** Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement by providing five (5) days prior written notice to the Defaulting Party, provided, that in the case of a Default Event under Section 11(a)(iv), the Non-Defaulting Party may terminate this Agreement immediately.
- iii. **Damages Upon Termination by Default.** Upon a termination of this Agreement pursuant to Section 11(b)(ii), the Defaulting Party shall pay a termination payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
 - (A) **Termination by Seller.** If Seller terminates this Agreement for a Default Event by Purchaser, the Termination Payment payable to Seller shall be equal to the sum of (i) the applicable amount set forth in the Termination Payment Schedule set forth as Section 6 of **Exhibit 1**, and (ii) any other amounts previously accrued under this Agreement and then owned by Purchaser to Seller. Notwithstanding the foregoing, if Seller terminates this Agreement prior to commencement of construction of the System, Purchaser shall be obligated to pay Seller one hundred ten percent (110%) of Seller's out-of-pocket costs and expenses, including but not limited to its reasonable attorneys' fees, incurred in connection with this Agreement and the transactions contemplated hereby.
 - (B) **Termination by Purchaser.** If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser will be equal to the sum of (i) the present value of the excess, if any, of the reasonably expected cost of electricity from the utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all direct costs reasonably incurred by Purchaser by reason of the termination; and (iii) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment determined under this Section 11(b)(iii)(B) cannot be less than zero.

- iv. **Liquidated Damages.** The Parties agree that, if Seller terminates this Agreement prior to the expiration of the Term pursuant to Section 11(b)(ii), actual damages would be difficult to ascertain, and the Termination Payment determined in accordance with Section 11(b)(iii)(A) is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement and is not a penalty.

- c. **Obligations Following Termination.** If a Party terminates this Agreement pursuant to Section 11(b)(ii), then following such termination, Seller shall remove the equipment constituting the System in compliance with Section 9 above at the sole cost and expense of the Defaulting Party, *provided, however* that Seller shall not be required to remove the System following the occurrence of a Default Event by Purchaser until Seller has received the Termination payment and, if termination is pursuant to Section 11(a)(i), unless Purchaser pre-pays the cost of restoration reasonably estimated by Seller.
- i. **Reservation of Rights.** Except in the case of a termination under Section 11(b)(ii) and payment of a Termination Payment, if any, determined pursuant to Section 11(b)(iii), nothing in this Section 11 limits either Party's right to pursue any remedy under this Agreement, at law or in equity, including with respect to the pursuit of an action for damages by reason of a breach or Default Event under this Agreement.
- ii. **Mitigation Obligation.** Regardless of whether this Agreement is terminated for a Default Event, the Non-Defaulting Party must make commercially reasonable efforts to mitigate its damages as the result of such Default Event, provided that such obligation shall not reduce Purchaser's obligation to pay the full Termination Payment set forth in Section 6 of **Exhibit 1** following a Default Event by Purchaser.
- iii. **No Limitation on Payments.** Nothing in this Section 11 excuses a Party's obligation to make any payment when due under this Agreement, including with respect to payments for electricity that would have been delivered to Purchaser but for a Purchaser breach or Default Event.

12. **Representations and Warranties.**

- a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:
- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and will not violate any law; and this Agreement is the valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.
- b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:
- i. **Licenses.** (a) Purchaser has title to or a leasehold or other valid property interest in the Premises such that Purchaser has the full right, power and authority to grant the Licenses in Section 7(a), (b) such grant of the Licenses does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Premises and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Premises, and (c) if Purchaser does not own the Premises or any improvement on which the System is to be installed, Purchaser has obtained all required consents from the owner of the Premises, to grant the Licenses to Seller so that Seller may perform its obligations under this Agreement. Purchaser will obtain a subordination and non-disturbance agreement from the lessor of any lease and the grantee of each encumbrance in form and substance satisfactory to Seller.
- ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser is bound.
- iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to (a) the Premises, (b) the Site on which the System is to be installed, if applicable, (c) Purchaser's planned use of the Premises, and (d) Purchaser's estimated electricity requirements, is accurate in all material respects.
- iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.

- v. **Limit on Use.** No portion of the electricity generated by the System shall be used to heat a swimming pool.
- c. **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser the following:
 - i. If Seller penetrates the roof on which the System is installed, during System installation or any System repair, Seller shall warrant roof damage it causes as a direct result of these roof penetrations. This roof warranty shall terminate upon the later of (a) one (1) year following the completion of the System installation or repair, as the case may be, and (b) the length of any then-effective installer warranty on the applicable roof.
 - ii. If Seller damages any other part of the Premises (including roof damages not covered under Section 12(c)(i) above), Seller shall repair or reimburse Purchaser for such damage, as agreed by the Parties.
- d. **NO OTHER WARRANTY.** THE WARRANTIES SET FORTH IN SECTIONS 12(a) AND 12(c) OF THIS AGREEMENT ARE PURCHASER'S SOLE AND EXCLUSIVE BASIS FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 12(a) AND 12(c), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, APPLIES UNDER THIS AGREEMENT. IF A PERFORMANCE GUARANTY IS BEING PROVIDED TO PURCHASER, THE PERFORMANCE GUARANTY WILL REPRESENT A SEPARATE CONTRACT BETWEEN PURCHASER AND THE ISSUER OF THE PERFORMANCE GUARANTY. IF THE ISSUER OF THE PERFORMANCE GUARANTY (OR ANY SUBSEQUENT ASSIGNEE) AND THE SELLER ARE NOT THE SAME PERSON, NO RIGHTS PROVIDED TO PURCHASER BY THE PERFORMANCE GUARANTY MAY BE ASSERTED UNDER THIS AGREEMENT, AND NO CLAIM UNDER THE PERFORMANCE GUARANTY WILL AFFECT PURCHASER'S OBLIGATIONS UNDER THIS AGREEMENT.

13. **Insurance.**

- a. **Insurance Coverage.** At all times during the Term, the Parties shall maintain the following insurance, as applicable:
 - i. **Seller's Insurance.** Seller shall maintain or ensure the following is maintained (a) commercial general liability insurance with coverage of at least one million Dollars (\$1,000,000) per occurrence and two million Dollars (\$2,000,000) annual aggregate, (b) employer's liability insurance with coverage of at least one million Dollars (\$1,000,000) and (c) workers' compensation insurance as required by law. Additionally, upon the Commercial Operation Date, Seller shall carry commercially adequate property loss insurance for the System or shall self-insure for such exposure. Seller's coverage may be provided as part of an enterprise self-insurance program.
 - ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least one million Dollars (\$1,000,000) per occurrence and two million Dollars (\$2,000,000) annual aggregate. Additionally, Purchaser shall carry commercially adequate property loss insurance for the Premises and the Facilities.
- b. **Policy Provisions.** Each Party's insurance policies shall (i) contain a provision whereby the insurer agrees to give the other Party at least thirty (30) days (ten (10) days for non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party.
- c. **Certificates.** Upon the other Party's request, each Party shall deliver to the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- d. **Deductibles.** Each Party shall pay its own insurance deductibles, except in the case of claims (i) resulting from a breach of this Agreement, in which case the breaching Party is responsible for payment of the non-breaching Party's deductible for any responding insurance, and (ii) covered by an indemnity set forth in this Agreement.

14. Ownership; Option to Purchase.**a. Ownership of System.**

- i. **Ownership; Personal Property.** Throughout the Term, Seller shall be the legal and beneficial owner of the System, and all RECs and Incentives, and the System will remain the personal property of Seller and will not attach to or be deemed a part of, or fixture to, the Premises or any improvement on which the System is installed. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports shall be filed in a manner consistent with this Agreement. The System will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.
- ii. **Notice to Purchaser Lienholders.** Purchaser shall use commercially reasonable efforts to place all parties having a Lien on the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If any mortgage or fixture filing against the Premises could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder.
- iii. **Fixture Disclaimer.** If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Premises are located. If Purchaser is not the fee owner, Purchaser shall obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller has the right to file such disclaimer.
- iv. **SNDA.** Prior to the Commencement of Installation, Purchaser shall deliver to Seller a subordination and non-disturbance agreement in a form mutually acceptable to Seller and the provider of the subordination and non-disturbance agreement from the owner of the Premises (if the Premises are leased by Purchaser), any mortgagee with a Lien on the Premises, and other Persons holding a similar interest in the Premises.
- v. **Eviction Notice.** To the extent that Purchaser does not own the Premises or any improvement on which the System is installed, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or applicable improvement or termination of Purchaser's lease of the Premises and/or improvement.

b. Option to Purchase.

- i. **Exercise of Option.** At the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the greater of the Fair Market Value of the System (as defined below) or the Termination Payment set forth in Section 6 of **Exhibit 1** applicable as of the date of the transfer of title to the System. Purchaser shall notify Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be completed prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Following receipt of Purchaser's Notice, Seller shall determine and Notify the Purchaser of the Fair Market Value and the Termination Payment. If Purchaser disagrees with any determination of Fair Market Value (to the extent in excess of the Termination Payment) it shall Notify Seller in writing and the Parties shall determine the Fair Market Value in accordance with the following paragraph. Upon final determination of the Fair Market Value, but in any event on or before the Purchase Option Date: (i) the Parties shall promptly execute all documents necessary to: (A) cause title to such System to pass to Purchaser, free and clear of any liens; and (B) assign any warranties for such System to Purchaser; and (ii) Purchaser shall pay the purchase price to Seller in immediately available funds. Purchaser shall also execute such documents reasonably necessary for Purchaser to accept, assume and perform all then-existing agreements relating to such System or the energy, including operations and maintenance agreements, agreements relating to Incentives or RECs.
- ii. **Fair Market Value.** The Fair Market Value is the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation. If the Purchaser does not agree with Seller's determination of Fair Market Value pursuant to the preceding paragraph, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine

the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser will be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Purchaser. Notwithstanding the foregoing, If Seller enters into a sale/leaseback, lease pass-through, or partnership flip transaction in connection with funding the installation of the System, the process of determining the Fair Market Value of the System in the Agreement will be the same as provided in the agreements for such sale/leaseback, lease pass-through or partnership flip transaction, if any such process is provided in connection with such transactions.

- iii. **Title Transfer, Warranties and Manuals.** Seller shall transfer good title to the System to Purchaser upon Seller's receipt of the purchase price and execution by the Parties of a written instrument or agreement to effect such transfer. The System will be sold "as is, where is, with all faults". Seller will assign to Purchaser any manufacturer's warranties that are in effect as of the date of purchase and which are then assignable pursuant to their terms, but Seller otherwise disclaims all warranties of any kind, express or implied, concerning the System (other than as to title). Seller shall also provide Purchaser all System operation and maintenance manuals and logs in Seller's possession and provide Purchaser basic training on the operation and maintenance of the System upon Purchaser's reasonable request. Upon purchase of the System, Purchaser shall assume complete responsibility for the operation and maintenance of the System and liability for the performance of (and risk of loss for) the System, and, except for any Seller obligations that survive termination under Section 20(c), Seller will have no further liabilities or obligations hereunder for the System.

15. Indemnification and Limitations of Liability.

- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party, its affiliates and the other Party's and its affiliates' respective directors, officers, shareholders, partners, members, agents and employees (collectively, the "**Indemnified Parties**"), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from (i) any Claim (as defined in Section 15(b) by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by (i) the negligence or willful misconduct of Indemnifying Party or its agents or others under Indemnifying Party's control, or (ii) a Default Event by the Indemnifying Party. This Section 15(a) does not apply to Liabilities arising out of or relating to any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 15(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 15(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section 15(b) for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.**
 - i. **Seller Indemnity.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 15(c)(iv)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
 - ii. **Purchaser Indemnity.** Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors, agents or employees.
 - iii. **Notice.** Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous**

Substance” means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

- i. **No Consequential Damages.** Except with respect to indemnification of third-party claims pursuant to Section 15(b), neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers will be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature (including, without limitation, lost revenues, lost profits, lost business opportunity or any business interruption) arising out of their performance or non-performance hereunder even if advised of such. Notwithstanding the previous sentence, the Termination Payment set forth in Section 6 of **Exhibit 1** shall be deemed to be direct, and not indirect or consequential damages for purpose of this Section 15(d)(i)
- ii. **Actual Damages.** Except with respect to indemnification of Claims pursuant to this Section 15, and except as otherwise limited in Section 13(d), Seller’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement cannot exceed the total payments made (and, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section 15(d)(ii) will apply whether such liability arises in contract, tort, strict liability or otherwise.

e. **EXCLUSIVE REMEDIES.** TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY IN SECTION 11(b) OR ELSEWHERE, SUCH REMEDIES ARE THE AFFECTED PARTY’S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

f. **Comparative Negligence.** Where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

16. **Change in Law.**

- a. **Impacts of Change in Law.** If Seller determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on Seller’s rights, entitlement, obligations or costs under this Agreement, then Seller may so notify the Purchaser in writing of such Change in Law. Within thirty (30) days following receipt by the Purchaser of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller may terminate this Agreement and remove the System and restore the Premises in accordance with Section 9 without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.
- b. **Illegality or Impossibility.** If a Change in Law renders this Agreement, or Seller’s performance of this Agreement, either illegal or impossible, then Seller may terminate this Agreement immediately upon notice to Purchaser without either Party having further liability under this Agreement except with respect to liabilities accrued prior to the date of termination.

“Change in Law” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority.

17. **Assignment and Financing.**

a. **Assignment.**

- i. **Restrictions on Assignment.** Subject to the remainder of this Section 17(a), this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be

unreasonably withheld or delayed. Purchaser may not withhold its consent to an assignment proposed by Seller where the proposed assignee has the financial capability and experience necessary to operate and maintain solar photovoltaic systems such as the System.

- ii. **Permitted Assignments.** Notwithstanding Section 17(a)(i), Seller may, without the prior written consent of Purchaser, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to: (A) any Financing Party (as defined in Section 17(b)); (B) any entity through which Seller is obtaining financing from a Financing Party; (C) any affiliate of Seller or any person succeeding to all or substantially all of the assets of Seller; or (D) an entity that has: (i) comparable experience in operating and maintaining photovoltaic (PV) systems comparable to the System; and (ii) the financial capability to maintain the System and perform hereunder; provided that Seller is not released from liability hereunder as a result of any assignment to an affiliate unless the assignee assumes Seller's obligations hereunder by binding written instrument.
 - iii. **Successors and Permitted Assignees.** This Agreement is binding on and inures to the benefit of successors and permitted assignees. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Seller.
- b. **Financing.** The Parties acknowledge that Seller may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each, a "**Financing Party**") in connection with the installation, construction, ownership, operation and maintenance of the System. In furtherance of Seller's financing arrangements and in addition to any other rights or entitlements of Seller under this Agreement, Purchaser shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Seller or the Financing Parties; provided that such estoppels, consents to assignment or amendments do not alter the fundamental economic terms of this Agreement.
- c. **Financing Accommodations.** In the event Seller collaterally assigns its rights hereunder to the Financing Party as security, any related Financing Party consent will contain provisions substantially as follows:
- i. Seller and Purchaser will neither modify nor terminate the Agreement other than as provided therein, without the prior written consent of the Financing Party.
 - ii. The Financing Party shall have the right, but not the obligation, to do any act required to be performed by Seller under the Agreement, and any such act performed by the Financing Party shall be as effective to prevent or cure a default as if done by Seller itself.
 - iii. If Purchaser becomes entitled to terminate the Agreement due to an uncured Default Event by Seller, Purchaser shall not terminate the Agreement unless it has first given notice of such uncured Default Event to the Financing Party and has given the Financing Party the same cure periods afforded to Seller under this Agreement, plus an additional thirty (30) Days beyond Seller's cure period to cure any monetary Default Event and an additional one hundred twenty (120) days beyond Seller's cure period to cure any non-monetary Default Event; provided if the Financing Party requires possession of the Project in order to cure the Default Event, and if the Financing Party diligently seeks possession, the Financing Party's additional thirty (30) day or one hundred twenty (120) day cure period, as applicable, shall not begin until foreclosure is completed, a receiver is appointed or possession is otherwise obtained by or on behalf of the Financing Party.
 - iv. A Financing Party will not be obligated to perform, or be liable for, any obligation of Seller under the Agreement until and unless assumed through the exercise of the Financing Party's rights and remedies.
 - v. Any Person assuming the Agreement through the exercise of the Financing Party's rights and remedies shall remain subject to the terms of the Agreement and shall assume all of Seller's obligations under the Agreement including the obligation to cure any then-existing defaults capable of cure by performance or the payment of money damages. If the Financing Party, or its successor, assumes the Agreement in accordance with this subparagraph (e), Purchaser shall continue the Agreement with the Financing Party or its successor, as the case may be, substituted wholly in the place of Seller.
 - vi. If the Financing Party, or its successor, assumes the Agreement in accordance with Section 17(a), within ninety (90) Days of any termination of the Agreement in connection with any bankruptcy or insolvency Default Event of Seller, the Financing Party (or its successor) and Purchaser shall enter into a new power purchase agreement on the same terms and conditions as the Agreement and for the period that would have been remaining under the Agreement but for such termination.

- vii. Purchaser agrees to provide such opinions of counsel as may be reasonably requested by Seller or a Financing Party in connection with the financing or sale of the System, at Seller's expense.
- d. **Termination Requires Consent.** Seller and Purchaser agree that any right of Seller to terminate this Agreement is subject to the prior written consent of any Financing Party.

18. **Confidentiality.**

- a. **Confidential Information.** To the maximum extent permitted by applicable law, if either Party provides confidential information ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).
- b. **Permitted Disclosures.** Notwithstanding Section 18(a):
- i. a Party may provide such Confidential Information to its affiliates and to its and its affiliates' respective officers, directors, members, managers, employees, agents, contractors, consultants and Financing Parties (collectively, "Representatives"), and potential direct or indirect assignees of this Agreement if such potential assignees are first bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information.
- ii. Confidential Information does not include any information that (a) becomes publicly available other than through breach of this Agreement, (b) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena, (c) is independently developed by the receiving Party, or (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by applicable law.
- c. **Miscellaneous.** All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party's option) after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Section 18 by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Section 18. To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 18, but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two (2) years.
- d. **Goodwill and Publicity.** Neither Party may (a) make any press release or public announcement of the specific terms of this Agreement or the use of solar or renewable energy involving this Agreement (except for filings or other statements or releases as may be required by applicable law), or (b) use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the System and its use, and each Party may promptly review, comment upon and approve any publicity materials, press releases or other public statements before they are made. Notwithstanding the above, Seller is entitled to place signage on the Premises reflecting its association with the System and shall have the right, without Purchaser's approval, to include references to the System and this Agreement in its marketing materials and in connection with solicitations and requests for proposals.

19. **Governing Law, Dispute Resolution, and Waiver of Jury Trial.**

- a. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the domestic laws of the State of California without reference to any choice of law principles. Any and all disputes arising out of or

in connection with this Agreement shall be resolved in accordance with Section 19(b) (Dispute Resolution) provided below.

b. Dispute Resolution.

- i. **Meet and Confer.** If a dispute arises between Seller and Purchaser in connection with this Agreement or the System, then, the Parties shall attempt to resolve such dispute through senior management negotiations. Either Party may, by Notice to the other Party, request a meeting to initiate negotiations to be held at a mutually agreed time and place (either in person or by phone) within ten (10) Business Days after the other Party's receipt of such request. If the Dispute has not been resolved by senior management within thirty (30) days after commencement of such senior management negotiations, either Party may pursue available remedies under the terms of this Agreement. The Parties shall attempt to resolve all Disputes promptly, equitably and in good faith.
- ii. **Jurisdiction and Venue.** Any legal action or proceeding with respect to or arising out of this Agreement shall be brought in or removed to the courts of the Federal District Court of California located in Santa Clara County or, if such court lacks or declines jurisdiction, the courts of the State of California in Santa Clara County, to the exclusion of all other courts. EACH PARTY CONSENTS AND AGREES THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN AND ONLY IN SUCH COURTS AND WAIVES (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR DISPUTE WAS BROUGHT IN AN INCONVENIENT FORUM OR ANY SIMILAR OBJECTION AND AGREES NOT TO PLEAD OR CLAIM THE SAME..
- iii. **Fees and Costs.** The costs and fees associated with a meet and confer or mediation shall be split equally between the parties. The prevailing party in any dispute shall be entitled to reasonable attorneys' fees and costs.

- c. Waiver of Jury Trial.** TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY.

20. General Provisions.

- a. **Definitions and Interpretation.** Unless otherwise defined or required by the context in which any term appears: (i) the singular includes the plural and vice versa, (ii) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement, (iii) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time, and (iv) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and will not be considered in interpreting this Agreement. As used in this Agreement, "Dollar" and the "\$" sign refer to United States dollars.
- b. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing.
- c. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation provisions related to billing and payment and indemnification, will survive termination of this Agreement.
- d. **Further Assurances.** Each Party shall provide such information, execute and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- e. **Waivers.** No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

- f. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and remove the System in accordance with Section 9 of this Agreement.
- g. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- h. **No Partnership.** No provision of this Agreement may be construed or represented as creating a 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 may be considered the agent of the other.
- i. **Entire Agreement, Modification, Invalidity, Captions.** This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of applicable law.
- j. **Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- k. **No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Seller or Purchaser, and do not imply or create any rights on the part of, or obligations to, any other Person.
- l. **Utility Rates.** Utility rates and utility rate structures are subject to changes. These changes cannot be accurately predicted. Projected savings from your distributed energy generation system are therefore subject to change. Tax incentives are subject to change or termination by executive, legislative or regulatory action.
- m. **Counterparts.** This Agreement may be executed in any number of separate counterparts and each counterpart will be considered an original and together comprise the same Agreement.

Exhibit 4
FORM OF EASEMENT AGREEMENT

RECORDING REQUESTED BY:**[SCP XX LLC]**

Attn: Sustainable Capital Finance Inc.
99 Almaden Blvd.
Suite 720
San Jose, CA 95113

AND WHEN RECORDED MAIL TO:**[SCP XX LLC]**

Attn: Sustainable Capital Finance Inc.
99 Almaden Blvd.
Suite 720
San Jose, CA 95113

Space above this line for Recorder's use.

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this ___ day of _____, 20__ (the “**Effective Date**”), by and between _____, a [STATE] [entity type] (“**Grantor**”), and **SCP XX LLC**, a Delaware limited liability company (“**Grantee**”).

Recitals

A. Grantor is the owner of those certain parcels or tracts of ground located in City of _____, County of _____, State of _____, and more particularly described on **Attachment A** attached hereto and incorporated herein (all of which parcels or tracts of ground are referred to herein as the “**Property**”).

B. Grantor, or its affiliate, and Grantee entered into a certain unrecorded Solar Power Purchase Agreement (the “**Solar Agreement**”) pursuant to which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system (the “**System**”) on the Property, as preliminarily depicted on Attachment B (the “**Premises**”) for the purpose of providing electric energy to portions of the facilities or facility (the “**Facility**”) located on the Property, and for purposes as otherwise set forth herein.

C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the System on and from the Property.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Property in order to construct, install, access, alter, protect, repair, maintain, replace, own, operate, maintain and remove (a) the System, including any facilities or equipment appurtenant thereto as Grantee may from time to time require, and (b) electric lines and equipment, including inverters and meters, necessary to interconnect the System to Grantor’s electric system at the Facility, to a utility’s electric distribution system, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Property as reasonably necessary to provide access to and services reasonably required for Grantee’s performance under the Solar Agreement. The easements granted hereunder shall run with and burden the Property for the term of this Agreement. During the Term, Grantor shall ensure that Grantee’s

rights under this Easement and Grantee's access to the Premises and the Facility are preserved and protected. Grantor shall not interfere with nor shall it permit any third parties to interfere with such rights or access.

2. **Term of Agreement.** Unless earlier terminated by Grantee, in Grantee's sole discretion, Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the later of (a) the thirtieth (30th) anniversary of the Effective Date, and (b) one hundred twenty (120) days following expiration of the term of the Solar Agreement, and (c) earlier termination of the Solar Agreement due to default by Grantee thereunder. For avoidance of doubt, this Agreement shall remain in effect after any termination of the Solar Agreement due to default by Grantor thereunder until the thirtieth (30th) anniversary of the Effective Date. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby. Grantee shall have the right to terminate this Agreement as to all or any portion of the Premises at any time in its sole discretion, effective upon written notice to Grantor.
3. **Obstructions.** Grantor understands that unobstructed sunlight ("**Insolation**") is essential to Grantee's performance of its obligations under the Solar Agreement. Therefore, in addition to the rights afforded Grantee under the Solar Agreement, Grantee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Property, and may level and grade such portions of the Property, to the extent reasonably necessary to carry out the purposes set forth herein and under the Solar Agreement; provided that Grantor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Alternatively, Grantor may elect to remove an obstruction at its sole cost and expense. Grantor covenants for itself, its heirs, successors and assigns that:
 - a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Property on which is located any portion of the System, including any related interconnection equipment; and
 - b. if such a structure or obstruction is built or placed within any portion of the Property on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee. Grantee may erect a fence on such portions of the Premises or the Facility on which any portion of the System, are located in order to exclude Grantor and others from accessing such areas provided that Grantor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.
4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Property and the Facility in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Grantor shall not, nor shall it permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Grantee.
5. **Title.** Grantor represents and warrants to Grantee that Grantor holds fee simple title to the Property, free and clear of all liens and any other encumbrances, except as expressly disclosed on Attachment A. No lien or other encumbrance to which the Property is subject would reasonably be expected to adversely impact Grantee's rights hereunder or under the Solar Agreement. Upon request by Grantee, Grantor shall assist Grantee in a commercially reasonable manner to obtain easement crossing consent letters, subordination agreements, non-disturbance agreements, and other documents as so needed in relation to any liens and encumbrances encumbering the Property. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Property, Premises or the Facility, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage (the "**Subsequent Mortgage**"), Grantor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **Recordation; Possession.** This Agreement may be recorded against the Property by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the state where the System is located, without regard to conflicts of law principles.
8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

9. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.
10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Amendments; Acknowledgments.** Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by any actual or prospective Grantee lender or investor, any assignee of rights under this Agreement, or the lender or investor of any assignee hereunder.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this __ day of _____, 20__.

GRANTOR:

_____, a [STATE] [entity type]

By: _____

Print Name: _____

Title: _____

GRANTEE:

SCP XX LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Attachment A

Description of the Property

Attachment B
Depiction of the Premises

A ____ kW(dc) solar photovoltaic generating system mounted to carport structures located at ADDRESS, depicted as follows:

INSERT IMAGE OF SYSTEM

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)
) ss.
County of)

On _____ before me, _____, a 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 _____

(Seal)

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)
) ss.
County of)

On _____ before me, _____, a 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.

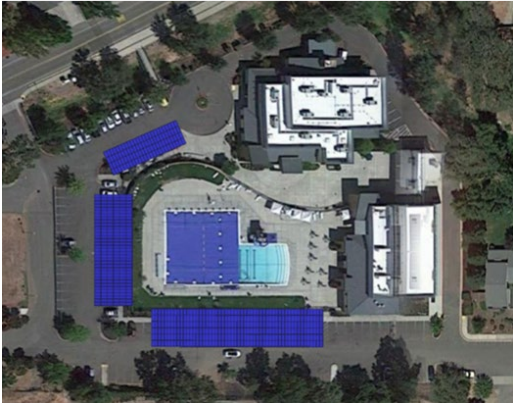
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Solar Energy Project Locations



Cameron Park Community Center



Fire Station 89



Fire Station 88

RESOLUTION No. 2020-27
OF THE BOARD OF DIRECTORS
OF THE CAMERON PARK COMMUNITY SERVICES DISTRICT
November 18, 2020

**RESOLUTION TO APPROVE AN AMENDMENT TO THE AGREEMENT
BETWEEN CAMERON PARK COMMUNITY SERVICES DISTRICT
AND ARC ALTERNATIVES**

WHEREAS, on November 20, 2019, the Cameron Park Community Services District (District) and ARC Alternatives entered into an Agreement for advice and guidance with regard to professional services and program implementation; and

WHEREAS, the Solar Energy Ad Hoc Committee recommends the pursuit of a solar project to reduce utility costs for the District; and

WHEREAS, the District wishes to pursue a solar project to benefit the District and continue ARC Alternatives professional services to assist in this endeavor;

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors authorize the Board President to enter into the First Amendment to the Agreement between the District and ARC Alternatives.

PASSED AND ADOPTED by the Board of Directors of the Cameron Park Community Services District, at a regularly scheduled meeting, held on the 18th day of November 2020, by the following vote of said Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Director Monique Scobey, Vice President
Board of Directors

Jill Ritzman, General Manager
Secretary to the Board

**FIRST AMENDMENT TO THE
INDEPENDENT CONSULTING AGREEMENT**

This First Amendment to the Independent Consulting Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between *ARC Alternatives* (hereinafter referred to as “Consultant”) and the *Cameron Park Community Services District* (hereinafter referred to as “District”).

WITNESSETH

WHEREAS, District wishes to amend the Agreement to continue to obtain advice and guidance with regard to professional services and program implementation; and

WHEREAS, Consultant is agreeable to continue to provide professional services and program implementation and is in the business of providing service and/or advice to businesses and agencies in such areas; and

WHEREAS, Consultant and District wish to continue in a mutually beneficial business relationship;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby agreed by and between the parties to enter into the First Amendment to the Agreement as outlined in attached Exhibit A.

EXECUTED on this 18TH day of November, 2020 at Cameron Park, California.

Date: _____

CONSULTANT Signature

Russell Driver, Principal

Printed Name and Title

Date: _____

Signature

Monique Scobey, President, Board of Directors

Printed Name and Title



November 11, 2020

Jill Ritzman
General Manager
Cameron Park Community Services District
2502 Country Club Dr
Cameron Park, CA 95682

Dear Ms. Ritzman:

Thank you for the opportunity to submit this proposal to continue to assist the Cameron Park Community Services District (District) with additional work on the solar procurement effort. ARC Alternatives brings an unmatched combination of solar expertise and experience acting as a third-party expert for energy programs and projects.

We are committed to efficiently and effectively using our resources, as well those of our clients. Our goal is to help our customers build robust energy solutions focused on reducing energy spend, replacing aging energy infrastructure, maintaining occupant comfort, and sustaining building functionality. We are a completely independent firm with no technology biases or ties to solution providers.

This proposal includes the services necessary to finalize vendor selection and assist with contract negotiations. ARC Alternatives will work with the District's counsel and SunWorks to negotiate the Power Purchase Agreement with a target execution date of December 2020 in order to secure the proposed PPA rate.

Background

The District hired ARC Alternatives in November 2019 to provide solar feasibility and procurement support services. ARC Alternatives has completed the solar feasibility study, solicited pricing, and evaluated proposals for multiple procurement options. Additional support is being requested to finalize the selection and assist in contract negotiations.

Key Personnel

Mr. Russell Driver, Principal and Co-Founder of ARC Alternatives, will be the Principal-In-Charge and overall project manager for this engagement. Mr. Driver has over 20 years of experience managing large-scale technology programs in complex institutional settings. Mr. Driver specializes in the development and implementation of energy programs in the public sector, with an emphasis on educational institutions and local governments in California. Mr. Driver led consulting efforts supporting energy and solar programs at Alameda County (R-REP), Chico Unified School District, Durham Unified School District, Oroville Union High School District, Redlands Unified School

District, Santa Clara Unified School District, UC Santa Cruz, and the Washington Unified School District. These programs have seen the implementation of over 55 MW of generating capacity at almost 200 sites. Mr. Driver also provides solar consulting support to cities and counties, including several joint procurement efforts in California and Hawaii. Mr. Driver's expertise includes solar technology, utility rate analysis, energy economics, public sector procurement, design-build contracting, system design review, construction oversight, project management, and data management. Mr. Driver has a Bachelor of Arts from Stanford University and a Master's Degree from UCLA. He is an active volunteer in the community and is currently a member of the Contra Costa Transportation Authority's Citizens Advisory Committee. He previously chaired the Town of Moraga Planning Commission and Climate Action Plan Task Force.

Niko Kalinic, Senior Program Manager, provides a unique combination of technical and programmatic support with a proven ability to successfully lead projects from feasibility through implementation. With extensive experience designing, implementing, and managing complex energy programs with public sector clients and a strong background in energy engineering and project management, he excels at communicating effectively across multidisciplinary teams while keeping stakeholders informed and involved. Mr. Kalinic has successfully supported over 50MW of solar projects for California K-12 public school districts and local governments. In the past year alone, Mr. Kalinic has been the Program Manager for over 12MW of solar projects for California K-12 public school districts. Mr. Kalinic holds a Bachelor of Science in Mechanical Engineering and Master of Science in Civil Engineering, Building Systems, from the University of Colorado, Boulder.

Simon Olivieri, P.E., Senior Engineer, specializes in data analysis and mathematical modeling. Using his background in energy engineering, he has developed whole building energy analysis and statistical modeling tools used by technical reviewers for the UC/CSU IOU and CCC/IOU MBCx programs. In addition to data analysis and energy engineering, Mr. Olivieri has worked with several California K-12 public school districts to develop and install solar systems and he has overseen the installation of over 16MW of generating capacity at over 25 school sites. Mr. Olivieri has a Bachelor of Science in Mechanical Engineering from the University of California San Diego and Master of Science in Civil Engineering-Building Systems from the University

Schedule and Cost

ARC Alternatives can begin the work upon receiving Notice to Proceed (NTP). The contract negotiations will need to be finalized before the end of the year if pursuing a PPA in order to secure the proposed PPA rate.

Our cost estimate to deliver the work is shown below.

**Proposed Scope and
Cost Estimate**

Task	Hours	Cost
1. Finalize Selection and Contract Negotiations	42	\$ 8,194
Grand Total	42	8,194

** Client will be billed for Direct Expenses without markup*

These estimates are based on similar work done for other clients and can be modified based on District input. Please let us know if the scope needs fine-tuning to better meet your needs.

Please do not hesitate to reach out to me at 415-420-5727 or russell@arc-alternatives.com with any questions or clarifications regarding our proposal, and we look forward to the opportunity to continue to work with the Cameron Park Community Services District.

Sincerely,



Russell Driver, Principal
ARC Alternatives



Agenda Transmittal

DATE: November 18, 2020

FROM: Vicky Neibauer, Finance and Human Resources Officer

AGENDA ITEM #12: **FISCAL YEAR 2020-21 FIRST QUARTER FINANCIAL STATUS REPORT**

RECOMMENDED ACTION: RECEIVE AND FILE

INTRODUCTION

The Fiscal Year 2020-21 First Quarter Financial Status Report for the General Fund, Fund 01, is attached (Attachment 12A). The report period is 7-1-20 through 9-30-20 which represents 25% of the Fiscal Year. When comparing the First Quarter FY 2020-21 to last year's First Quarter FY 2019-20, the reports have similar bottom lines, despite the impacts of COVID-19.

DISCUSSION

Overview

The District's financial status to date appears within budget expectations and aligns with FY 2019-20 first quarter financial results.

1 st Quarter Comparisons	FY 2019-20		FY 2020-21	
	Totals YTD	Percentage	Total YTD	Percentage
Revenues	\$497,369	7.4%	\$561,411	8.38%
Expenditures	\$988,709	14.3%	\$811,821	12.12%
Net Revenues over Expend	-\$491,340		-\$250,410	

Typical First Quarter Anomalies

The first quarter of every fiscal year is unique due to anomalies in both revenue and expenditures. Many one-time expenditures occur at the beginning of a fiscal year. The following are one-time expenditures during the first quarter of FY 2020-21.

Acct Number	Title	Percent Expended
5160	CalPERS Unfunded Liability	63.68%
5170	Workers Compensation	97.96%
5320	Insurance	97.64%
5236	CAL FIRE Contract payment – 1 st Quarter *	0.00%

**typically received for payment the quarter after services are rendered*

Most revenues are generated in the latter half of the fiscal year. Property tax revenues are typically received in January, March, and August. Parks and recreation revenues related to summer operations, such as annual pass sales and enrollment in summer programs, are received in the spring and early summer months.

Changes Due to COVID

In all departments, staff has taken action to reduce expenditures in service and supply accounts for non-critical operations, reduce staffing expenditures with furloughs and reduced part-time hours, and increase or expand revenues where opportunity and COVID guidelines allow. Staff successes can be seen in revenues exceeding expectations in accounts reflecting facility use fees. Concurrently, the District is experiencing less than anticipated recreation program revenues for traditional programming. Staff saved appropriations matching the under collection of recreation revenues resulting from these programming suspensions and cancellations. Specific results are shown below.

Acct Number	Title	Percent Received/Expended
Revenue		
4186	Gym Rentals	53.41%
4181	Lake Season Passes	46.02%
4187	Pool Use Fees	30.12%
4154	Recreation Program Revenue	-.13%**
Expenditure		
5209	Advertising/Marketing	2.91%
5316	Instructor Payments	0.00%
5421	Program Supplies Costs	.10%

5410	Postage	4.66%
5412	Printing	2.73%

***due to program refunds*

CONCLUSION

Staff continue to implement short-term strategies that respond to the State and County restrictions placed on the District's operations due to COVID. Those tasks and strategies include:

- ✓ District's FEMA request for \$12,270 submitted for expenses through August 2020;
- ✓ District received the allocated CARES funding of \$6,776;
- ✓ Full time staff furloughs continue in Recreation; winter furloughs are being considered for additional Departments;
- ✓ Limited use of part-time seasonal staff;
- ✓ Cost savings in utilities associated with assembly hall and classrooms not being rented;
- ✓ Purchases limited to essential items in all departments.

Lastly, the majority of programming revenue refunds resulting from suspended or cancelled programs were processed in FY 2019-20. Minimal household credits remain that may impact future recreation programming revenue to the extent household credits accrue to fund future recreation programming or conversion to cash is requested.

Attachment:

12A – Fiscal Year 2020-21 First Quarter Financial Status Report

**Cameron Park Community Services District
1st Quarter Financial Status Report
For The Period 7-1-2020 thru 9-30-2020**

		Total Proposed Final	7-1-20 thru 9- 30-20	Percentage Expended to Date
Operating Revenue				
Property Taxes	4110	4,327,061.00	10,188.72	0.24%
Franchise Fees	4113	200,000.00	40,038.65	20.02%
Fire Marshall Plan Review	4132	40,000.00	4,744.20	11.86%
Recreation Program Revenue	4154	443,395.00	(555.00)	-0.13%
Transfer In	4165	50,033.00	0.00	0.00%
Special Events	4170	0.00	80.00	#DIV/0!
Lake Season Pass	4181	43,598.00	20,065.75	46.02%
Picnic Site Rentals	4182	1,595.00	0.00	0.00%
CC Facility Rentals	4185	60,304.00	400.00	0.66%
Gym Rentals	4186	27,030.00	14,437.62	53.41%
Pool Use Fees	4187	87,215.00	26,266.82	30.12%
Parks Fac Rev - Sports Fields	4190	35,642.00	7,065.00	19.82%
Donations	4250	0.00	600.00	#DIV/0!
Sponsorships	4255	30,000.00	0.00	0.00%
JPA Reimbursable	4260	1,150,000.00	383,333.32	33.33%
Fire Apparatus Equip Rental	4262	10,000.00	291.62	2.92%
Reimbursement	4400	66,200.00	0.00	0.00%
Weed Abatement	4410	20,000.00	0.00	0.00%
Interest Income	4505	25,000.00	2,187.64	8.75%
Other Income	4600	12,000.00	313.07	2.61%
Grant - CI	4605	<u>71,120.00</u>	<u>51,984.45</u>	<u>73.09%</u>
Total Operating Revenue		<u>6,700,193.00</u>	<u>561,411.33</u>	<u>8.38%</u>
Expenditures				
Salaries - Perm.	5000	744,778.00	161,292.44	21.66%
Salaries - Seasonal	5010	110,540.00	34,680.58	31.37%
Overtime	5020	10,000.00	2,352.18	23.52%
Health Benefit	5130	112,365.00	30,758.72	27.37%
Retiree Health Benefit	5135	91,016.00	22,809.95	25.06%
Dental Insurance	5140	9,663.00	1,976.08	20.45%
Vision Insurance	5150	1,396.00	435.96	31.23%
CalPERS Employer Retirement	5160	197,664.00	125,880.33	63.68%
Worker's Compensation	5170	54,122.00	53,016.48	97.96%
FICA/Medicare Employer Contri	5180	23,999.00	5,898.53	24.58%
UI/TT Contribution	5190	<u>8,572.00</u>	<u>1,994.96</u>	<u>23.27%</u>
Salaries and Benefits		1,364,115.00	441,096.21	32.34%
Advertising/Marketing	5209	32,010.00	932.62	2.91%
Agriculture	5215	18,685.00	3,749.50	20.07%
Audit/Accounting	5220	30,000.00	367.50	1.23%
Bank Charge	5221	10,000.00	2,362.05	23.62%
Clothing/Uniforms	5230	7,985.00	581.10	7.28%
Computer Software	5231	21,900.00	9,743.82	44.49%

Attachment 12A

Computer Hardware	5232	5,500.00	2,495.39	45.37%
Contractual Services	5235	10,000.00	3,395.50	33.96%
Contractual - Provider Services	5236	4,059,061.00	0.00	0.00%
Contract Under Utilization	5237	(250,000.00)	0.00	0.00%
Contract Services - Other	5240	144,942.00	12,355.55	8.52%
Director Compensation	5250	18,000.00	1,480.00	8.22%
EDC Department Agency	5260	5,000.00	4,252.73	85.05%
Educational Materials	5265	12,850.00	0.00	0.00%
Elections	5270	12,000.00	0.00	0.00%
Equipment-Minor/Small Tools	5275	8,950.00	2,399.78	26.81%
Fire & Safety Supplies	5285	4,200.00	1,167.10	27.79%
Fire Prevention & Inspection	5290	1,200.00	0.00	0.00%
Fire Turnout Gear	5295	31,000.00	3,940.14	12.71%
Fire- Volunteer/Resident	5296	29,200.00	1,760.00	6.03%
Food	5300	4,500.00	401.63	8.93%
Fuel	5305	51,000.00	10,746.66	21.07%
Government Fees/Permits	5310	25,382.00	12,401.04	48.86%
Household Supplies	5315	32,500.00	8,449.52	26.00%
Instructors	5316	48,646.00	0.00	0.00%
Insurance	5320	132,300.00	129,177.41	97.64%
Legal Services	5335	15,000.00	1,260.00	8.40%
Maint. - Vehicle Supplies	5340	2,000.00	579.49	28.97%
Maint. - Buildings	5345	26,500.00	13,038.71	49.20%
Maint. - Equipment	5350	55,600.00	9,800.28	17.63%
Maint. - Grounds	5355	62,500.00	9,316.15	14.91%
Maint. - Radio/Phones	5360	2,000.00	423.05	21.15%
Maint. - Tires & Tubes	5365	14,800.00	1,097.38	7.41%
Maint. - Vehicle	5370	25,250.00	15,857.07	62.80%
Medical Supplies	5375	700.00	0.00	0.00%
Memberships/Subscriptions	5380	10,410.00	248.00	2.38%
Mileage Reimbursement	5385	1,250.00	45.88	3.67%
Miscellaneous	5395	100.00	0.00	0.00%
Office Supplies/Expense	5400	10,700.00	2,344.70	21.91%
Pool Chemicals	5405	19,995.00	8,163.21	40.83%
Postage	5410	8,600.00	401.15	4.66%
Printing	5415	1,100.00	30.00	2.73%
Professional Services	5420	140,987.00	13,032.70	9.24%
Program Supplies	5421	38,779.00	37.47	0.10%
Publications & Legal Notices	5425	600.00	0.00	0.00%
Radios	5430	3,000.00	0.00	0.00%
Rent/Lease - Equipment	5440	2,000.00	150.00	7.50%
Staff Development	5455	23,700.00	5,577.82	23.54%
Special Events	5465	0.00	95.00	#DIV/0!
Phones/internet	5470	48,000.00	9,574.26	19.95%
Utilities - Water	5490	44,000.00	22,739.41	51.68%
Utilities - Electric/Gas	5492	196,000.00	41,503.36	21.18%
Utilites - Water/Irrigation	5495	0.00	514.20	#DIV/0!
Vandalism	5500	1,200.00	985.10	82.09%
Cal Fire In Kind Purchases	5501	12,400.00	1,722.43	13.89%
Transer Out	7000	59,053.00	60.00	0.10%
Total Expenditures		<u>6,697,150.00</u>	<u>811,821.54</u>	<u>12.12%</u>
Net Revenue Over Expenditures		<u>3,043.00</u>	<u>(250,410.21)</u>	-8229.06%

Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682



Budget and Administration Committee
Tuesday, November 3, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/83952551867>

Meeting ID: 839 5255 1867

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Chair Director Eric Aiston (EA), Vice Chair Director Monique Scobey (MS),
and Alternate Director Felicity Wood Carlson (FC)

Staff: Jill Ritzman, General Manager
and Vicky Neibauer, Finance/Human Resources Officer

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

1. **SB 1383 Pilot Program** (S. Vaira, El Dorado Disposal)
2. **Fiscal Year 2020-2021 First Quarter Budget to Actuals** (V. Neibauer)

3. Staff Updates

- a. October Check Register Review (V. Neibauer)
- b. Legislative Updates (J. Ritzman)
- c. Strategic Plan (J. Ritzman)

4. Items for November & Future Committee Meetings

- Policy Updates: Legislative Policy, Debt Management Policy
- FY 2019-2020 Year End Close (Dec)
- FY 2020-2021 Mid Year Budget Adjustments

5. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS & STAFF

ADJOURNMENT

Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682



Covenants, Conditions & Restrictions (CC&R) Committee
Monday, November 2, 2020
5:30 p.m.

TELECONFERENCE ZOOM MEETING

<https://us02web.zoom.us/j/89553933478>

Meeting ID: 895 5393 3478

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Chair Sidney Bazett (SB), Vice Chair Gerald Lillpop (GL), Bob Dutta (BD)
Director Felicity Wood Carlson (FC), Director Holly Morrison (HM)
Alternate Director Ellie Wooten

Staff: General Manager Jill Ritzman, CC&R Compliance Officer Jim Mog

1. CALL TO ORDER

2. ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

3. APPROVAL OF AGENDA

4. APPROVAL OF CONFORMED AGENDA

5. OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

COMMITTEE REVIEW/ACTION

6. Items Requiring Action:

Item #	Property Address	Unit	Violation	CC&R Violation Case #	Recommended Action
6a.	3951 Hillsborough Road	Cameron Park North Unit #2	1. Improperly Stored Materials 2. Vehicle Parking and Storage 3. Unallowed Commercial use of property 4. Visible Laundry Prohibited	CCR20-1021	Move from Final Notice to Pre-legal

7. MONTHLY STAFF REPORT

7a. Open Violations, CC&R Violation Manager Case Detail Report – October

- Initial Notices - 2
- Final Notices - 0
- Pre-Legal Notices – 3
- Pending – 0
- Courtesy Notices Sent - 4
- Legal Cases – 1

7b. Architectural Review Projects – October

- Projects Reviewed – 19
- Approved – 19
- Denied – 0
- Held Over – 0

7c. Staff Updates

- Report Back Regarding Generator Noise

8. Items for November and Future CC&R Committee Agendas

9. Items to take to the Board of Directors

10. MATTERS TO AND FROM COMMITTEE MEMBERS

11. ADJOURNMENT

Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682



Fire and Emergency Services Committee
Tuesday, November 3, 2020
5:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/81999627222>

Meeting ID: 819 9962 7222

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Chair Director Ellie Wooten (EW), Vice Chair Director Monique Scobey (MS)
Alternate Director Eric Aiston (EA)

Staff: General Manager Jill Ritzman, Chief Sherry Moranz, Chief Jed Gaines

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

ADOPTION OF AGENDA

APPROVAL OF CONFORMED AGENDA

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

1. **Radio Vendor Recommendation, 49er Communications** (J. Gaines)
2. **Staff Updates**
 - a. Fire Department Report, oral and written (S. Moranz, J. Gaines)

3. Items for December and Future Committee Agendas

- Grand Jury Response Update

4. Items to take to the Board of Directors

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT

Cameron Park Community Services District
2502 Country Club Drive
Cameron Park, CA 95682



Parks & Recreation Committee
Monday, November 2, 2020
6:30 p.m.

TELECONFERENCE ZOOM MEETING
<https://us02web.zoom.us/j/86719368637>

Meeting ID: 867 1936 8637

(Teleconference/Electronic Meeting Protocols are attached)

Agenda

Members: Chair Director Ellie Wooten (EW), Vice Chair Director Felicity Carlson (FC)
Alternate Director Holly Morrison (HM)

Staff: General Manager Jill Ritzman, Recreation Supervisor Whitney Kahn,
Parks Superintendent Mike Grassle

CALL TO ORDER

ROLL CALL

Public testimony will be received on each agenda item as it is called. Principal party on each side of an issue is allocated 10 minutes to speak, individual comments are limited to 3 minutes except with the consent of the Committee; individuals shall be allowed to speak on an item only once. Members of the audience are asked to volunteer their name before addressing the Committee. The Committee reserves the right to waive said rules by a majority vote.

APPROVAL OF AGENDA

APPROVAL OF CONFORMED AGENDAS

OPEN FORUM

Members of the public may speak on any item not on the agenda that falls within the responsibilities of the Committee.

DEPARTMENT MATTERS

- 1. Park Development Impact Fees to Fund Cameron Park Lake Splash and Spray Playground Project**
(J. Ritzman)

2. **CALA Scope of Services and Estimated Fees for Cameron Park Lake Splash and Spray Playground Project** (M. Grassle, Callander Associates)
3. **California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act Of 2018 (Prop 68) Per Capita Proposed Projects** (M. Grassle)
4. **Staff Oral & Written Updates**
 - a. Recreation Report (W. Kahn)
 - b. Parks & Facilities Report (M. Grassle)
5. **Items for December & Future Committee Agendas**
6. **Items to take to the Board of Directors**

MATTERS TO AND FROM COMMITTEE MEMBERS

ADJOURNMENT