250 ROSS LANE • MAIL: PO BOX 534, GRATON, CALIFORNIA 95444 • 707/823-1542 • FAX 707/823-3713



REGULAR MEETING AGENDA Graton Community Services District (GCSD) Meeting of the GCSD Board of Directors

Tuesday, January 18, 2022 at 6:00 PM

Various Locations- Teleconference Meeting Pursuant to Executive Order N-29-20

Notice of Teleconferenced Meeting. Pursuant to Government Code section 54953(e), members of the Board of Directors may conduct this meeting via teleconference. Teleconference locations are not open to the public pursuant to Section 54953(e). For this meeting, there will be no physical location from which members of the public may observe/comment.

Board Members Teleconferencing: Dave Clemmer, David Upchurch, Jennifer Butler, Carol Benfell and Max Wilmarth. **Members of the Public may participate and provide public comments to teleconference meetings as follows:**

- If you wish to submit a public comment on agenda items in advance of the meeting,
 please send to joseortiz.gcsd@gmail.com. Emails received prior to the meeting will be
 included in the public record. The Board President will read public comments at the
 Board meeting, not to exceed three minutes (approximately 300 words).
- If you wish to submit a public comment during the meeting, please use the following information: Join URL: https://us02web.zoom.us/j/89471285735 or dial by your location _United States _____ Meeting ID: Join from a PC, Mac, iPad, iPhone or Android device:

In the event of a Zoom Bombing, the Zoom meeting will be terminated and a new meeting, login credentials below, will be used to continue the District's business. The log-in credentials will not be made public and only written comments will be allowed for the remainder of the meeting.

Public testimony will be taken at the direction of the Board President and members of the public may only comment during times allotted for public comments. If you wish to request a disability-related modification or accommodation, please contact the District by email at lindamartinez.gcsd@gmail.com.

1.	CALL TO ORDER
2.	ROLL CALL - Determination of a Quorum
	Board President, Dave Clemmer,; Board Vice President, David Upchurch, Board Secretary, Jennifer Butler,; Carol Benfell,; Max Wilmarth,

3. APPROVE ORDER OF THE AGENDA

	Motion to approve the order of the agenda.
	Board President, Dave Clemmer,; Board Vice President, David Upchurch, Board Secretary, Jennifer Butler,; Carol Benfell,; Max Wilmarth,
4.	PUBLIC COMMENT
	Members of the public are invited to address the Board on those items which fall under the authority of the Board. The Public Comment section is intended to provide an opportunity for members of the public to address the Board on items that are not on the Agenda. For items that are on the Agenda, speakers are encouraged to provide comments at the time the item is taken up by the Board. For those wishing to address the Board on any Agenda or non-agendized item, please complete a Speaker Card located at the entrance to the and submit it to the Board President. Please be sure to indicate the Agenda Item # you wish to address or the topic of your public comment. Comments will be limited to three minutes per speaker. Speakers should understand that except in very limited situations, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the Agenda. GOVERNMENT CODE 54954.2. (2) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.
5.	CONSENT CALENDAR
	All items listed on the consent calendar are considered to be routine and non-controversial by staff. However, if discussion is required, the item(s) will be removed from the consent agenda and will be discussed after the consent agenda is approved.
	A. Confirm Expenditures and Revenue (Transactions) List for December 2021
	B. Review December 2021 Operations & Construction Financial Summaries
	C. Review and approval of Regular Meeting Minutes from December 20, 2021
	Motion to approve the items on the consent calendar.
	Board President, Dave Clemmer,; Board Vice President, David Upchurch, Board Secretary, Jennifer Butler,; Carol Benfell,; Max Wilmarth,

6. **ACTION ITEMS**

A. Election of Board President

Nominations for Board President; Close of Nominations; Election of President.
Board President, Dave Clemmer,; Board Vice President, David Upchurch, Board Secretary, Jennifer Butler,; Carol Benfell,; Max Wilmarth,
B. Election of Board Vice President
Nominations of Board Vice President; Close of Nominations; Election of Vice President.
Board President, Dave Clemmer,; Board Vice President, David Upchurch, Board Secretary, Jennifer Butler,; Carol Benfell,; Max Wilmarth,
C. Election of Board Secretary
Nominations of Board Secretary; Close of Nominations; Election of Secretary.
Board President, Dave Clemmer,; Board Vice President, David Upchurch, Board Secretary, Jennifer Butler,; Carol Benfell,; Max Wilmarth,
D. Election of Board Treasurer
Nominations of Board Treasurer; Close of Nominations; Election of Treasurer.
Board President, Dave Clemmer,; Board Vice President, David Upchurch, Board Secretary, Jennifer Butler,; Carol Benfell,; Max Wilmarth,
E. Review and adopt resolution 220118A to approve restated and amended agreement with Jose L. Ortiz Consulting.
Motion to approve resolution 220118A
Board President, Dave Clemmer,; Board Vice President, David Upchurch, Board Secretary, Jennifer Butler,; Carol Benfell,; Max Wilmarth,
F. Review and approve resolution 211220B to continue virtual meetings.
Motion to approve the resolution 211220B to continue virtual meetings.
Board President, Dave Clemmer,; Board Vice President, David Upchurch; Board Secretary, Jennifer Butler,; Carol Benfell; Max Wilmarth

7. DISCUSSION ITEMS

- A. Report on General Manager RFP and the plant operator recruitment
- B. Report on vandalism at Lift Station #1
- C. Report on sewer overflow at Purple Wine Company
- D. Update on G&G gas rate
- E. Report on pipeline feasibility study
- F. Discuss procedure for applying to PGE to install floating solar panels, grandfathered under the current NEM-2 program rules
- G. Discussion application process for switching to ultraviolet disinfection for GCSD

8. GENERAL MANAGER'S REPORT TO THE BOARD

- A. Treatment Plant Operations Update
 - Operations report
 - Overtime report
- B. Construction Update
 - Report on Post Meeting Action Items
 - Meetings, Correspondence & Outreach

9. **SUGGESTED ITEMS FOR FUTURE AGENDA**

- A. Pending items/old business
- B. Future items/new business

ADJOURNMENT	

Actual Transactions - Expenditures - GCSD Monthly Transaction Detail

Fiscal Date [@prior-fiscal-month] and Fiscal Period [1...12] and Fund [77101,77103] Run: 2022-01-03 11:41 AM

Fiscal Date	Journal Date	Journal ID	Fund	Departmei Acco	ount TCA	Amount	Journal Header Description	Journal Line Description
Fund: 77101 – Grato						, anount	222.Har riedder Description	Journal Line Description
		nse/Expenditure						
		Salaries and Empl - Local Bd Salarie	-					
		01 – Perm Positio						
TCA:	GCSD100 – Gr	aton CSD - Admin	& Gener	al				
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12/2021	12-09-2021	AP00256960		62030100 5070		1,245.63	Accounts Payable	GCSD Payroll PPE 11-30-2021
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						2,017.50		
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		aton CSD - Admin	& Gener	al				
		AP00256803		62030100 5071			Accounts Payable	GCSD Payroll PPE 11-15-2021
12/2021	12-09-2021	AP00256960	//101	62030100 5071	U GCSD100	453.78 626.72	_Accounts Payable	GCSD Payroll PPE 11-30-2021
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TCA:	: GCSD400 – Gra	aton CSD - Dispo	osal					
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12/2021	12-17-2021	0000257328	77101	62030100 51207	GCSD100	222.17	Client Acct Srvcs PPE 8-23-21	Client Acct Srvcs PPE 8-23-21
	12-17-2021			62030100 51207		519.85	Client Acct Srvcs PPE 8-9-21	Client Acct Srvcs PPE 8-9-21
	12-20-2021			62030100 51207			Client Acct Svcs PPE 10-18-21	Client Acct Srvcs PPE 10-18-21
	12-20-2021			62030100 51207			Client Acct Srvcs PPE 10-4-21	Client Acct Srvcs PPE 10-4-21
	12-20-2021			62030100 51207			Client Acct Srvcs PPE 9-20-21	Client Acct Srvcs PPE 9-20-21
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12/2021	12-23-2021	4PUUZ58155	//101	62030100 51802	GC3D100	372.96	Accounts Payable	GM Services Jul-Sept 2021
						372.96		
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						8,340.96		
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Fund: 77103 - Graton CSD - Sanitation Const.

Account Type: 00001 – All Asset Accounts Account Character: 19000 – Capital Assets

Account Category: 19800 – Proprietary Capital Purchases

Account Account: 19831 – Acq-CIP-Bldg & Impr

TCA: GCSD501	- Graton	CSD R	eceiving	Statio

12/2021	12-01-2021	AP00255944	77103	62030300 19831	GCSD501	191.88	Accounts Payable
12/2021	12-01-2021	AP00255775	77103	62030300 19831	GCSD501	1,719.12	Accounts Payable
12/2021	12-01-2021	AP00255775	77103	62030300 19831	GCSD501	7,776.29	Accounts Payable
						9.687.29	_

Gen Advice & Occ WasteWtr Proj Gen Advice & Occ WastWtr Proj. Gen Advice & Occ WastWtr Proj.

TCA: GCSD504 – Graton CSD - Plant Improvement

12/2021	12-01-2021	AP00255944	77103	62030300	19831	GCSD504
12/2021	12-01-2021	AP00255944	77103	62030300	19831	GCSD504
12/2021	12-10-2021	AP00257092	77103	62030300	19831	GCSD504

139.36	Accounts Payable
1,242.25	Accounts Payable
1,512.50	Accounts Payable

1,512.50
2,894.11
12,581.40
12,581.40
12,581.40
12,581.40
12,581.40
112,280.98

Gen Advice & Occ WasteWtr Proj Gen Advice & Occ WasteWtr Proj Graton - Lescure Mediation

Graton Community Services District Summary Report 12-31-2021

OPERATIONS			Estimate	es		Actuals with	
	July-Sept	Oct-Dec	Jan-March	April-June	Year to Date	Estimates	Budget
Beginning Cash Balance:	743,861	455,103	813,040	553,319			
Revenues							
Property Taxes	(26,837)	543,339	-	497,849	516,502	1,014,352	1,003,340
Sewer Fees	-	12,726	157	-	12,726	12,884	15,000
Disaster Reimbursement / Grants	-	-	-	-	•	-	
Sewer Permits	-	-	-	-	-	-	-
Other Miscellaneous	2,873	1,256	651	5,304	4,128	10,084	2,000
Total Revenue	(23,964)	557,321	809	503,154	533,357	1,037,319	1,020,340
	-						
Expenses							
Salaries & Employee Benefits	50,253	38,756	67,514	84,042	89,009	240,565	360,000
Utilities	22,072	26,838	33,137	22,574	48,910	104,621	105,000
Legal Services	9,747	-	-	4,251	9,747	13,998	
Contract Services	52,245	23,927	8,370	1,010	76,172	85,552	106,000
Testing (Brelje & Race)	731	4,949	7,042	5,024	5,680	17,746	15,000
Chemicals	7,380	19,718	17,497	4,604	27,098	49,199	60,000
Accounting Services	-	4,500	-	-	4,500	4,500	16,500
Consulting Services	3,059	-	4,707	5,966	3,059	13,732	35,000
Depreciation	-	-	-	-	-	-	475,000
Equipment	-	-	-	-	-	-	4,000
Transfers Out (To Construction) - Debt Srvc	103,450	-	103,450	-	103,450	206,900	206,900
Other Miscellaneous	41,433	80,696	18,813	38,178	122,128	179,119	223,730
Total Expenses	290,368	199,384	260,530	165,649	489,753	915,932	1,607,130
Other Cash Inflows/Outflows:							
- SRF Loan Proceeds	-	-	-	-			
- Audit Adjustment - PY SRF Loan proceeds	-	-	-				
Cash Adjustments (Accruals):	25,574.75	-	-	-			
Ending Cash Balance - Operations:	455,103	813,040	553,319	890,823			

CONSTRUCTION			Estimates			Actuals with	
	July-Sept	Oct-Dec	Jan-March	April-June	Year to Date	Estimates	<u>Budget</u>
Beginning Cash Balance:	26,456	353,777	443,935	482,747			
Revenues							
Connection Fees	-	100,414	2,070	-	100,414	102,485	124,224
State Grant Revenue (adjusted to Revenue)	-	-	-	-	-	-	-
Transfers In (From Operations) - Debt Service	103,450	-	103,450	-	103,450	206,900	206,900
Other Miscellaneous	300,000	3,048	171	50,820	303,048	354,040	-

Total Revenue	403,450	103,463	105,692	50,820	506,913	663,424	331,124
Expenses							
Capital Asset Expenses	11,528	13,305	20,260	103,691	24,833	148,785	80,000
Interest Expense - Municipal Finance	23,877	-	46,620	25,228	23,877	95,725	89,071
Disposed Capital Asset	-	-	-	-	-	-	-
Total Expenses	35,406	13,305	66,880	128,919	48,711	244,510	169,071

Other	Cash	Inflows /	Outflows:
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- SRF Loan Proceeds	-	-	-	_
- Principal Payments - Municipal Finance	(58,209)	-	-	-
- Audit Adjustment - PY SRF Loan proceeds	-	-	-	-
Cash Adjustments (Accruals):	17,485.44	-	-	-

Ending Cash Balance - Construction:	353,777	443,935	482,747	404,648
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Capital Project Summary	Proj Balance	Year to Date	Project Total
Project Title	7/1/2021	Expenses	Life to Date
- Receiving Station (GCSD501)	176,987.02	19,721	196,708
- Plant Improvements (GCSD504)	10,131,577	5,112	10,136,690
- Groundwater Mointoring Wells (GCSD505)	1,868	-	1,868
- Totals	10,310,432	24,833	10,335,265

<u>Gra</u>	aton Communit	y Services Dis	trict - Debt Su	mmary		
Municipal Finance Corporation - Interest Rate: 4.85% - Maturity Date: 4/5/2033 - Outstanding Balance 6/30/21: \$1,865,630.11						Principal Balance
Payments:	<u>Jul- Sep</u>	Oct - Dec	<u> Jan - Mar</u>	Apr - Jun	<u>Totals</u>	<u>YE</u>
- Principal	58,209	-	59,620	-	117,829	1,860,117
- Interest	45,242	-	43,830	20,015	89,072	
Total MFC Payments	103,450	-	103,450	20,015	206,900	

Budget v. Actual - Combined - GCSD Revenue & Expenditure Bal YTD (Revised)

As Of = @prior-fiscal-month-end; Years = 1; Chart Fields = Fund, Account

Fund [77101,77103] Run: 2022-01-03 12:09 PM

	Account			FY 2022			
		Year-To-Date					
		Adjusted	Month-To-Date	Year-To-Date	Year-To-Date	Remaining	
_	t Account Description	Budget	Actual	Actual	Encumbrances	Balance	Count
	01 – Graton CSD - Sanitation						
	Type: 00001 – All Asset Accounts						
19820	Acq-Machinery and Equipment	1,000.00	-	-	-	1,000.00	1
		1,000.00	-	-	-	1,000.00	1
Account	Type: 00004 – All Revenues						
40003	Direct Charges - CY	(1,011,250.00)	(541,489.22)	(541,489.22)	-	(469,760.78)	1
40005	Prop Taxes - RDA Increment	-	-	-	-	-	1
40050	Property Tax Accrual	5,000.00	-	26,836.94	-	(21,836.94)	1
40202	Direct Charges - Prior Year	(10,000.00)	(1,849.86)	(1,849.86)	-	(8,150.14)	1
44002	Interest on Pooled Cash	(5,000.00)	-	(808.63)	-	(4,191.37)	1
44050	Unrealized Gains and Losses	3,000.00	-	-	-	3,000.00	1
45221	Sewer/Water Usage Fees	(15,000.00)	-	(12,726.11)	-	(2,273.89)	1
46040	Miscellaneous Revenue	(100.00)	-	(124.28)	-	24.28	1
46050	Cancelled/Stale Dated Warrants	-	(447.16)	(447.16)	-	447.16	1
46200	PY Revenue - Miscellaneous		-	(2,748.40)	-	2,748.40	1
		(1,033,350.00)	(543,786.24)	(533,356.72)	-	(499,993.28)	10
Account	: Type: 00005 – All Expense/Expenditure	Accts					
50701	Perm Position - Local Bds	295,000.00	7,259.98	41,979.87	-	253,020.13	1
50703	Overtime - Local Bds	-	2,617.56	5,340.29	-	(5,340.29)	1
50705	Premium Pay - Local Bds	-	201.68	201.68	-	(201.68)	1
50706	Vacation Pay - Local Bds	-	-	4,934.87	-	(4,934.87)	1
50707	Standby Pay - Local Bds	-	2,621.84	15,489.27	-	(15,489.27)	1
50710	Sick Pay - Local Boards	-	626.72	3,390.23	-	(3,390.23)	1
50711	Holiday Pay - Local Boards	-	1,008.40	1,960.00	-	(1,960.00)	1
50753	FICA Retirement - Local Bds	-	888.84	4,544.37	-	(4,544.37)	1
50755	PERS - Local Bds	20,000.00	675.14	3,987.92	-	16,012.08	1
50756	Medicare - Local Bds	-	207.88	1,062.79	-	(1,062.79)	1
50757	HSA Reimbursement - Local Bds	-	-	636.34	-	(636.34)	1
50801	Health Ins - Local Bds	-	-	4,609.12	-	(4,609.12)	1
50803	Dental - Local Bds	-	-	879.40	-	(879.40)	1
50805	Vision - Local Bds	-	-	(7.00)	-	7.00	1
51021	Communication Expense	8,500.00	106.18	1,664.69	-	6,835.31	1
51031	Waste Disposal Services	1,500.00	-	240.57	-	1,259.43	1
51042	Insurance - Premiums	21,900.00	-	30,851.80	-	(8,951.80)	1
51046	Insurance - Workers Comp	16,100.00	-	-	-	16,100.00	1
51061	Maintenance - Equipment	25,000.00	219.00	19,027.67	-	5,972.33	1
51071	Maintenance - Bldg & Improve	10,000.00	2,087.50	14,356.35		(4,356.35)	1

51206	Accounting/Auditing Services	16,500.00	4,500.00	4,500.00	-	12,000.00	1
51207	Client Accounting Services	32,000.00	3,943.68	4,294.06	-	27,705.94	1
51212	Outside Counsel - Legal Advice	15,000.00	6,273.49	17,361.75	-	(2,361.75)	1
51225	Training Services	1,500.00	-	-	-	1,500.00	1
51226	Consulting Services	35,000.00	-	3,059.00	-	31,941.00	1
51231	Testing/Analysis	15,000.00	2,466.10	5,680.20	-	9,319.80	1
51237	Process Service	4,430.00	381.02	1,774.20	-	2,655.80	1
51244	Permits/License/Fees	12,000.00	4,030.00	4,106.75	-	7,893.25	1
51301	Publications and Legal Notices	5,000.00	-	988.00	-	4,012.00	1
51401	Rents and Leases - Equipment	2,500.00	-	-	-	2,500.00	1
51421	Rents and Leases - Bldg/Land	1,200.00	-	-	-	1,200.00	1
51601	Training/Conference Expenses	1,500.00	-	-	-	1,500.00	1
51602	Business Travel/Mileage	1,500.00	-	264.32	-	1,235.68	1
51603	Transport and Deportation Svc	-	26,662.50	26,662.50	-	(26,662.50)	1
51801	Other Services	9,000.00	-	350.00	-	8,650.00	1
51802	Public Safety Realignment	-	372.96	372.96	-	(372.96)	1
51803	Other Contract Services	106,000.00	7,968.00	76,171.86	-	29,828.14	1
51902	Telecommunication Usage	-	335.28	902.31	-	(902.31)	1
51916	County Services Chgs	7,500.00	-	-	-	7,500.00	1
51934	ERP System Charges	-	-	311.06	-	(311.06)	1
51935	Unclaimable ERP System Charges	-	-	8.20	-	(8.20)	1
52021	Clothing, Uniforms, Personal	1,500.00	-	103.73	-	1,396.27	1
52042	Janitorial Supplies	500.00	-	34.02	-	465.98	1
52043	Safety Supplies/Equipment	-	-	410.17	-	(410.17)	1
52061	Fuel/Gas/Oil	2,500.00	394.66	1,489.74	-	1,010.26	1
52063	Vehicle Parts	3,000.00	-	110.16	-	2,889.84	1
52071	Materials and Supplies Expense	-	-	919.04	-	(919.04)	1
52072	Chemicals	35,000.00	5,344.65	27,097.63	-	7,902.37	1
52081	Medical/Laboratory Supplies	500.00	-	205.16	-	294.84	1
52091	Memberships/Certifications	5,000.00	-	4,054.00	_	946.00	1
52101	Other Supplies	1,500.00	-	119.31	_	1,380.69	1
52111	Office Supplies	1,500.00	-	348.93	_	1,151.07	1
52117	Mail and Postage Supplies	-	-	166.00	_	(166.00)	1
52141	Minor Equipment/Small Tools	3,000.00	166.04	191.16	_	2,808.84	1
52162	Special Department Expense	1,500.00	-	-	_	1,500.00	1
52181	Business Meals/Supplies	500.00	71.29	186.29	_	313.71	1
52191	Utilities Expense	105,000.00	18,269.19	48,909.78	_	56,090.22	1
53402	Depreciation Expense	475,000.00		-	_	475,000.00	1
54333	Computer Equipment	5,000.00	_	_	_	5,000.00	1
57011	Transfers Out - within a Fund	206,900.00		103,450.00	_	103,450.00	1
3/011	Transiers Out - Within a runu	1,511,530.00	99,699.58	489,752.52		1,021,777.48	60
		479,180.00	(444,086.66)	(43,604.20)		522,784.20	71
		473,100.00	(+++,000.00)	(43,004.20)	-	JZZ,104.ZU	/1

Fund: 7710	3 – Graton CSD - Sanitation Const.						
Account	Type: 00001 – All Asset Accounts	•					
19831	Acq-CIP-Bldg & Impr	80,000.00	12,581.40	24,833.49	-	55,166.51	1
19832	Acq-CIP-Infrastructure	175,000.00	-	-	-	175,000.00	1
		255,000.00	12,581.40	24,833.49	-	230,166.51	2
Account	Type: 00004 – All Revenues						
44002	Interest on Pooled Cash	-	-	(275.66)	-	275.66	1
46024	Connection Fees	(124,224.00)	-	(100,414.40)	-	(23,809.60)	1
46050	Cancelled/Stale Dated Warrants	-	(2,772.65)	(2,772.65)	-	2,772.65	1
46200	PY Revenue - Miscellaneous	-	-	(300,000.00)	-	300,000.00	1
47101	Transfers In - within a Fund	(206,900.00)	-	(103,450.00)	-	(103,450.00)	1
		(331,124.00)	(2,772.65)	(506,912.71)	-	175,788.71	5
Account	Type: 00005 – All Expense/Expenditure Acct	:s					
53103	Interest on LT Debt	89,071.00	-	23,877.47	-	65,193.53	1
59004	Administrative Control Account	117,829.00	-	58,208.77	-	59,620.23	1
59005	Admin Control Acct Clearing	(117,829.00)	-	(58,208.77)	-	(59,620.23)	1
		89,071.00	-	23,877.47	-	65,193.53	3
		12,947.00	9,808.75	(458,201.75)	-	471,148.75	10
		492,127.00	(434,277.91)	(501,805.95)	-	993,932.95	81

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REGULAR MEETING MINUTES Graton Community Services District (GCSD)

Meeting of the GCSD Board of Directors Monday, December 20, 2021 at 6:00 PM

Various Locations – Teleconference Meeting Pursuant to Executive Order N-29-20

1. CALL TO ORDER 6:03 PM

2. **ROLL CALL** - Determination of a Quorum

Board President, Dave Clemmer, <u>H</u>; Board Vice President, David Upchurch <u>H</u>; Board Secretary, Jennifer Butler H; Max Wilmarth A; Carol Benfell H.

3. APPROVE ORDER OF THE AGENDA

Motion to approve the order of the agenda,

Board President, Dave Clemmer, \underline{Y} ; Board Vice President, David Upchurch \underline{Y} ; Board Secretary, Jennifer Butler, \underline{Y} ; Max Wilmarth \underline{A} ; Carol Benfell \underline{Y} .

David Upchurch Motioned to approve the order of the agenda and Carol Benfell seconded.

4. PUBLIC COMMENT

Members of the public are invited to address the Board on those items which fall under the authority of the Board. For those wishing to address the Board on any Agenda or non-agendized item, please complete a Speaker Card located at the entrance to the and submit it to the Board President. Please be sure to indicate the Agenda Item # you wish to address or the topic of your public comment. Comments will be limited to three minutes per speaker. Speakers should understand that except in very limited situations, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the Agenda. GOVERNMENT CODE 54954.2. (2) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

DISABLED ACCOMMODATION: If you have a disability which requires an accommodation, an alternative format or requires another person to assist you while attending this meeting, please contact staff at the Graton Community Services District office at (707) 823-1542 as soon as possible (no later than 10 days before the scheduled meeting) to ensure that arrangements for accommodation may be provided.

5C _{1 of 4}

5. CONSENT CALENDAR

- A. Confirm Expenditures and Revenue (Transactions) List for November 2021
- B. Review and confirm November 2021 Operations and Construction Financial Summaries
- C. Review and approval of Regular Meeting Minutes from November 15, 2021
- D. Review and approval of Special Meeting Minutes from December 2, 2021

Dave Upchurch Motioned to approve the items on the consent calendar and Jennifer Butler seconded

Board President, Dave Clemmer, <u>Y</u>; Board Vice President, David Upchurch <u>Y</u>; Board Secretary Jennifer Butler <u>Y</u>; Max Wilmarth <u>A</u>; Carol Benfell <u>Y</u>.

6. ACTION ITEMS

A. Review and approve Resolution 211220A to continue virtual meetings

David Upchurch Motioned to approve Resolution 211220A and Jennifer Butler seconded.

Board President, David Clemmer, \underline{Y} ; Board Vice President, David Upchurch_Y_; Board Secretary, Jennifer Butler, \underline{Y} ; Max Wilmarth \underline{A} ; Carol Benfell \underline{Y} .

B. Review and approve Resolution 211220B to appoint GHD District Engineer and to provide on call services

Jennifer Butler Motioned to approve Resolution 211220B and David Upchurch seconded.

Board President, Dave Clemmer, <u>Y</u>; Board Vice President, David Upchurch_Y_; Board Secretary, Jennifer Butler, Y; Max Wilmarth A; Carol Benfell Y.

7. DISCUSSION ITEMS

A. Report on General Manager RFP

Jose advised the Board wanted to use the list of people that Forestville used but the letters of interest we received had their contact information redacted. Jose will ask Forestville to send the job opening for GM to them or have them ask their applicants if they are willing to allow us to send the information regarding the job directly to them. Jose will give Matt a call. He may have some possible candidates at Tomales. The position is also posted on our website. Jose will also forward the posting to Sonoma Water. Jose also advised the Board

Board Meeting 12/20/21 5C 2 of 4

his contract will be ending December 31, 2021, so his contract needs to be amended for at least an additional 60 days.

B. Update on Website Upgrade Project

Jose reported to the Board that he and Linda will be taking a class with Brenda at Beehive Design and learn how to upload the agendas and minutes directly to the website. Linda and Jose will provide Brenda with their availability and schedule a date for the class.

C. Report on Goranson & Associates status

Jose spoke with Goranson & Associates. They advised they are going in a different direction, and they are no longer doing audit work. The County is going to provide us with other CPA firms that may be able to provide us the needed services. Jose hopes to get the RFP out this week.

D. Update on the GEG gas rate

Jose is trying to get in touch with Mike Southwood, the mechanical engineer that did the capstone evaluation for us when we were possibly upgrading to a C-65. Jose would like him to specify the particular gas regulator when we do the cross connection so we can switch from discounted gas to non-discounted gas when we are not doing cogeneration. Jose will try and reach him this week. Our deadline with PG&E is February 15, 2022. Jose and John were looking for plumbers in the area but have not had any luck finding one that does both gas and water.

E. Report on proposal to add multiple residence units at Purple Wine Company

Jose was contacted by Ward Leavy with Purple Wine Company and asked if the Board would grant a 28 ESD when we have a limit of 12 per calendar year. If the Board elects to do that, exceeding the annual sewer connection limit must be done by granting a request for a variance. This is just an informational topic at this time. We have not received a formal proposal or request.

8. GENERAL MANAGER'S REPORT TO THE BOARD

A. Treatment Plant Operations Update

- Operations Report
- Overtime report

The Overtime and Operations reports were reviewed and discussed. Questions were asked and answers were provided to the Board.

Board Meeting 12/20/21 5C 3 of 4

Minut	es Approved	Date
ADJOU	JRNMENT <u>7:44 PM</u>	
Jennife	er Butler Motioned that we adjourn the meeting Carol Benfe	ell seconded.
	B. Future items/new business	
	The Board mentioned they would like the NEM-3 on the r like to address the solar panels.	next agenda. They would also
	A. Pending items/old business	
9.	SUGGESTED ITEMS FOR FUTURE AGENDA	
	There was nothing to report	
	Meetings, Correspondence & Outreach	
В.	Construction Update	

Board Meeting 12/20/21 5C 4 of 4

01/18/22

RESOLUTION NO. 220118A

PARKS & RECREATION

RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRATON COMMUNITY SERVICES DISTRICT APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH JOSE L. ORTIZ CONSULTING FOR GENERAL MANAGEMENT SERVICES

WHEREAS, state law and District Ordinances permits the Board of Directors to enter into consulting services agreements as may be appropriate, and District Staff has proposed that the Board of Directors approve a professional services agreement between the Graton Community Services District ("GCSD") and Jose L. Ortiz Consulting for general management services for GCSD, and

WHEREAS, at the direction of the Board, District Counsel prepared an amended and restated agreement for professional services by and between GCSD and Jose L. Ortiz Consulting, and

WHEREAS, the Effective Date of the restated agreement will be set as January 1, 2022 and it shall terminate at the close of business on March 31, 2022, unless extended or terminated earlier in accordance with the provisions set forth below in the agreement.

NOW, THEREFORE BE IT RESOLVED by the Graton Community Services District Board of Directors that the District hereby resolves as follows:

Section 1. Approval of Professional Services Agreement.

The Board of Directors hereby approves the professional services agreement, attached hereto as <u>Attachment A</u>, for general management services, and authorizes the Board President to execute an agreement, subject to approval as to form by the District Counsel.

Section 2. Effective Date

This Resolution shall take effect immediately upon adoption.

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C	T
13	-/-/II/CP-W
/	GRATON CSD
/	WASTEWATER
	PARKS & RECREATION

DIRECTORS	S:
CLEMI WILMA	MER, UPCHURCH, BUTLER, BENFELL, ARTH.
AYES <u>;</u> N	OES; ABSTAIN; ABSENT
WHEREUPO ORDERED.	ON, the President declared the foregoing resolution adopted, and SO
Approved:	Dave Clemmer, President, Board of Directors Graton Community Services District
Attest: _	Jennifer Butler, Secretary, Board of Directors Graton Community Services District

2

AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN GRATON COMMUNITY SERVICES DISTRICT AND JOSE L. ORTIZ CONSULTING

1. The Parties. The Parties to this agreement (the "Agreement") are:

The GRATON COMMUNITY SERVICES DISTRICT (the "District"), a California Special District, and Jose L. Ortiz Consulting ("Consultant").

- **2. Term.** The Effective Date of this Agreement is January 1, 2022, and it shall terminate at the close of business on March 31, 2022, unless extended or terminated earlier in accordance with the provisions set forth below in Sections 7 and 8 below.
- **3. Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to District general manager services, as more particularly described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. All services hall be provided by Jose L. Ortiz, unless otherwise authorized by the District in writing.
- **4. Compensation**. District hereby agrees to pay Consultant a sum not to exceed Thirty Thousand Dollars (\$30,000), as more specifically set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the District will pay that full amount to the Consultant but is merely a limit of potential District expenditures under this Agreement.

Consultant and District acknowledge and agree that compensation paid by District to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

Consultant shall submit invoices to the District, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- The total number of hours of work performed under the Agreement by Consultant
- At District's option, a brief description of the work, the hours spend on such work and each reimbursable expense; and
- The Consultant's signature.

District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. District shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

- 5. Performance Monitoring. In order to monitor Consultant's performance under this Agreement: (a) Consultant shall submit reports requested by the District to disclose compliance information; (b) the District shall have the right to inspect Consultant's documents, activities and circumstances as appropriate to monitor compliance; and (c) the District will conduct a formal evaluation of Consultant's performance annually, measuring criteria set by the District's Board of Directors.
- **6. Events of Default.** The following constitute events of default:
 - **A.** Any material misrepresentation made by Consultant to the District, whether negligent or willful, and whether in the inducement or in the performance of the Agreement.
 - **B.** Consultant's material failure to perform any of its obligations under the Agreement including the following: (a) failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services; (b) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory; (c) discontinuance of the Services for reasons within Consultant's reasonable control; (d) failure to comply with any other material term of the Agreement.
 - **C.** (a) The filing by Consultant of a petition or proceeding under applicable state or federal bankruptcy or solvency laws or statutes, which petition or proceeding has not been dismissed within thirty (30) days after the date of its filing; (b) the initiation against Consultant by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed within thirty (30) days after the date of filing; or (c) the appointment of a receiver for Consultant with respect to all or a portion of its assets.
 - **D.** Any change in ownership or control of Consultant without the prior written approval of the District, which approval the District will not unreasonably withhold.
 - **E.** Failure to comply with the provisions in the Agreement requiring compliance with all laws in the performance of the Agreement.
- 7. Remedies. Upon the occurrence of any event of default the District shall have the right to declare Consultant in default. The District may, in its sole and absolute discretion, give Consultant an opportunity to cure the default within thirty (30) days. The

District will give Consultant written notice of the default, after which the District may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Consultant's expense, and bill Consultant for the cost of the Services. Consultant must pay the difference between the total amount of the bill and the amount the District would have paid Consultant under the terms of this Agreement for those Services;
- **B.** The right to terminate the Agreement as to any or all of the Services yet to be performed;
- **C.** The right of specific performance, an injunction, or any other appropriate equitable remedy;
- **D.** The right to money damages; and
- **E.** The right to withhold all or any part of Consultant's compensation under this Agreement.

8. Termination.

- A. Termination for Cause. The District reserves the right to terminate this Agreement in the event Consultant breaches or violates any term or terms of the Agreement. In the event of such termination for cause, the District shall pay for services performed and accepted by the District that are in compliance with the requirements of this Agreement prior to the date of termination.
- **B.** Termination for Convenience. The District reserves the right to terminate this Agreement without showing cause upon giving sixty (60) days written notice to the Consultant. The District shall only pay for services performed prior to the effective date of termination.
- 9. Ownership of District Data. Any and all data or confidential information that may be provided to or made available to Consultant ("District Data") is and shall remain the property of the District. Consultant and its employees, agents and sub consultants and their employees and agents shall not: (a) use the District Data other than in connection with the performance of the Services; (b) disclose, sell, assign, lease or otherwise provide the District Data to any third parties; or (c) commercially exploit the District Data.

All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the District. Consultant hereby agrees to deliver those documents to the District upon termination of the Agreement, and the District may use, reuse or otherwise dispose of the documents without Consultant's permission

10. Representations. In connection with signing and carrying out the Agreement,

Consultant represents to the District that: (a) Consultant is appropriately licensed under California law to perform the Services specified in this Agreement and will perform no Service for which Consultant is not appropriately licensed; and (b) Consultant is competent to perform the Services and will provide experienced and competent personnel to carry out the Services in a timely fashion.

11. Notices. Notices permitted or required under this Agreement shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable:

Consultant: Jose L. Ortiz, P.E.

754 Pintail Court

Vacaville, CA 95688-2650

District: Graton Community Services District

PO Box 534

Graton, CA 95444

With a Copy To: Claire Lai

Meyers Nave

555 12th Street, Suite 1500,

Oakland, CA 94607

- 12. Insurance. Consultant is required to procure and maintain insurance as described below. Consultant will provide certificates of insurance showing that it has the required policies. Each company providing insurance coverage shall be authorized to do business in the State of California and shall have a Best's rating of no less than A:VII. The insurance coverage shall be primary insurance as respects the District, its officers, officials, directors, employees and volunteers. The insurance shall require thirty (30) days prior written notice to be given to the District in the event coverage is cancelled. Consultant agrees that the insurers shall waive all rights of subrogation against the District. Consultant expressly understands and agrees that any insurance protection furnished by Consultant hereunder shall in no way limit its responsibility to indemnify the District and hold it harmless under the provisions of this Agreement. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.
 - **A.** Workers Compensation, at the statutory amounts in compliance with state laws.
 - **B.** Commercial General Liability, with limits of liability not less than \$1,000,000 per occurrence.
 - **C.** Automobile Liability, with limits of liability not less than \$1,000,000 per occurrence.

D. Professional Liability, with limits of liability not less than \$1,000,000 per claim and annual aggregate.

In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement

- 13. Disputes. This Agreement shall be governed by the laws of the State of California. The Parties agree that any dispute, which may arise under or in connection with this Agreement or the related transactions which cannot be resolved by mutual agreement, shall be submitted within 30 days after the claim or dispute arises to nonbinding mediation before a mutually acceptable mediator. After mediation, the District and Consultant may by mutual agreement submit to arbitration or other civil remedy. In the event parties cannot agree on the selection of a mediator or an arbitrator, any party may apply to the Sonoma County Superior Court for the court's appointment of a mediator and/or arbitrator. Any award issued following arbitration may be confirmed as a judgment in any court of competent jurisdiction.
- 14. Indemnification. To the fullest extent permitted by law, Consultant will defend, indemnify, keep and hold harmless the District, its directors, officers, representatives, agents, volunteers and employees (collectively, the "Indemnitees"), from and against any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, to the extent caused by Consultant's negligent acts, errors or omissions or willful misconduct in the performance of this Agreement. This obligation to indemnify shall survive the termination or expiration of this Agreement.

Consultant has no obligation to pay for any of Indemnitees defense related cost prior to a final determination of liability, or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant.

- **15. Independent Consultant.** This Agreement is not intended to and will not constitute, create, or give rise to a joint venture, partnership, or any other business association or organization of any kind between Consultant and the District. The rights and the obligations of the Parties are only those expressly set forth in this Agreement. Consultant shall perform under the Agreement as an independent contractor and not as a representative, employee, agent, or partner of the District.
- **16. Compliance with Laws.** In the Consultant's best judgement, Consultant shall comply with all applicable federal, state and local laws, regulations, rules, and policies.
- 17. Entire Agreement & Modification. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or

amended only by a subsequent written agreement signed by both Parties. No modification or change to the terms of this Agreement or any Project Work Order will be binding on a Party unless in writing and signed by an authorized representative of that Party. Consultant represents and warrants to District that Consultant has and will maintain at its sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice its respective profession.

- 18. Assigns. District and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval District. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the District.
- 19. Cooperation. If this Agreement is terminated for any reason, or if it expires on its own terms, Consultant agrees to: (a) make every effort to assure an orderly transition to another provider of the Services and an orderly demobilization of its own operations in connection with the Services; (b) promptly return all District property, including District Data (as defined in Section 9 above), files and documents; and (c) will otherwise comply with the reasonable requests of the District in connection with the termination or expiration upon payment in full for services provided.
- **20. Waiver.** The making or failure to make any payment, take any action or waive any right under this Agreement shall not be deemed to be an amendment of this Agreement nor a consent to such action or failure to act, or to any other action or failure to act. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement
- **21. Severability.** In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of an interpretation by any court or other governmental body, this Agreement shall be construed as not containing that provision and all other provisions of this Agreement shall remain in full force and effect.
- **22. Non-Liability of Public Officials.** Consultant will not charge any director, officer, representative, volunteer, official, employee or agent of the District personally with any liability or expenses of defense or hold any director, officer, representative, volunteer, official, employee or agent of the District personally liable to it under any term or provision of the Agreement or because of the District's execution, attempted execution or breach of the Agreement.
- 23. Conflict of Interest. Consultant covenants that it presently has no financial or other interest which has not been disclosed and shall not acquire any such interest,

direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. In addition, Consultant and its sub-consultants shall complete and file a statement of economic interests Form 700 disclosing their financial interests.

- **24. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.
- **25. Construction of Agreement.** Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.
- **26. No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

JOSE L. ORTIZ CONSULTING

The Parties have executed this Agreement as of the Effective Date.

GRATON COMMUNITY SERVICES DISTRICT

Dave Clemmer, Board President	Jose L. Ortiz, Principal/Owner
Approved as to Form:	
District Counsel	

EXHIBIT A

Scope of Work

Services to be provided for this Agreement are in 3 primary areas and include:

- 1. Routine services to conduct the required general management functions. These services include:
 - Interface with community members, conduct surveys, and assimilate relevant information; receive complaints and forward to the Board.
 - As directed by the Board, coordinate bid proposals and contracts for regular operations work to be performed.
 - Adhere to all local and state laws and advise Board on changes to said laws and address compliance issues.
 - Oversee submittal of regulatory monitoring reports to local and state agencies as required.
 - Coordinate with District Administrative Support Section and with Finance Section staff.
- Provide Administrative support, including:
 - Gather backup information for ongoing Board discussions of the annual budget process.
 - Oversee all aspects of District Board meetings, including regular and special meetings, agenda setting, and meeting attendance.
 - Adhere to Graton CSD Reserve Policy goals and objectives and assure that required funds are being added regularly and that use of funds follows Graton CSD CIP protocols.
 - Assist with documentation of policies; maintain historical and reference documents.
 - Oversee administrative staff, ensure performance standards are being met, provide annual review of staff performance, and hire and terminate staff as necessary.
 - Address any personnel issues, including retirement or medical benefit questions
- 3. Sewer System Administration, including:
 - Oversee sewer operations and maintenance staff, ensure performance standards are being met; provide annual review of staff performance, and hire and terminate staff as necessary.
 - Develop and implement all required staff safety training and certification training.
 - Oversee development of District maintenance work order system. Maintain

record book.

- Coordinate all new sewer hook-ups and insure they are all inspected and meet District standards according to ordinances and specifications.
- Maintain maps of all sewer components and new hook-ups and annexations.
- Assure the sewer maintenance schedule is adhered to and effective at all times.
- Oversee all capital improvement projects as directed by the Board and Standing Committees (subject to monthly hourly budget limitations).
- Coordinate Sewer Plant Tours.
- Develop, with board input, a five-year plan to address current district issues, including the aging collection system, illegal hookups, high electrical costs, review and implementation of currently ongoing evaluation by Matrix per the board's direction, and oversee construction of ADA and CA compliant bathroom as required by new construction of office building.
- With board input, set a goal and methods for lowering rates.

In addition, Consultant shall perform such other services as requested by the District. If Consultant is requested to provide services that are beyond the normal scope of work, those services will be compensated at the Consultant's hourly rate.

EXHIBIT B

Compensation and Reimbursement of Expenses.

Jose L. Ortiz's hourly rate is \$135.00

Travel from Vacaville to Graton will be billed at 50% of the hourly rate, \$67.50.

Miscellaneous direct costs and reimbursable expenses:

- Mileage will be charged at \$0.56 per mile (or current Federal rate)
- Project-related expenses will be billed at cost plus 10%. All project-related expenses must be pre-approved by the Graton Community Services District.

NON-SCHEDULED WORK

Non-Scheduled Work will be billed at the Consultant's hourly rate. Non-Scheduled Work will be invoiced at the end of the month is which the work was performed.

2. DISTRICT INITIATED WORK

When authorized by the District, Consultant may perform work outside the scope of services as Non-Scheduled Work.

EMERGENCIES

In the event of an emergency situation, Consultant shall make every reasonable effort to contact the District before incurring costs for Non-Scheduled Work.

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1/18/22

RESOLUTION NO. 220118B

RESOLUTION AUTHORIZING TELECONFERENCE MEETINGS UNDER AB 361

WHEREAS, all meetings of the legislative bodies of the Graton Community Services District ("District") are open and public, as required by the Ralph M. Brown Act, Government Code Section 54950, *et seq.* ("Brown Act"), and any member of the public may observe, attend, and participate in the business of such legislative bodies;

WHEREAS, on March 3, 2020, Sonoma County declared a state of emergency in response to the rapid spread of the novel coronavirus disease 2019 ("COVID-19");

WHEREAS, on March 4, 2020, Governor Newsom declared a state of emergency in response to COVID-19;

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means, after which District staff implemented virtual meetings for all meetings of legislative bodies within the District;

WHEREAS, the legislative bodies of the District, including the Board of Directors ("Board") and committees, established remote meetings which have allowed the legislative bodies to continue to conduct District business from remote locations while ensuring the public's continued access to government meetings in a safe manner;

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which terminated the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means effective September 30, 2021;

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (2021) ("AB 361"), which amended the Brown Act to allow local legislative bodies to continue to conduct meetings by teleconference under specified conditions and pursuant to special rules on notice, attendance, and other matters;

WHEREAS, AB 361, pursuant to Executive Order N-15-21, took full effect on October 1, 2021 and requires the District to make specific findings to continue meeting under special teleconference rules;

WHEREAS, in addition to finding the Governor has declared a State of Emergency pursuant to Government Code section 8625, such findings include that state or local officials have imposed or recommended measures to promote physical distancing, or, in the alternative, that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees;

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WHEREAS, Governor Newsom has declared a state of emergency due to COVID-19, state and county officials have imposed or recommended measures to promote physical distancing, and the Board has determined that in person meetings of the legislative bodies of the District would present imminent risks to the health and safety of attendees;

WHEREAS, on August 3, 2021, in response to the emergence of the highly contagious Delta variant of COVID-19, which caused an increase in COVID-19 cases throughout the United States, State, and Sonoma County, the Sonoma County Health Officer issued an order for all individuals to wear masks when inside public spaces;

WHEREAS, the Centers for Disease Control and Prevention ("CDC") continues to recommend physical distancing of at least six feet from others outside of the household;

WHEREAS, Title 8, Section 3205, subdivision (c)(5)(D) of the California Code of Regulations, promulgated by the Division of Occupational Safety and Health of the California Department of Industrial Relations ("Cal/OSHA"), requires employers to provide instruction to employees on using a combination of "physical distancing, face coverings, increased ventilation indoors, and respiratory protection" to decrease the spread of COVID-19;

WHEREAS, "Protecting Workers: Guidance on Mitigating and Preventing the Spread of COVID-19 in the Workplace," promulgated by the Occupational Safety and Health Administration ("OSHA") under the United States Department of Labor, provides that "[m]aintaining physical distancing at the workplace for [unvaccinated and at-risk] workers is an important control to limit the spread of COVID-19" and recommends that employers train employees about the airborne nature of COVID-19 and importance of exercising multiple layers of safety measures, including physical distancing, and that employers implement "physical distancing in all communal work areas for unvaccinated and otherwise at-risk workers," including physical distancing from members of the public, as a "key way to protect such workers";

WHEREAS, due to the continued threat of COVID-19, the District continues to implement multiple layers of protection against COVID-19, including physical distancing, for the safety of employees and members of the public;

WHEREAS, the Board recognizes the recommendations by state and local officials to use physical distancing as a layer of protection against COVID-19 and desires to continue to provide a safe workplace for its employees and a safe environment for the open and public meetings of all legislative bodies of the District;

WHEREAS, the Board hereby finds that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees should meetings of the legislative bodies be held in person; and

WHEREAS, the Board shall ensure all meetings of the legislative bodies of the District comply with the special teleconference rules under the Brown Act, as amended by AB 361.





Board of Directors, as follows:

- Section 1. <u>Recitals</u>. The above recitals are true and correct and hereby incorporated into this Resolution.
- Section 2. <u>State of Emergency and Imminent Risks to Health and Safety.</u> In compliance with the special teleconference rules of Section 54953 of the Government Code, as established by Assembly Bill 361 (2021), the Board of Directors hereby makes the following findings:
 - a. The Board of Directors have considered the circumstances of the state of emergency; and
 - b. The states of emergency, as declared by the Governor and Sonoma County, continue to impact directly the ability of all legislative bodies of the Graton Community Services District to safely meet in person; and
 - The CDC, Cal/OSHA, and OSHA continue to recommend physical distancing of at least six feet to protect against transmission of COVID-19; and
 - d. Meeting in person would present imminent risks to the health and safety of attendees, due to the continued presence and threat of COVID-19.
- Section 3. <u>Remote Teleconference Meetings</u>. The District's legislative bodies are authorized to continue to meet remotely in compliance with the special teleconference rules of Section 54953 of the Government Code, as amended by Assembly Bill 361 (2021), in order to protect the health and safety of the public.
- Section 4. <u>Effective Date of Resolution.</u> This Resolution shall take effect immediately upon its adoption. The Board of Directors will review these findings and the need to conduct meetings by teleconference within 30 days of the adoption of this Resolution in accordance with Government Code section 54953(e)(3).

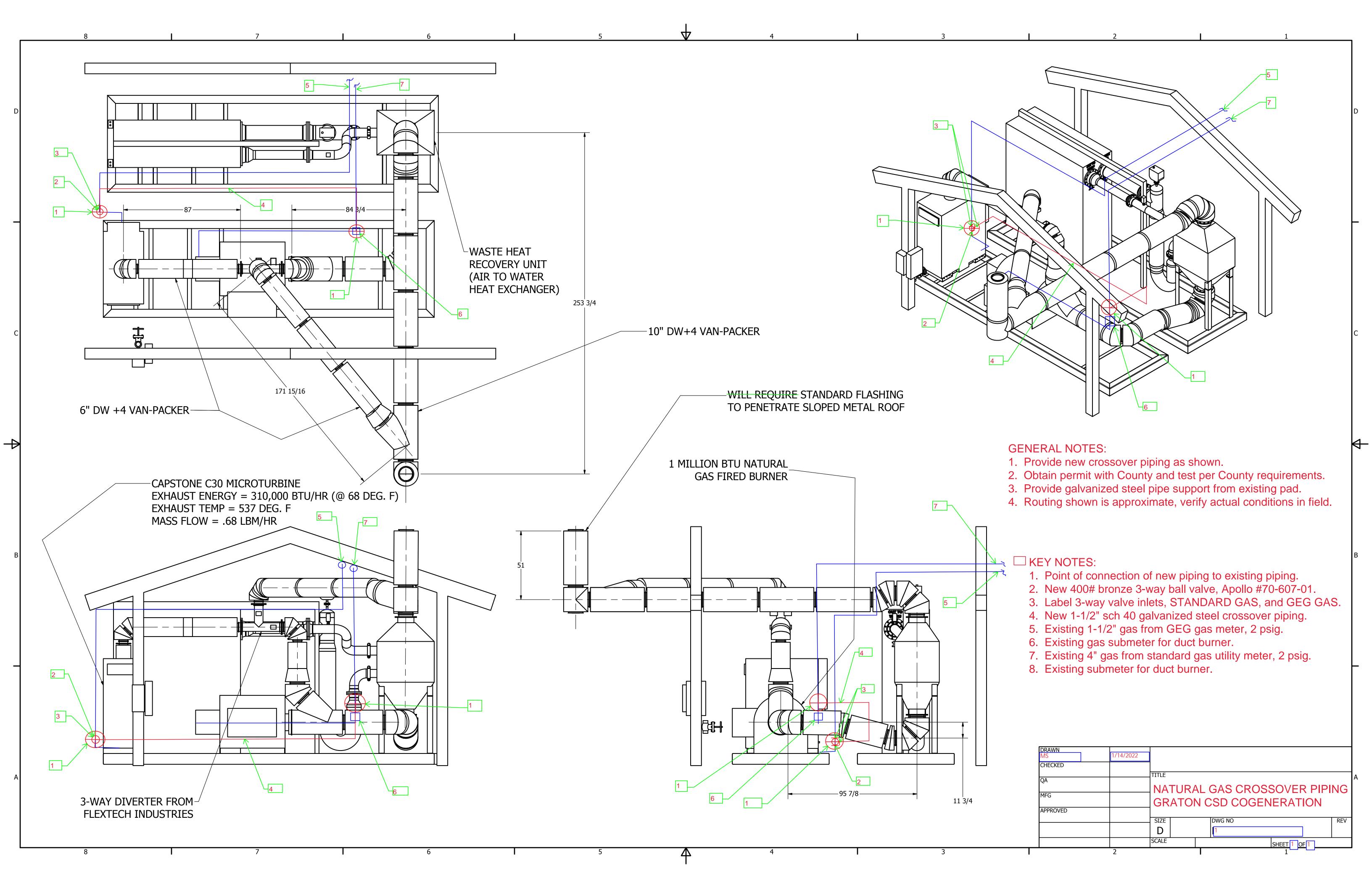
DIRECTORS:			
CLEMMER, UPCHURCH, _	BUTLER,	_ WILMARTH,	_ BENFELL.
AYES; NOES; ABSTAIN; A	BSENT		

WHEREUPON, the President declared the above and foregoing Resolution duly adopted and SO ORDERED.





Approved:	
rippro (co.	David Clemmer
	President, Board of Directors
	Graton Community Services District
A 44	
Attest:	Jennifer Butler
	Secretary, Board of Directors
	Graton Community Services District
3882342.2	



70-600 SERIES

3-Way Diversion Bronze Ball Valve

Female NPT Thread, 400 CWP (psig), Cold Non-Shock.



FEATURES

- Two piece body
- Reinforced seats
- Blow-out-proof stem design
- Adjustable packing gland

VARIATIONS AVAILABLE:

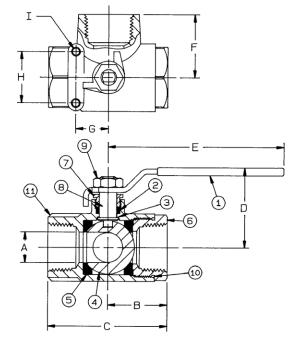
70-640 Series (316 SS Ball & Stem)

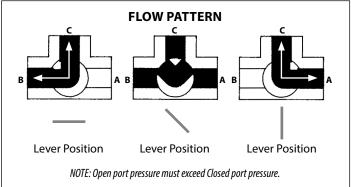
OPTIONS AVAILABLE: (More information in Section J)

(SUFFIX)	OPTION	SIZES
-01	Standard Configuration	All
-P -01-	BSPP (Parallel) Thread Connection	1/4" to 2"
-T -01-	BSPT (Tapered) Thread Connection	1/4" to 2"
-02-	Stem Grounded	1/4" to 2"
-04-	2.25" CS Stem Extension	1/4" to 2"
-05-	Plain Ball	1/4" to 2"
-10-	SS Lever & Nut	1/4" to 2"
-17-	Rough Chrome Plated - Bronze Valves	1/4" to 2"
-21-	UHMWPE Seats (Non-PTFE)	1/4" to 2"
-24-	Graphite Packing	1/4" to 2"
-27-	SS Latch-Lock Lever & Nut	1/4" to 2"
-35-	PTFE Trim	1/4" to 2"
-49-	Assembled Dry	1/4" to 2"
-50-	2.25" CS Locking Stem Extension	1/4" to 2"
-56-	Multifill Seats & Packing	1/4" to 2"
-57-	Oxygen Cleaned	1/4" to 2"
-60-	Grounded Ball & Stem	1/4" to 2"

STANDARD MATERIAL LIST

	PART	MATERIAL
1	Lever and grip	Steel, zinc plated w/vinyl
2	Stem packing	MPTFE
3	Stem bearing	RPTFE
4	Ball	B16, chrome plated
5	Seat (2)	RPTFE
6	Retainer	B16 (1/4" to 1") B584-C84400 (1.25" to 2")
7	Gland nut	B16
8	Stem	B16
9	Lever nut	Steel, zinc plated
10	Body seal (1.5" to 2")	PTFE
11	Body	B584-C84400





PRODUCT NUMBER	SIZE	A	В	C	D	E	F	G	Н	I	WT.
70-601-01	1/4"	0.50	1.09	2.25	1.80	3.88	1.18	0.87	1.37	10-24	0.86
70-602-01	3/8"	0.50	1.12	2.27	1.80	3.88	1.18	0.87	1.37	10-24	0.84
70-603-01	1/2"	0.50	1.10	2.75	1.75	3.88	1.18	0.87	1.37	10-24	0.99
70-604-01	3/4"	0.68	1.50	3.00	2.12	4.87	1.62	0.87	1.37	10-24	1.91
70-605-01	1"	0.87	1.59	3.20	2.20	4.87	1.71	0.87	1.37	10-24	2.42
70-606-01	1.25"	1.00	1.99	3.98	2.69	5.50	2.09	0.94	1.50	1/4-20	4.27
70-607-01	1.5"	1.25	2.21	4.40	2.87	5.50	2.38	0.94	1.50	1/4-20	5.82
70-608-01	2"	1.50	2.34	4.69	3.07	5.50	2.50	0.94	1.50	1/4-20	8.55

FOR PRESSURE/TEMPERATURE RATINGS, REFER TO PAGE M-10, GRAPH NO. 3



FLOW DATA

For Apollo® Ball Valves

The listed Cv"factors" are derived from actual flow testing, in the Apollo® Ball Valve Division, Conbraco Industries, Inc., Pageland, South Carolina. These tests were completed using standard "off the shelf" valves with no special preparation and utilizing standard schedule 40 pipe. It should be understood that these factors are for the valve only and also include the connection configuration. The flow testing is done utilizing water as a fluid media and is a direct statement of the gallons of water flowed per minute with a 1 psig pressure differential across the valve/connection unit. Line pressure is not a factor. Because the Cv is a factor, the formula can be used to estimate flow of most media for valve sizing.

FLOW OF LIQUID

$$Q = C_v \sqrt{\frac{\Delta P}{SpGr}}$$

or
$$\Delta P = \frac{(Q)^2 (SpGr)}{(Cv)^2}$$

Where:

Q = flow in US gpm $\Delta P = pressure drop (psig)$

SpGr = specific gravity at flowing temperature

Cv = valve constant

FLOW OF GAS

Q = 1360 C_v
$$\sqrt{\frac{(\Delta P) (P_2)}{(SpGr) (T)}}$$

or
$$\Delta P = \frac{5.4 \times 10^{-7} (SpGr) (T) (Q)^2}{(Cv)^2 (P_2)}$$

Where:

Q = flow in SCFH

 $\Delta P = pressure drop (psig)$

SpGr = Specific gravity (based on air = 1.0)

 $P_2 =$ outlet pressure-psia (psig + 14.7)

T = (temp. °F + 460)Cv = valve constant

Cv FACTORS FOR APOLLO VALVES

SIZE (IN.)	1/4	3/8	1/2	3/4	1	1.25	1.5	2	2.5	3	4	6	8	10	12
VALVE															
32-100/200 Series	5.1	6.6	8	24	30	45	55	95							
64-100/200 Series	6	7	19	34	50	104	268	309	629	1018	1622				
64W Series									629	1018	1622				
70B-140 Series	8.4	7.2	15	30	43	48	84	108	190	370	670				
70-100/200 Series	8.4	7.2	15	30	43	48	84	108	190	370	670				
70-300/400 Series			15	30	43	48	84	108							
70-600 Series	2.3	4.5	5.4	12	14	21	34	47							
70-800 Series	8.4	7.2	15	30	43	48	84								
71AR Series				30	43	48	84	108	190	370					
71-100/200 Series				30	43	48	84	108	190	370					
72-100/900 Series			26	48	65	125	170	216							
73A-100 Series	8.4	7.2	15	30	43	48	84	108							
73-300/400 Series			26	48	65	125	170	216							
74-100 Series	8.4	7.2	15	30	43	48	84	108	190	370	670				
75-100 Series	8.4	7.2	15	30	43	48	84	108	190	370	670				
76AR Series	8.4	7.2	15	30	43	48	84	108	190	370	670				
76F-100 Series	8.1	15	15	51	68	125	177	389							
76-100 Series	8.4	7.2	15	30	43	48	84	108	190	370					
76-300/400 Series			26	48	65	125	170	216							
76-600 Series	2.3	4.5	5.4	12	14	21	34	47							
7K-100 Series			15	51	68	125	177	389	503						
77AR Series	8.1	15	15	51	68	125	177	389							
77C-100/200 Series	4.5	7.2	16	36	68	125	177	389	503						
77D-140 Series	4.5	7.2	16	36	68	125	177	389							
77D-640 Series				11	24	35									
77G-UL Series	4.5	7.2	16	36	68	125	177	389	503						
77W Series			16	36	68	125	177	389							
77X Series			16	36	68										
77-100/200 Series	8.1	15	15	51	68	125	177	389	503						
79 Series	8.5	8.5	9.8	32	44	66	148	218	440	390					

continued on next page



FLOW DATA

For Apollo® Ball Valves

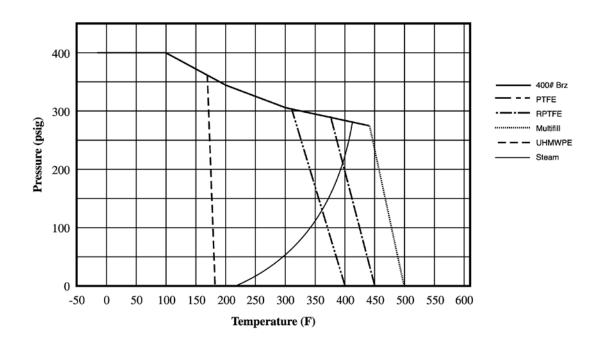
Cv FACTORS FOR APOLLO VALVES (continued from page M-3)

SIZE (IN.)	1/4	3/8	1/2	3/4	1	1.25	1.5	2	2.5	3	4	6	8	10	12
VALVE															
80/81 Series	8.4	7.2	15	30	43	48	84	108	190	370					
82-100/200 Series	8.1	14	26	51	68	120	170	376	510	996	1893				
83A/83B Series	8.1	14	26	51	68	120	170	376							
83R-100/200 Series							170	376		996	1893				
86A/86B Series	8.1	14	26	51	68	120	170	376							
86R-100/200 Series							170	376		996	1893				
87A-100 Series							86	104	234	375	673	1099	1902	3890	
87A-200 Series			15	19	75		195	410	545	1021	2016	4837	9250	15170	2239
87A-700 Series							86	104	234	375	673	1099	1902	3890	
87A-900 Series			15	19	75		195	410	545	1021	2016	4837	9250	15170	2239
87B-100 Series										375	673	1099	1902	3890	
88A-100 Series							86	104	234	375	673	1099	1902	3890	
88A-200 Series			15	19	75		195	410	545	1021	2016	4837	9250	15170	2239
88A-700 Series							86	104	234	375	673	1099	1902	3890	
88A-900 Series			15	19	75		195	410	545	1021	2016	4837	9250	15170	2239
88B-100 Series										375	673	1099	1902	3890	
89-100 Series	8.4	7.2	15	30	43	48	84	108	190	370					
9A-100 Series	8.3	6.7	5.7	10	16	25	40	62							
91-100 Series	8.3	6.7	5.7	10	16	25	40	62							
92-100 Series	8.3	6.7	5.7	10	16	25	40	62							
93-100 Series	8.3	6.7	5.7	10	16	25	40	62							
94A-100/200 Series	6	7	19	34	50	104	268	309	629	1018	1622				
95-100/200 Series			15	51	68										
95A-300/400 Series			19	34	50										
96-100 Series	8.3	6.7	5.7	10	16	25	40	62							
399-100 Series	8.4	7.2	15	30	43	48	84	108	190	370					
489-100 Series	8.4	7.2	15	30	43	48	84	108	190	370					

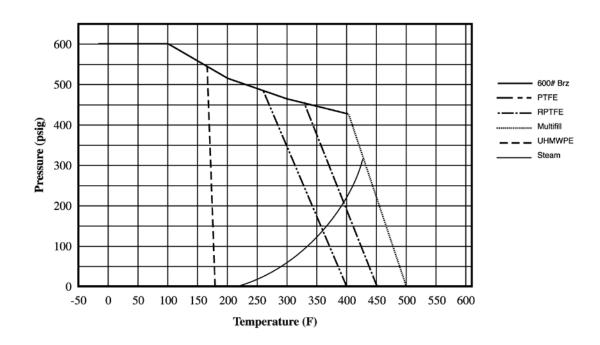


PRESSURE TEMPERATURE RATINGS

400# Bronze (GRAPH 3)



600# Bronze (GRAPH 4)



GRATON COMMUNITY SERVICES DISTRICT

250 ROSS LANE . MAIL: PO BOX 534, GRATON, CALIFORNIA 95444 . 707/823-1542 . FAX 707/823-3713



January 13, 2022

California Public Utilities Commission Public Advisor's Office 505 Van Ness Avenue San Francisco, CA 94102

Re: NEM3 Decision R.20-08-020

Commissioners:

I am writing to you as the President of the Board of the Graton Community Services District, a non-profit that provides wastewater treatment services to residents of Graton, a town of some 1,700 people in rural Northern California.

Our community is designated as an economically disadvantaged community. The proposed changes to NEM 2 will seriously and negatively affect our ratepayers and may cause us to significantly raise rates that otherwise would have remained stable or at least modest.

Currently, our sewer service rates are the second highest in Sonoma County. As a board, we have fought vigorously for the past five years to avoid raising rates to our disadvantaged ratepayers. We have successfully implemented numerous cost-cutting methods, and kept rates stable despite the rising costs from inflation. As an additional cost-cutting method, we had planned to install floating solar panels over one of our treated wastewater holding ponds, for an anticipated savings for our ratepayers of \$2.3 million.

If NEM3 is adopted, it will negatively impact this project, affecting both our ability to provide that savings to our ratepayers and the length of time it would take to realize savings, if any. If NEM3 is adopted, it may not be economically feasible for us to install solar cells and may force us to raise rates to meet the continually increasing cost of electricity from PG&E.

PG&E argues that NEM2 allows solar customers to sell their energy back into the grid for more than it's worth. It argues that solar users, who frequently use energy from the grid at night, are not shouldering their fair share of grid costs, placing more of a burden on non-solar users than is equitable, adding that non-solar users are more likely to be less well-off than homeowners who can afford the price of installing solar. NEM3 would thus reduce payment to solar users for the electricity they provide to the grid, while adding a monthly service charge.

But this argument falls flat in our instance, where solar cells would generate savings for the disadvantaged ratepayers of the Graton Community Service District. In contrast, NEM3 will harm our ratepayers.

The treatment plant's electric usage is higher in winter than summer, due to greater wastewater inflow during the rainy season. This makes it even more important that GCSD use solar cells, because credit for energy exported to the grid in summer will then be on the account and can help defray costs the following winter.

In fact, NEM3 it is a thinly disguised way for PG&E to increase its profits, paying solar users \$0.05 per kWh for electricity they would sell to the plant's neighbors for \$0.23 to \$0.42 per kWh.

I leave it to others to discuss the retrograde impact this will have on efforts to combat climate change, and the way it disincentivizes homeowners, businesses and utilities from using solar cells.

We respectfully request that you revisit the NEM3 decision and remove the penalties on those who would like to install solar cells in the future.

Sincerely,

David Clemmer

Board President, Graton Community Services District

David Clemmer

P.O. Box 534

Graton CA 95444

(707) 823-1542

Re: Floating solar panels

From: Brian Hines (brian@ncsr.com)

To: 123carolb@gmail.com; joseortiz.gcsd@gmail.com

Cc: butlersjennifer@gmail.com

Date: Friday, January 14, 2022, 04:46 PM PST

Carol:

The letter looks great. It should go also go to Governor Newsom.

Governor Gavin Newsom

1021 O Street, Suite 9000

Sacramento, CA 95814

Here are the answers below to Jose's questions. Also attached are two updated cash flows if the project is financed with a municipal lease. Jennifer requested an update.

On 1/13/2022 5:34 PM, Carol Benfell wrote:

1. What's the difference between winter time and summer time generation of solar panels?

The winter generation is much lower than summer as you can see from the attached chart of the monthly solar generation. The Summer months produce 67% of your solar generation and the winter months only 33%. And most of the plant's usage is in the Winter as you can see by the chart on the first page of the attached Solar Electric Investment Proposal. This why it is important for the economics of the project for Graton CSD to generate credit in the summer by feeding electricity into the grid and then having those credits apply to the bill for electricity use in the winter at the Retail electric rate. The plant's average electric rate is \$.33 per KWh. The CPUC Proposed Decision would do away with that and only pay solar generators a Wholesale \$.05 per KWh for all electricity fed into the grid. This would ruin the economics of solar self-generation in California.

2. Could you put together an application for us for the floating solar panels so we could get grandfathered in before the May 27 deadline?

The grandfather date for NEM2 in PG&E has not been defined yet so if we assume the worse case it would mean the project has to be complete and that building permit finalled by May. The Interconnection <u>Application</u> has to include a signed-off building permit to be considered complete and submitted through the Interconnection <u>Application</u> website portal. We could file the Interconnection <u>Agreement</u> which is different but the date we file it would not be considered the Application date. It would be a simple matter for us to file the Interconnection Agreement just in case that becomes the grandfather date. I can send you the Interconnection Agreement to review. Unfortunately, if the system design changes PG&E with require a new Interconnection Agreement and THAT could be the grandfather date.

3. NEM3 incentivizes solar with batteries while it disincentivizes stand alone solar cells, Would solar with batteries be good for us? In terms of generation? In terms of cost? Or are stand alone panels a better deal?

Batteries would be nice but they would increase the cost of the project so that it would not be very economic in our experience. The savings from having a battery bank do not offset it's cost. In the future if battery prices come down a battery could be added to the solar system and it could reduce costs by discharge when electricity is expensive and charging with solar or "off-peak" when electric rates are lower. Such a battery would not be able to run the plant very long in a power failure. That takes a generator for an electric load as high as a water treatment plant.

Looking forward to answering any further questions Monday. Thank you for putting this on the agenda.

--Brian

R. Brian Hines MBA CEM CGBP President North Coast Solar 1468 Funston Drive Santa Rosa, CA 95407

T 707 575 3999 F 707 575 3525 C 707 280 9451 S rbhines1





PV ncsBH Graton CSD 210821 Muni Lease wLegal.pdf 27.5kB



PV ncsBH Graton CSD 220111 Muni, 10yr.pdf 27.4kB



Graton CSD Solar Production Winter v Summer.pdf 92.4kB



Graton CSD

Solar Generation Winter v Summer

	<u>KWh</u>	<u>Winter</u>	<u>KWh</u>	
J	11,576	JFM	45,997	
F	12,438	OND	<u>40,335</u>	
M	21,983		86,332	33%
Α	24,827			
M	30,408			
J	31,346	<u>Summer</u>		
J	32,234	AMJJAS	172,268	67%
Α	30,097			
S	23,356			
0	19,498			
N	11,932			
D	<u>8,905</u>			
	258,600			



Solar Municipal Lease for

Graton Community Service District

Floating Solar Array

7 yr Term

Annual Payments, in Arrears
Net Cash Benefit
\$2,436,610

SYSTEM OVERVIEW

FINANCING SUMMARY

			-
System size, kW DC	151.000	Amount to finance	\$461,100
First year output, kWh	221,654	Initial investment	none
Equipment cost incl. legal fees*	\$461,100	Finance term	7 years
First year utility savings	\$76,203	Payment schedule	annually, in arrears
Average annual utility increase	4.00%	Payment amount (est.)	\$74,799.64
Average annual production decline	0.50%	Balloon payment at end	none

^{* \$7,500}

Note: Graton Community Service District takes ownership of the system immediately upon lease commencement (i.e. not at end of term)

CASH FLOW ANALYSIS

year	savings on utilities	rebates, grants	federal tax credit	initial investment	finance payments	net annual cash flow	cumulative net benefit
1	\$76,203				(\$74,800)	\$1,403	\$1,403
2	78,855				(\$74,800)	\$4,055	5,458
3	81,599				(\$74,800)	\$6,799	12,258
4	84,439				(\$74,800)	\$9,639	21,896
5	87,377				(\$74,800)	\$12,577	34,474
6	90,418				(\$74,800)	\$15,618	50,092
7	93,564				(\$74,800)	\$18,765	68,856
8	96,820					\$96,820	165,677
9	100,190					\$100,190	265,866
10	103,676					\$103,676	369,543
11	107,284					\$107,284	476,827
12	111,018					\$111,018	587,844
13	114,881					\$114,881	702,725
14	118,879					\$118,879	821,604
15	123,016					\$123,016	944,620
16	127,297					\$127,297	1,071,917
17	131,727					\$131,727	1,203,644
18	136,311					\$136,311	1,339,955
19	141,055					\$141,055	1,481,009
20	145,963					\$145,963	1,626,973
21	151,043					\$151,043	1,778,015
22	156,299					\$156,299	1,934,314
23	161,738					\$161,738	2,096,052
24	167,367					\$167,367	2,263,419
25	173,191					\$173,191	2,436,610
•	\$2,960,208				(\$523,597)	\$2,436,610	
	total utility savings	total ind	centives		finance payments	SOLAR CA	SH BENEFIT



Solar Municipal Lease for

Graton Community Service District

Floating Solar Array

10 yr Term

Annual Payments, in Arrears
Net Cash Benefit
\$2,384,131

SYSTEM OVERVIEW

FINANCING SUMMARY

System size, kW DC	151.000	Amount to finance	\$453,600		
First year output, kWh	221,654	Initial investment	none		
Equipment cost, installed	\$453,600	Finance term	10 years		
First year utility savings	\$76,203	Payment schedule	annually, in arrears		
Average annual utility increase	4.00%	Payment amount (est.)	\$57,607.63		
Average annual production decline	0.50%	Balloon payment at end	none		

Note: Graton Community Service District takes ownership of the system immediately upon lease commencement (i.e. not at end of term)

CASH FLOW ANALYSIS

year	savings on utilities	rebates, grants	federal tax credit	initial investment	finance payments	net annual cash flow	cumulative net benefit
1	\$76,203				(\$57,608)	\$18,595	\$18,595
2	78,855				(\$57,608)	\$21,247	39,842
3	81,599				(\$57,608)	\$23,991	63,834
4	84,439				(\$57,608)	\$26,831	90,664
5	87,377				(\$57,608)	\$29,769	120,434
6	90,418				(\$57,608)	\$32,810	153,244
7	93,564				(\$57,608)	\$35,957	189,201
8	96,820				(\$57,608)	\$39,213	228,413
9	100,190				(\$57,608)	\$42,582	270,995
10	103,676				(\$57,608)	\$46,069	317,064
11	107,284					\$107,284	424,348
12	111,018					\$111,018	535,366
13	114,881					\$114,881	650,247
14	118,879					\$118,879	769,126
15	123,016					\$123,016	892,141
16	127,297					\$127,297	1,019,438
17	131,727					\$131,727	1,151,165
18	136,311					\$136,311	1,287,476
19	141,055					\$141,055	1,428,530
20	145,963					\$145,963	1,574,494
21	151,043					\$151,043	1,725,536
22	156,299					\$156,299	1,881,835
23	161,738					\$161,738	2,043,574
24	167,367					\$167,367	2,210,940
25	173,191					\$173,191	2,384,131
_	\$2,960,208				(\$576,076)	\$2,384,131	
	total utility savings	total ince	entives		finance payments	SOLAR CA	SH BENEFIT



Solar Electric Investment Proposal

for

Graton Community Services District

Site Location: 250 Ross Lane Graton, CA 95444

Date: 3/23/2021

This PROPOSAL SUMMARY is based on the site location, estimated electric usage and PV system characteristics. Our goal is to help you achieve the best solar investment in terms of system cost, production, and product quality and reliability. This proposal is valid for 14 days from the date of analysis.

PROPOSED SOLAR PV SYSTEM

System Size STC Rating: 151 kW STC DC
Site's Average Sun Hours: 5.2 sun-hours
Annual Solar Production 221,654 kWh
Annual Electric Usage 216,894 kWh

Annual kWh Offset % 102%

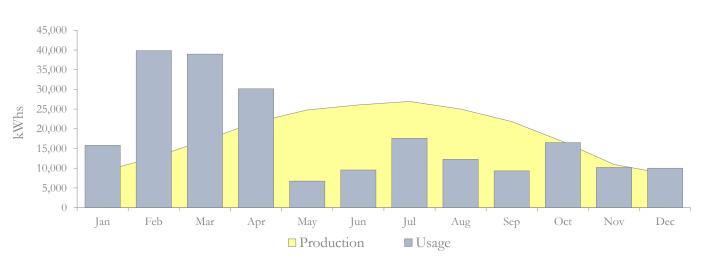
PV Solar System To Be Mounted On: Ground near your business

Array 1: 360 Solaria Corporation Solaria PowerXT-420R-PM Modules

5 SolarEdge Technologies Ltd. SE33.3KUS [480V] Inverters

12 degrees South Orientation

Estimated Electric Usage and Solar Production





Solar Electric Investment, Incentive and Energy Savings Analysis

0 March 23, 2021

Graton Community Services District

 Site Location:
 3190930511-7

 250 Ross Lane
 3196889282

 Graton, CA 95444
 1008157639

<u>System</u>

360 Solar PV Modules

5 Inverters

Proposed System DC Size 151 kW STC DC System's CEC AC Rating 136 kW CEC AC Location's Average Equivalent Noontime Sun Hours 5.2 Sun Hours Estimated Annual Energy Production 221,654 kWh/yr

Utility & Tariff

Utility: PG&E

Current Rate Schedule: E19 TOU Voluntary (S) -- Commercial Large TOU Demand (Voluntary E

New Solar Rate Schedule: B6 -- Commercial Small TOU Historical Usage: 216,894 kWh/yr

Estimated First Year Utility Savings \$74,406 per year

Cost & Incentives	
Gross System Cost with Sales Tax (\$3.00 per DC (STC) Watt)	\$ 453,600
	\$ -
Net System Cost with Tax Benefits & Incentives	\$ 453,600

MACRS Depreciation Schedule

Fed Depreciation Basis (Fed ITC/Grant Basis minus 1/2 Fed ITC): \$0

Estimated Federal Tax Bracket: 28%

Year	State Net Depr	eciation Value	Federal Depre	ciation Value
1	\$	-	\$	
2	\$	-	\$	-
3	\$	-	\$	-
4	\$	-	\$	-
5	\$	-	\$	-
6	\$	-	\$	-
7	\$	-	\$	-
8	\$	-	\$	-
9	\$	-	\$	-
10	\$	-	\$	-
11	\$	-	\$	-
12	\$	-	\$	-
TOTALS:	\$	-	\$	-

Incentives and energy savings depend upon several factors that may not be represented in this analysis. A trusted tax professional should verify the figures provided.

North Coast Solar provides assistance with applications for incentives and rebates.

North Coast Solar does not take responsibility for any future changes in tax law or other incentives.



Results

Previous Average Monthly Electric Bill Estimated New Average Monthly Electric Bill	\$ \$	6,307 107
Average Monthly Electric Bill Savings	\$	6,200
Percentage Of Bill Offset		98.3%
Effective Non-Taxable Compound Annual Rate of Return (IR	R) c	18.9%
Net Savings over 25 years	\$	2,748,096
including bill savings, sRECs, maintenance, & inverter repl	acement (r	net after-tax values)
Total Lifecycle Payback (25-year Net Savings divided by Net	Co	6.1x
Capital Recovery Period (Payback)		5.7 years
Property Value Increase with 6% Cap Rate	\$	1,223,643

Investment	Timeline				
Year	Average Utility Rate ¢/kWh	Utility Savings \$/year	Net Utility Savings, sRECs, PBIs, etc, after tax & maintenance	Tax & Rebate Incentive s	Cost / Payback Schedule (Cumulative Cash Position)
0					(\$453,600)
1	34.9	74,406	\$73,272		(\$380,328)
2	36.3	\$77,010	\$75,837		(\$304,491)
3	37.7	\$79,706	\$78,491		(\$226,001)
4	39.3	\$82,495	\$81,238		(\$144,763)
5	40.8	\$85,383	\$84,081		(\$60,681)
6	42.5	\$88,371	\$87,024		\$26,343
7	44.2	\$91,464	\$90,070		\$116,413
8	45.9	\$94,665	\$93,223		\$209,636
9	47.8	\$97,979	\$96,485		\$306,121
10	49.7	\$101,408	\$99,862		\$405,983
11	51.7	\$104,957	\$103,357		\$509,341
12	53.7	\$108,631	\$106,975		\$616,316
13	55.9	\$112,433	\$110,719		\$727,035
14	58.1	\$116,368	\$114,594		\$841,629
15	60.4	\$120,441	\$12,765		\$854,394
16	62.8	\$124,656	\$122,756		\$977,150
17	65.4	\$129,019	\$127,053		\$1,104,203
18	68.0	\$133,535	\$131,500		\$1,235,703
19	70.7	\$138,208	\$136,102		\$1,371,805
20	73.5	\$143,046	\$140,866		\$1,512,670
21	76.5	\$148,052	\$145,796		\$1,658,466
22	79.5	\$153,234	\$150,899		\$1,809,365
23	82.7	\$158,597	\$156,180		\$1,965,545
24	86.0	\$164,148	\$161,647		\$2,127,192
25	89.4	\$169,893	\$167,304		\$2,294,496

GRATON COMMUNITY SERVICES DISTRICT

250 ROSS LANE • MAIL: PO BOX 534, GRATON, CALIFORNIA 95444 • 707/823-1542



January 13th, 2022 Prepared by John Gibson

December 14th 2021 – January 12th 2022 Operations Report

December 14th Washed down and cleaned the chlorine contact chamber. Valved PTG Effluent to the CCT for additional disinfection via chlorine tablets. Plugged the outlets from the CCT to the East holding pond and directed CCT effluent to the West holding pond for storage.

December 20th De-energized and locked out FFb. Replaced faulty air valve A actuator and valve assembly. Placed back into service and tested.

December 27th Influent meter loss of communication with (eco) transmitter. Due to the high pond levels and back flooding at the headworks the transmitter reading is out of span.

ATT call out line for the plant is nonoperational and static. Communicating with ATT to send a phoneline repair tech out to fix the issue. Switched the office line over to the call out phone until the problem is resolved.

Serviced the PTG P16x bypass pump and started the bypass system. The P16x pump starts when the purge tank level is met and the FFs are on but does not shut off when the purge tank level is out of operational limit. Telstar will be out on Jan 14th to fix the programing issues.

January 2nd Lift Station #1 PGE panel vandalized and torched. Met with the fire and sheriff's department on site. Contacted Mike Brown Electric for an emergency panel replacement. Mike Brown Electric has replaced the panel and passed an inspection with Sonoma County. PGE has been contacted and will be scheduling a crew to run new wires to the electrical panel and install a new meter.

January 5th SSO at Purple Wine Processing Plant. Jose and Anthony responded. Contacted Miksis Services to jet the sewer main and inspect for blockages. The Lift Station #1 backup generator had shut down due to a low oil level and with no power to the station the emergency call out system was inoperable. Anthony filled the oil reservoir and restarted the generator.

Operator	Date	Time	OT Hrs.	Alarm Call	Operator Response
John	12/18/2021		4		Weekend duties. 2 callouts for FF common high alarm. Logged in and reset alarms.
John	12/19/2021		5		Weekend duties. Call out at 03:25am FF common high alarm, Ffa air valve A fault. Logged in and reset. 23:37 PTG high pressure shutdown alarm, responded to plant and restarted systems.
John	12/27/2021		0.42		Working over 10 hours in a shift.
John	12/30/2021	11:26pm	3	PTG High pressure shutdown. SAF Froth pump fail.	Responded to the plant and reset/restarted plant processes. Cleaned PTG system.
John	13/31/21		3		Weekend duties.
John	1/1/2022		2		Working on a Holiday
John	1/2/2022		4		Weekend duties. Call out - Lift Station #1 PGE panel has been vandalized and burned. Responded and met with the fire and sheriff department. Contacted Mike Brown Electric for electrical panel replacement.
John	1/3/2022		0.93		Working over 10 hours in a shift.
John	1/7/2022	10:36	1		Call from Anthony at the plant. Updated on plant and backup generator status. Discussed weekend duties.
John	1/9/2022	20:43	1	FF common high alarm	Logged in and reset alarm, FF in extended wash due to high turbidity.
John	1/12/2022	5:58	1	SAF froth pump	Logged in and restarted the SAF froth pump.