



REGULAR MEETING AGENDA – AMENDED

Date: 12/8/2020

Time: 5:00 p.m.

Regular Meeting Location: Joinwebinar.com – ID# 589-216-979

This amended agenda includes item D3.

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

On March 19, 2020, the Governor ordered a statewide stay-at-home order calling on all individuals living in the State of California to stay at home or at their place of residence to slow the spread of the COVID-19 virus. Additionally, the Governor has temporarily suspended certain requirements of the Brown Act. For the duration of the shelter in place order, the following public meeting protocols will apply.

Teleconference meeting: All members of the City Council, city staff, applicants, and members of the public will be participating by teleconference. To promote social distancing while allowing essential governmental functions to continue, the Governor has temporarily waived portions of the open meetings act and rules pertaining to teleconference meetings. This meeting is conducted in compliance with the Governor Executive Order N-25-20 issued March 12, 2020, and supplemental Executive Order N-29-20 issued March 17, 2020.

- How to participate in the meeting
 - Submit a written comment online: menlopark.org/publiccommentDecember8*
 - Record a comment or request a call-back when an agenda topic is under consideration: Dial 650-474-5071*
 - Access the regular meeting real-time online at: joinwebinar.com – Regular Meeting ID 589-216-979
 - Access the regular meeting real-time via telephone (listen only mode) at: (631) 992-3221
Regular Meeting ID 832-723-150 (# – no audio pin)
*Written and recorded public comments and call-back requests are accepted up to 1-hour before the meeting start time. Written and recorded messages are provided to the City Council at the appropriate time in their meeting. Recorded messages may be transcribed using a voice-to-text tool.
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may check on the status of the meeting by visiting the City’s website www.menlopark.org. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.org/agenda).

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Regular Meeting (Joinwebinar.com – ID# 589-216-979)

A. Call To Order

B. Roll Call

C. Public Comment

Under “Public Comment,” the public may address the City Council on any subject not listed on the agenda. Each speaker may address the City Council once under public comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The City Council cannot act on items not listed on the agenda and, therefore, the City Council cannot respond to non-agenda issues brought up under public comment other than to provide general information.

D. Presentations and Proclamations

D1. Proclamation: Recognizing State Senator Jerry Hill ([Attachment](#))

D2. Presentation: Ruby Bridges Walk to School Day ([Presentation](#))

D3. Proclamation: Recognizing Henry Pemberton Organ ([Attachment](#))

E. Consent Calendar

E1. Accept the City Council meeting minutes for November 10, 11, and 17, 2020 ([Attachment](#))

E2. Authorize the city manager to execute a new funding agreement with the Bohannon Development Company for the Chrysler stormwater pump station and adopt Resolution No. 6601 terminating the previous 2017 funding agreement ([Staff Report #20-259-CC](#))

E3. Authorize the Mayor to sign the City’s response to San Mateo County’s 2019-20 civil grand jury report: “Ransomware: It is not enough to think that you are protected” ([Staff Report #20-256-CC](#))

E4. Authorize the city manager to terminate a power purchase agreement with Cupertino Electric ([Staff Report #20-260-CC](#))

E5. Authorize the city manager to execute a contract amendment with Hello Housing for the administration of below market rate housing programs and loan servicing not to exceed \$145,000 and extend the term of the agreement through January 31, 2021 ([Staff Report #20-257-CC](#))

F. Public Hearing

- F1. Conduct rate protest hearing and adopt Resolution No. 6603 to increase solid waste rates for 2021, 2022, 2023, 2024 and 2025 and encumber up to \$1.5 million in the solid waste fund to smooth customer rate increases over the five-year period ([Staff Report #20-264-CC](#)) ([Presentation](#))

G. Regular Business

- G1. Adopt Resolution No. 6605 authorizing implementation of a pilot program between January 1, 2021 and June 30, 2021 to provide financial relief on residents' solid waste and water bills and appropriate \$164,000 from general fund ([Staff Report #20-265-CC](#)) ([Presentation](#))
- G2. 1) Authorize the city manager to enter into a funding agreement with Real Social Good Investments, LLC 2) adopt Resolution No. 6603 to establish no parking zones on Laurel Street; and 3) approve installation of "No right turn on red when bicycles are present" signs ([Staff Report #20-263-CC](#)) ([Presentation](#))
- G3. Adopt Resolution No. 6602 approving the City Council Community Funding Subcommittee's recommendations regarding the 2020-21 community funding allocation and amending the fiscal year 2020-21 budget ([Staff Report #20-261-CC](#))
- G4. Approve outdoor dining grant program ([Staff Report #20-258-CC](#))

[Web form public comment on item G4.](#)

H. Informational Items

- H1. City Council agenda topics: December 2020 to February 2021 ([Staff Report #20-255-CC](#))
- H2. Transmittal of the comprehensive annual financial report as of June 30, 2020 ([Staff Report #20-262-CC](#))
- H3. Second quarter personnel update ([Staff Report #20-266-CC](#))

I. City Manager's Report

J. City Councilmember Reports

K. Adjournment

At every regular meeting of the City Council, in addition to the public comment period where the public shall have the right to address the City Council on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Council on any item listed on the agenda at a time designated by the chair, either before or during the City Council's consideration of the item.

At every special meeting of the City Council, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the chair, either before or during consideration of the item. For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

Any writing that is distributed to a majority of the City Council by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at jaherren@menlopark.org. Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at menlopark.org/agenda and can receive email notification of agenda and staff report postings by subscribing to the "Notify Me" service at menlopark.org/notifyme. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 12/5/2020)

PROCLAMATION

State Senator Jerry Hill

WHEREAS; the tenure of the Honorable Jerry Hill with the California State Senate is drawing to a close following 12 years of dedicated service in the California State Legislature, and nearly 30 years in public service; and

WHEREAS; Senator Hill was first elected to the California State Senate in 2012 as the representative of the 13th Senatorial District after having served as representative of the 19th Assembly District from 2008 to 2012, as well as serving as a member of the San Mateo County Board of Supervisors from 1998 to 2008 and of the San Mateo City Council from 1991 to 1998; and

WHEREAS; over his 12 years of service in the California State Legislature and on numerous Committees and Commissions, Senator Hill's legislative accomplishments include more than 150 signed bills and resolutions that address a vast array of issues important to the governmental agencies, businesses, and residents in the district; and

WHEREAS; the legislation championed, authored and organized by Senator Hill, which focused on consumer safety and protection, education, coastal access, government accountability, public utilities, transparency in law enforcement, among many other issues, reflects his deep compassion for and commitment to the safety, wellbeing, and quality of life of his constituency; and

WHEREAS; through his tireless commitment to public service, Senator Hill leaves an enduring legacy on the City of Menlo Park, the County of San Mateo, and the State of California.

NOW THEREFORE, BE IT PROCLAIMED that I, Cecilia Taylor, Mayor of the City of Menlo Park, on behalf of the City Council, do hereby honor and pay tribute to State Senator Jerry Hill, and thank him for his many years of public service and wish him happiness and success in his future endeavors.

DocuSigned by:

Cecilia Taylor

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Cecilia Taylor, Mayor
December 8, 2020



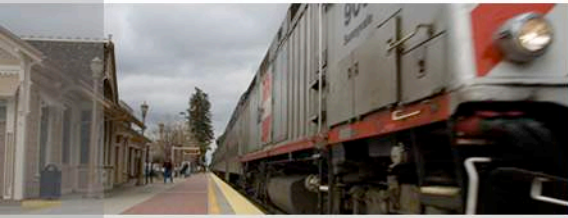
RUBY BRIDGES WALK TO SCHOOL DAY

City Council Presentation, December 8, 2020

AGENDA

- Introduction
- Participation Statistics
- Community Photos





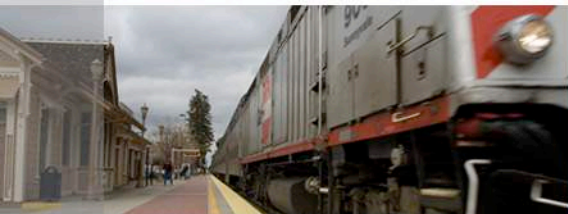
INTRODUCTION



- Ruby Bridges Walk to School Day (RBWSD) celebrates the bravery of Ruby Bridges
- She became the youngest icon of the civil rights movement at the age of six
- She helped integrate schools in New Orleans, Louisiana in 1960



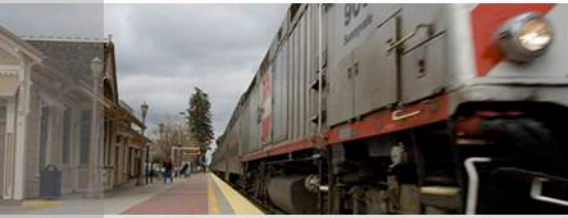
Photo courtesy of San Mateo County Office of Education



HISTORY MADE



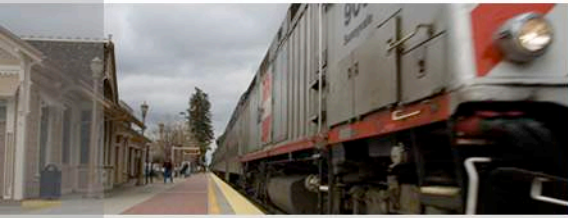
- 1954 Supreme Court case *Brown v. Board of Education* ruled racial segregation in schools to be unconstitutional
- New Orleans schools delayed integration
 - Mandate to have two schools integrated on November 14, 1960
 - Six African-American students, including Bridges, chosen
- Ruby Bridges integrated William Frantz Elementary School
 - Bridges was the only one of her group of three to integrate that day
 - She was escorted by federal marshals on her walk to school



PURPOSE



- RBWSD has come to symbolize:
 - The fight it took to gain equality, integration, and community
 - Independence of children through walking
- Martin Elementary School (South San Francisco)
 - Ms. Carlino’s fifth grade class celebrated RBWSD in 2018, began countywide movement
 - In 2019, San Mateo County Board of Education declared November 14 to be hence forth known as RBWSD in the County

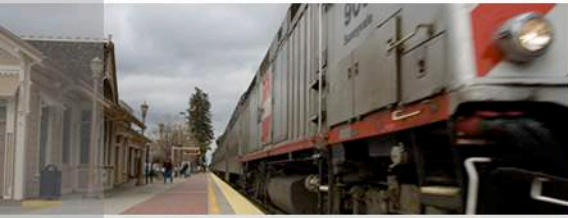


RUBY BRIDGES WALK TO SCHOOL DAY 2019



- Celebrated on November 14, 2019 by students from Beechwood and Belle Haven Schools

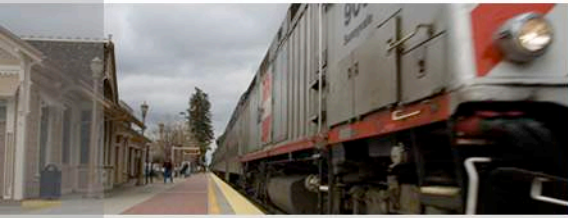




RUBY BRIDGES WALK TO SCHOOL DAY 2020



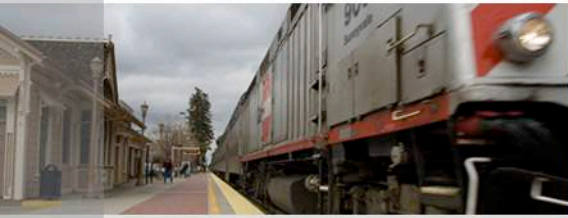
- Menlo Park Safe Routes to School Coordinator worked with schools to promote RBWSD on November 18, 2020
 - Valuable lessons for students on equality, walking/healthy lifestyles
 - Many thanks to school administrators, teachers, parents to coordinate at each school
- Confirmed 2020 participation from 7 schools:
 - Encinal, La Entrada, Las Lomas, Laurel, Menlo-Atherton, Oak Knoll, TIDE
- Goal is to make RBWSD an annually celebrated event in Menlo Park at all schools, both in the classroom and on the streets



BY THE NUMBERS



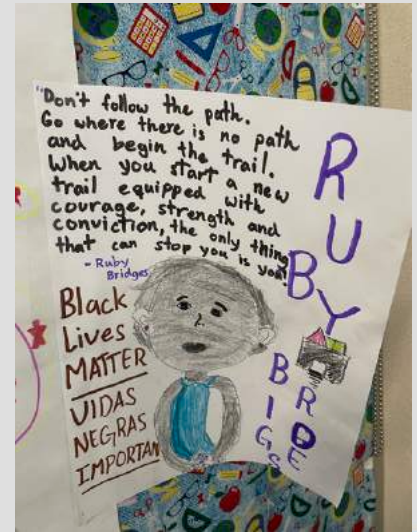
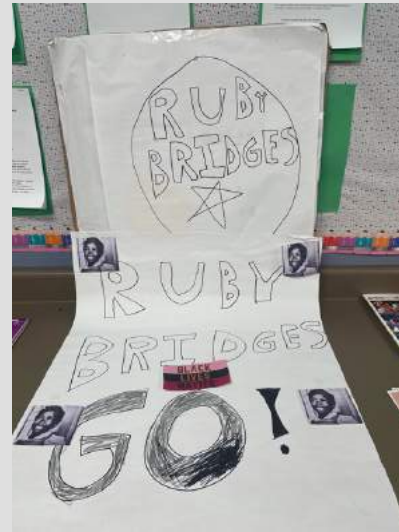
- 7 confirmed schools with 180 students participating
 - 32 classes comprised of Grades K, 1, 2, 3, 4, 5, 9
- Walking ‘to school’: 134 students
 - 94 students from in-person learning
 - 40 students from distance learning
- Rolling ‘to school’: 46 students
 - 30 from in-person learning
 - 16 from distance learning

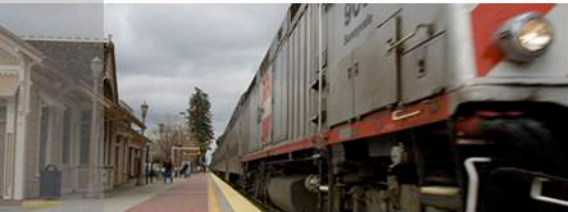


2020 RUBY BRIDGES WALK TO SCHOOL DAY PICTURES



- Laurel School: Ms. Montoya's third grade class:

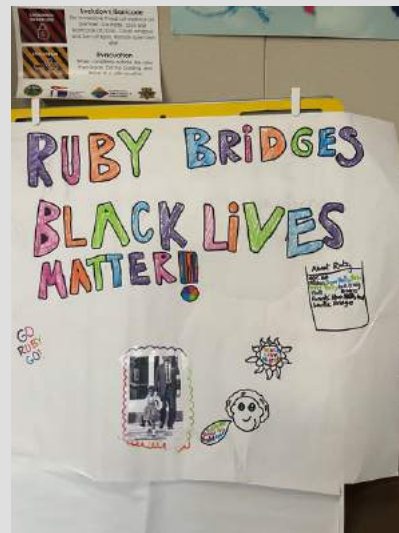
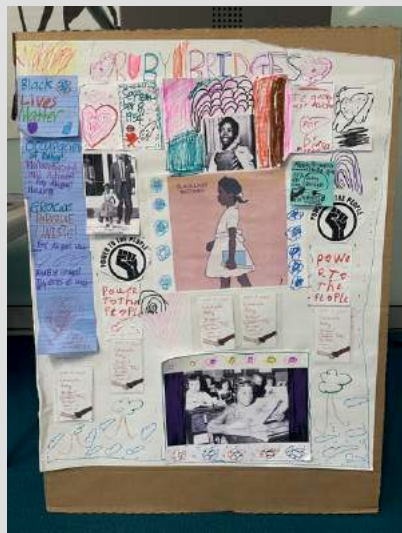


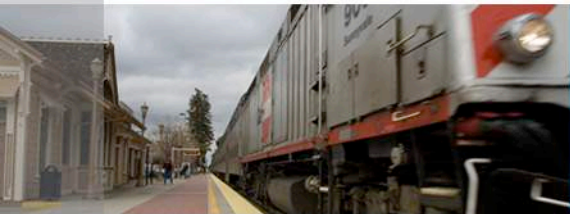


2020 RUBY BRIDGES WALK TO SCHOOL DAY PICTURES



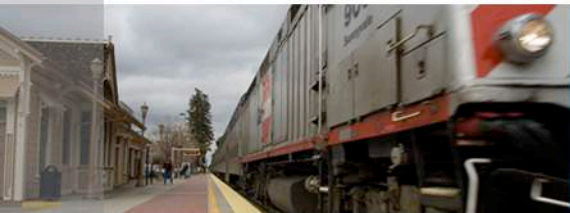
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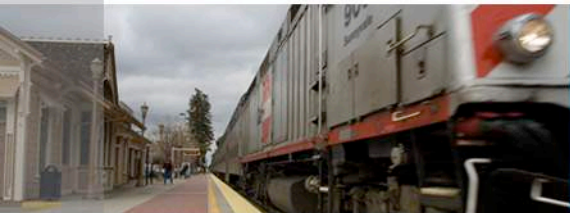
COMMUNITY SUBMITTED PICTURES





COMMUNITY SUBMITTED PICTURES





COMMUNITY SUBMITTED PICTURES





THANK YOU

RECOGNIZING HENRY PEMBERTON ORGAN

WHEREAS, the longevity of life is a blessing for an individual and for a community which benefits from the wisdom, knowledge and experiences that this individual brings to all; and

WHEREAS, Henry Pemberton Organ was born in Marshall, Texas in 1930. His educator grandparents, Henry and Norella Pemberton, were the first graduates of Wiley College in 1889, the first and only HBU in the area at that time; and

WHEREAS, Henry Pemberton Organ attended Bishop College in Marshall, Texas in the early 50's and has spent his entire life as an educator and civil rights activist; and

WHEREAS, Henry Pemberton Organ lives in Menlo Park, not far from Stanford University where he worked for decades as a Development Director for the university's foundation to provide support and scholarships for students; and

WHEREAS, supporting social justice and equal rights, Henry Pemberton Organ has been retired for years, but still gets up early morning and puts in a full-day, working on committees that seek to overturn the death penalty in California; and

WHEREAS, Henry Pemberton Organ also serves on the Board of Directors for Girls to Women, a charitable non-profit, in the East Palo Alto area which assists minority, low-income girls with their education; and

WHEREAS, Henry Pemberton Organ is very involved in his church community and has served many local charities over the years; and

WHEREAS, Henry Pemberton Organ lives independently and zooms regularly with his many nieces and nephews; and

WHEREAS, Henry Pemberton Organ will be 90 years old on December 4, 2020. He has been an active, community-involved, resident of Menlo Park for more than 40 years and the conscious of the Stanford and respected among the Stanford University Community.

NOW, THEREFORE, BE IT PROCLAIMED that I, Cecilia Taylor, Mayor of the City of Menlo Park, do hereby recognize and gratefully acknowledge Henry Pemberton Organ on his 90th Birthday. May happiness, good health, and much joy follow you in the years to come.

DocuSigned by:

Cecilia Taylor

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Cecilia Taylor, Mayor
December 2, 2020



SPECIAL AND REGULAR MEETING MINUTES – DRAFT

Date: 11/10/2020

Time: 5:00 p.m.

Closed Session: Teleconference

Regular Meeting Location: Joinwebinar.com – ID# 371-149-155

Closed Session (Teleconference)

A. Call To Order

Mayor Taylor called the meeting to order at 5:02 p.m.

B. Roll Call

Present: Carlton, Combs, Mueller, Nash, Taylor

Absent: None

Staff: City Manager Starla Jerome-Robinson, Interim City Attorney Cara Silver, Public Works Director Nicole Nagaya

C. Closed Session

C1. Conference with Legal Counsel – Anticipated litigation: Significant exposure to litigation pursuant to § 54956.9(b)

Number of cases – 1

No reportable actions.

Mayor Taylor adjourned to the regular session at 6:04 p.m.

Regular Meeting (Joinwebinar.com – ID# 371-149-155)

D. Call To Order

Mayor Taylor called the meeting to order at 6:12 p.m.

E. Roll Call

Present: Carlton, Combs, Nash, Mueller, Taylor

Absent: None

Staff: City Manager Starla Jerome-Robinson, Interim City Attorney Cara Silver, City Clerk Judi A. Herren

F. Report from Closed Session

No reportable actions.

G. Public Comment

None.

H. Presentations and Proclamations

H1. Proclamation: Ruby Bridges Walk to School Day ([Attachment](#))

Mayor Taylor read the proclamation ([Attachment](#)).

I. Consent Calendar

I1. Accept the City Council meeting minutes for September 29, October 5, 6, 13, 15 and 21, 2020 ([Attachment](#))

I2. Extend the San Mateo County Mosquito and Vector Control District term to December 31, 2023 ([Staff Report #20-241-CC](#))

I3. Adopt Resolution No. 6597 dissolving the City's Sister City Committee and authorizing committee members to form a nonprofit to support the ongoing sister city program ([Staff Report #20-245-CC](#))

[Web form public comment on item I3.](#) ([Attachment](#))

ACTION: Motion and second (Carlton/ Mueller), to approve the consent calendar, passed unanimously.

J. Regular Business

J1. Consider the funding options for the City requested work to accompany Facebook's offer to rebuild community facilities located at 100-110 Terminal Avenue and the plan for interim services during construction ([Staff Report #20-243-CC](#)
[Informe de Personal #20-243-CC](#))

[Web form public comment on item J1.](#) ([Attachment](#)).

Deputy City Manager Justin Murphy made the presentation ([Attachment](#)).

- Julie Shanson spoke in support of the Measure T bonds for use of the project.
- Elyse Stein read the public comment letter submitted via web form.

The City Council received clarification on land acquisition costs and completed Measure T bond funded projects. The City Council discussed funding sources, funding tiers, and received clarification of repayment. The City Council had consensus around exploring grants.

ACTION: Motion and second (Carlton/ Nash), to approve the interim services and city manager contract authority, passed unanimously.

ACTION: Motion and second (Nash/ Taylor), to approve the study of tier nos. 1 and 3 but not 2, passed unanimously.

The City Council took a break at 7:32 p.m.

The City Council reconvened at 8:06 p.m.

J2. Amend the City Council adopted 2020-21 budget and salary schedule ([Staff Report #20-244-CC](#)) ([Presentation](#))

Assistant City Manager Nick Pegueros and Assistant Administrative Services Director Dan Jacobson made the presentation (Attachment).

- Lynne Bramlett spoke in opposition of hiring staff amidst the pandemic.

The City Council received clarification that the proposed budget amendments result in a balanced budget, with no draw on reserves. The City Council discussed the COVID-19 pandemic emergency response budget amendment with focus on the outdoor dining grant program and utility rate increase relief. Further discussion about major revenues including transient occupancy tax recovery and property taxes.

ACTION: Motion and second (Mueller/ Carlton), to approve \$9.8 million revenue and expenditure budget amendment to fund City enhancements to the Menlo Park Community Campus project with further direction to maximize use of grants and contributions prior to use of Measure T bond proceeds, passed unanimously.

ACTION: Motion and second (Nash/ Combs), to approve the housing element budget request contingent on staff returning in early 2021, and to approve the salary schedule as presented by staff, passed unanimously.

ACTION: Motion and second (Nash/ Carlton), to approve the economic development initiative and increase the city managers signing authority to \$150,000, passed unanimously.

ACTION: Motion and second (Mueller/ Carlton), to approve the outdoor dining grant budget and direct staff to return with grants specifics before committing the funds, passed unanimously.

ACTION: Motion and second (Mueller/ Carlton), to approve non-departmental amendments as presented in Attachment E of the staff presentation, passed unanimously (Attachment).

J3. Adopt Resolution No. 6598 approving the Town of Atherton withdrawal from the South Bayside Waste Management Authority ([Staff Report #20-246-CC](#))

ACTION: Motion and second (Mueller/ Nash), to adopt Resolution No. 6598 approving the Town of Atherton withdrawal from the South Bayside Waste Management Authority, passed unanimously.

K. Informational Items

K1. City Council agenda topics: November 2020 to January 2021 ([Staff Report #20-242-CC](#))

L. City Manager's Report

City Manager Starla Jerome-Robinson reported on the appointment of Pamela Jones to the housing innovation fund and provided an update to the police chief recruitment.

M. City Councilmember Reports

City Councilmember Carlton reported out on the upcoming Recology coat drive.

N. Adjournment

Mayor Taylor adjourned the meeting at 10:46 p.m.

Judi A. Herren, City Clerk

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

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SPECIAL MEETING MINUTES – DRAFT

Date: 11/11/2020
Time: 10:30 a.m.
Closed Session: Teleconference

Closed Session (Teleconference)

A. Call To Order

Mayor Taylor called the meeting to order at 10:36 a.m.

B. Roll Call

Present: Carlton, Mueller (exited the meeting at 11:19 a.m.), Nash, Taylor
Absent: Combs (recused)
Staff: City Manager Starla Jerome-Robinson, Assistant City Manager Nick Pegueros, Interim City Attorney Cara Silver

C. Closed Session

C1. Conference with Legal Counsel – Anticipated litigation: Significant exposure to litigation pursuant to § 54956.9(b)

Number of cases – 1

No reportable actions.

D. Adjournment

Mayor Taylor adjourned the meeting at 11:47 a.m.

Judi A. Herren, City Clerk

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

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SPECIAL MEETING MINUTES – DRAFT

Date: 11/17/2020

Time: 5:00 p.m.

Special Meeting Location: Joinwebinar.com – ID# 267-130-171

Special Meeting (Joinwebinar.com – ID# 267-130-171)

A. Call To Order

Mayor Taylor called the meeting to order at 5:06 p.m.

B. Roll Call

Present: Carlton, Combs, Nash, Mueller, Taylor

Absent: None

Staff: City Manager Starla Jerome-Robinson, Interim City Attorney Cara Silver, City Clerk Judi A. Herren

C. Regular Business

C1. Adopt the transportation master plan ([Staff Report #20-252-CC](#)) ([Presentation](#))

[Web form public comment on Item C1.](#) (Attachment).

Senior Transportation Engineer Kristiann Choy and W-Trans representative Mark Spencer made the presentation (Attachment).

The City Council discussed the web form public comment received from Bridget Roberts and adding Pierce Road as a one-way street with a bike lane to eliminate cut through traffic to Willow Road to the transportation master plan. The City Council received clarification on the list of recommendations and stakeholder participation for regional projects, and the use of travel time and vehicle miles traveled as performance metrics. The City Council directed staff to include language that minimized restrictions to neighborhoods and flyovers not being preferred for the Dumbarton Corridor regional project.

ACTION: Motion and second (Mueller/ Nash), to adopt the transportation master plan with the inclusion of Pierce Road as a one-way street with a bike lane to eliminate cut through traffic to Willow Road and to include additional language for the Dumbarton corridor regional project related to minimizing restrictions to neighborhoods and flyovers not being preferred, passed unanimously.

D. Report from Closed Session

No reportable actions.

E. Presentations and Proclamations

E1. Proclamation: Native American Heritage Month ([Attachment](#))

Mayor Taylor read the proclamation (Attachment).

F. Study Session

- F1. Provide direction on waste rate smoothing options for the next five years (2021-2025) ([Presentation](#))

Sustainability Manager Rebecca Lucky and R3 Consulting representative Garth Schultz made the presentation (Attachment).

The City Council discussed various options related to smoothing waste rate increases over the next five years using fund balance in the solid waste fund. The City Council also discussed the three options presented by staff and alternatives.

The City Council directed staff to explore Option No. 2 and provide information at the upcoming public hearing regarding the total amount of subsidy that would be needed if rates remained the same for the next five years.

G. Commissioner Reports

- G1. 2020-2021 Housing Commission workplan ([Staff Report #20-249-CC](#))

Housing Commission Chair Karen Grove and Commission member Wendy McPherson made the presentation (Attachment).

- Ken Chan spoke in support of the proposed workplan item related to affordable housing.

The City Council received clarification that the Planning Commission is also pursuing the development of accessory dwelling units.

- G2. Environmental Quality Commission quarterly report and recommendations for implementing climate action plan strategies 2, 4, and 6 ([Presentation](#))

Environmental Quality Commission Chair Ryann Price and member Josie Gaillard made the presentation (Attachment).

- Bill Chiang, PG&E representative, commented on the impacts of tree removals to what is below and above the tree.
- Margaret Bruce, San Francisquito Creek Joint Powers Authority Executive Director, commented on sea level rise.

The City Council received clarification on the climate action plan action No. 6 relating to community engagement. The City Council discussed a neighborhood notification program for homeowners planning to use pesticides and gas-powered leaf blowers.

The City Council directed the Environmental Quality Commission (EQC) to add a citywide pesticide use policy to the EQC workplan and for staff to further analyze organizational impacts, deliverables, and clarify roles and responsibilities to implement the EQC's recommendation on climate action plan items Nos. 2, 4, and 6 this fiscal year.

The City Council took a break at 7:45 p.m.

The City Council reconvened at 8:12 p.m.

H. Consent Calendar

H1. Accept the City Council meeting minutes for October 27 and November 6, 2020 ([Attachment](#))

- Peter Edmonds spoke in opposition of his recorded comment in the October 27, 2020 minutes, item F1.

City Clerk Judi Herren provided amendments to the October 27, 2020 minutes.

H2. Amend the agreement with First Response Metering for water meter reading services ([Staff Report #20-250-CC](#))

H3. Receive and file an update on Federal Emergency Management Agency Building Resilient Infrastructure and Communities grant application and authorize the Mayor to sign a project letter of support ([Staff Report #20-251-CC](#))

Assistant Public Works Director Chris Lamm made the presentation ([Attachment](#)).

The City Council requested additional language to be added to the letter of support regarding property protections for neighborhood communities. The City Council received clarification on sea level rise projects, PG&E goals and protections, flood insurance requirements, ponds, and gaps in the projects. The City Council discussed grants assisting utilities, the neighboring communities and benefits of Menlo Park on the grant application. The City Council requested information on costs of Menlo Park applying for a grant solely to complete gaps.

ACTION: Motion and second (Combs/ Mueller), to receive and file an update on Federal Emergency Management Agency Building Resilient Infrastructure and Communities grant application and authorize the Mayor to sign a project letter of support including the additional language for property protections for neighborhood communities, passed unanimously.

H4. Adoption of Resolution No. 6600 extending Resolution No. 6528 establishing a process for notifying the City Council and public of final Planning Commission actions to facilitate City Council review of large or impactful development projects ([Staff Report #20-253-CC](#))

ACTION: Motion and second (Carlton/ Nash), to approve the consent calendar with the exception of item H3. and the inclusion of amendments to item H1., passed unanimously.

I. Informational Items

I1. City Council agenda topics: December 2020 to January 2021 ([Staff Report #20-247-CC](#))

I2. Below market rate housing fund – notice of funding availability ([Staff Report #20-248-CC](#))

J. City Manager's Report

None.

K. City Councilmember Reports

Vice Mayor Combs reported out on Measure T funds used in District 2 to date.

L. Adjournment

Mayor Taylor adjourned the meeting at 9:23 p.m.

Judi A. Herren, City Clerk

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

On March 19, 2020, the Governor ordered a statewide stay-at-home order calling on all individuals living in the State of California to stay at home or at their place of residence to slow the spread of the COVID-19 virus. Additionally, the Governor has temporarily suspended certain requirements of the Brown Act. For the duration of the shelter in place order, the following public meeting protocols will apply.

Teleconference meeting: All members of the City Council, city staff, applicants, and members of the public will be participating by teleconference. To promote social distancing while allowing essential governmental functions to continue, the Governor has temporarily waived portions of the open meetings act and rules pertaining to teleconference meetings. This meeting is conducted in compliance with the Governor Executive Order N-25-20 issued March 12, 2020, and supplemental Executive Order N-29-20 issued March 17, 2020.

- How to participate in the meeting
 - Submit a written comment online:
menlopark.org/publiccommentNovember17*
 - Record a comment or request a call-back when an agenda topic is under consideration:
Dial 650-474-5071*
 - Access the regular meeting real-time online at:
joinwebinar.com – Regular Meeting ID 267-130-171
 - Access the regular meeting real-time via telephone (listen only mode) at:
(415) 930-5321
Regular Meeting ID 319-381-731 (# – no audio pin)
*Written and recorded public comments and call-back requests are accepted up to 1-hour before the meeting start time. Written and recorded messages are provided to the City Council at the appropriate time in their meeting. Recorded messages may be transcribed using a voice-to-text tool.
- Watch special meeting:
 - Cable television subscriber in Menlo Park, East Palo Alto, Atherton, and Palo Alto:
Channel 26
 - Online:
menlopark.org/streaming

Note: City Council closed sessions are not broadcast online or on television and public participation is limited to the beginning of closed session.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, county and local orders, the format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the City's website www.menlopark.org. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.org/agenda).

According to City Council policy, all regular meetings of the City Council are to end by midnight unless there is a super majority vote taken by 11:00 p.m. to extend the meeting and identify the items to be considered after 11:00 p.m.



STAFF REPORT

City Council

Meeting Date:

12/8/2020

Staff Report Number:

20-259-CC

Consent Calendar:

Authorize the city manager to execute a new funding agreement with the Bohannon Development Company for the Chrysler stormwater pump station and adopt Resolution No. 6601 terminating the previous 2017 funding agreement

Recommendation

Staff recommends that the City Council authorize the city manager to execute a new funding agreement (Attachment A) with the Bohannon Development Company (Bohannon) for the mutual exchange of property, provision of easements, and design and construction of geometric exterior cladding and landscape improvements for the new Chrysler stormwater pump station and adopt Resolution No. 6601 (Attachment B) terminating a previous funding agreement authorized in 2017 (Attachment C.)

Policy Issues

The Chrysler stormwater pump station improvements are consistent with the general plan's open space/conservation, noise and safety elements, particularly goal S1, which sets to "Minimize risk to life and damage to the environment and property from natural and human-caused hazards, and assure community emergency preparedness and a high level of public safety services and facilities." The project is also identified as a recommended hazard mitigation action item for Menlo Park in the adopted multijurisdictional San Mateo County hazard mitigation plan.

Background

The Chrysler stormwater pump station is located at 1395 Chrysler Drive (formerly 1221 Chrysler Drive), at the corner of Bayfront Expressway, adjacent to the Menlo Gateway development. It drains 297 surface acres in an area roughly bounded by Marsh Road, Bayfront Expressway, Chilco Street, and the Dumbarton railroad tracks (Attachment D.) Originally built in 1958, the existing pump station protects the area from potential surface flooding that would result from a rainfall event with a 10-year return period (average time between rain events of equal or greater magnitude.) The facility consists of two pumps, a below-ground wet well, and a building that houses the pumps and the electrical room. Stormwater is pumped to a Caltrans-owned ditch on the opposite side of Bayfront Expressway and empties into Flood Slough near the entrance of Bedwell Bayfront Park. Due to its age, however, the facility has reached the end of its useful life.

In 2015, City staff began evaluating options for the replacement of the pump station due to its age, existing pumping capacity, level of flood protection and concerns over impacts to the area associated with sea level rise. The City's consultant, Schaaf & Wheeler, completed an assessment of the existing conditions and an evaluation of options for upgrading the facility. Two options were evaluated by Schaaf & Wheeler: 1) replacement of the pumps and rehabilitation of the existing structure to maintain the existing level of flood protection (10-year storm) and 2) replacement of the building structure and pumps to increase the flood protection to the 100-year event. The City elected to pursue a new facility designed to provide the area with

protection from potential surface flooding due to a rainfall event with 100-year return period. Increasing the level of service from the 10- to 100-year event requires a larger building footprint and three pumps of a larger size. Additionally, the new pump station design includes the ability to discharge flow against rising water levels in San Francisco Bay associated with sea level rise and would sit 24 inches above the Federal Emergency Management Agency (FEMA) designated 100-year base flood elevation, complying with the sea level rise zoning requirements for the area.

In 2016, while the City was in early design, Bohannon indicated a desire to collaborate with the City on the relocation of the Chrysler stormwater pump station and on the aesthetics of the facility's exterior design, due to the pump station's proximity and prominent location relative to the Constitution Drive portion of the Menlo Gateway development. The City determined that it would be mutually beneficial to collaborate with Bohannon on the pump station relocation and exterior design since it would allow the existing pump station to remain operational during the majority of construction on the new pump station, provide increased landscaping along the street, and improve the aesthetics of the site.

On May 2, 2017, City Council authorized the city manager to execute an agreement with Bohannon (Attachment E) that would obligate them to reimburse the City for the increased cost associated with incorporating a geometric design for the pump station exterior, as well as outline the mutual exchange of property, maintenance of exterior walls and landscape, and the provision of easements for construction, ingress/egress and various utilities. The 2017 funding agreement (Attachment C) was executed August 14, 2017.

Also at the May 2, 2017, meeting, City Council approved a budget for the project in the amount of \$6.2 million based on schematic plans, not detailed construction drawings. The approved budget was anticipated to only be sufficient to construct a replacement pump station capable of handling a 10-year rainfall event. The City estimated the cost for the pump station capable of handling a 100-year rainfall event to be \$7.1 million. The City continued design on the 100-year pump station while working to address the approximately \$0.9 million gap in project funding necessary to construct a pump station with increased level of service.

The Planning Commission approved architectural control for the demolition of the existing pump station and construction of the new pump station with geometric concrete walls and exterior metal paneling and issuance of a use permit for hazardous materials to install a new diesel emergency generator January 8, 2018. The Planning Commission staff report is included as Attachment F.

As work progressed on detailed construction drawings for the 100-year pump station, the project cost estimate subsequently increased to \$10.4 million in early 2018. In an effort to address the substantial gap between estimated project cost and available funding, the City pursued alternate funding sources, including federal grant opportunities. In response to several presidentially-declared disasters in California in 2017, staff submitted an application in July 2018 to the FEMA Hazard Mitigation Grant Program (HMGP.) On April 27, 2020, the City was notified that FEMA had approved funding for the project in the amount of \$5 million, the maximum available, allowing design and construction of the project to proceed.

Analysis

The terms of the 2017 funding agreement were negotiated based on a critical factor affecting the project design, notably that the geometric architectural aesthetic desired by Bohannon for the pump station exterior would be achieved by constructing solid angular cast-in-place concrete walls. Thus, numerous sections in the agreement addressed Bohannon's responsibility for reimbursing the City for the cost of constructing the solid angular cast-in-place concrete walls.

Given the complexity of constructing the angular cast-in-place concrete wall, the City obtained an independent review of the project plans that determined that the angular concrete walls would be difficult to construct and could likely lead to inflated construction bids from a limited pool of qualified contractors. Considering the already significant increase in estimated construction costs, staff felt it was necessary to reevaluate the design of the exterior walls to reduce project costs.

In the intervening time period between executing the 2017 funding agreement and securing the additional FEMA project funding, the City and Bohannon continued to collaborate and discuss options for simplifying the project design. The agreed upon solution for modifying the project involves the City designing and constructing a rectilinear building utilizing conventional masonry block walls. The City will be fully responsible for all costs associated with the design, permitting and construction of the standard pump station building. Upon the City’s completion of the standard pump station building, Bohannon will independently design and construct a system of support framing and metal panels around the pump station building. Bohannon will be independently responsible for all costs associated with the design, permitting, and construction of the metal cladding system around the pump station building. The metal cladding system will conform to the original geometric appearance and dimensions approved by the Planning Commission in 2018. In light of the revised approach to construct the building, the City plans to return to the Planning Commission in early 2021 to reaffirm the architectural control approval and obtain a new use permit for the diesel emergency generator.

The new funding agreement is necessary to document the changed circumstances since early 2018, particularly the revised approach to design and construction of the pump station, with each party now independently responsible for the cost and execution of their respective portions. The new funding agreement also addresses the updated project funding sources and project schedule and will continue to outline the mutual exchange of property, maintenance of exterior walls and landscape, and the provision of easements for construction, ingress/egress and various utilities. Collectively, the proposed resolution and new funding agreement would terminate and replace the previous 2017 funding agreement.

Impact on City Resources

Based upon the revised approach to project design and construction, the current estimated cost for construction of the Chrysler Stormwater Pump Station to provide the 100-year level of service is \$9.5 million, not including the exterior cladding for which the City is not responsible. City Council approved funding is shown in Table 1.

Table 1 – Project funding	
Estimated project construction cost	\$9,500,000
Project funding:	
Fiscal year 2016-17 City Council approved funding	\$6,200,000
Fiscal year 2019-20 City Council approved funding	\$5,000,000
Total project funding	\$11,200,000
Note: The \$5 M appropriated in fiscal year 19/20 is reimbursable by FEMA HMGP grant upon completion of the project.	

The project currently has an available fund balance of \$10,772,246. The HMGP will reimburse the City for \$5,000,000 of project expenses for construction of the pump station to provide protection from a 100-year rain event. Any cost savings from construction will be returned to the general capital fund.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

On May 2, 2017, the City Council determined that the Chrysler stormwater pump station project is categorically exempt under Class 2 (Section 15302, "Replacement or Reconstruction") of the current CEQA Guidelines. Additionally, FEMA performed a National Environmental Policy Act review of the project and determined it was categorically excluded under Department of Homeland Security Categorical Exclusion N7 (federal assistance for structure and facility upgrades.)

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. New funding agreement with Bohannon
- B. Resolution No. 6601 to terminate 2017 funding agreement
- C. 2017 funding agreement with Bohannon
- D. Figure – drainage area
- E. Hyperlink – May 2, 2017, City Council staff report: menlopark.org/DocumentCenter/View/14300/G1---Chrysler-PS?bidId=
- F. Hyperlink – January 8, 2018 City Council staff report: menlopark.org/DocumentCenter/View/16379/F5---1221-Chrysler-Drive?bidId

Report prepared by:
Eric Hinkley, Associate Engineer

Report reviewed by:
Chris Lamm, Assistant Public Works Director

FUNDING AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



This Funding Agreement ("**Agreement**") by and between the City of Menlo Park ("**City**") and Bohannon MG2, LLC, a Delaware limited liability company ("**Bohannon**"), each of which is referred to herein individually as "**Party**" and jointly as "**Parties**," is made this ___ day of _____, 2020 ("**Execution Date**").

RECITALS:

WHEREAS, Bohannon has completed the second phase of the Menlo Gateway Project, located at 105-155 Constitution Drive in the City of Menlo Park ("**Property**"), which involves the construction of two eight-story office buildings and two parking structures; and

WHEREAS, the Property is adjacent to the existing City-owned Chrysler Stormwater Pump Station, located at 1395 Chrysler Drive;

WHEREAS, in 2015, the City began evaluating options for the replacement and relocation of the existing pump station due to its age, existing pumping capacity, and level of flood protection;

WHEREAS, in 2016, Bohannon indicated a desire to collaborate with the City on the relocation, design and aesthetics of the new pump station given its proximity to the Property;

WHEREAS, the City determined that it would be mutually beneficial to collaborate with Bohannon regarding the relocation and design of the pump station;

WHEREAS, the City and Bohannon agreed to a one-to-one exchange of property for the construction of the new pump station, as shown in the site plan on Figure 1. The exchange of property allows the existing pump station to remain in operation during the construction of the new pump station, avoiding the need to construct a temporary pump station. The new pump station will be located further back from Chrysler Drive, allowing for more landscaping along the street and improving the aesthetics of the site;

WHEREAS, Bohannon further agreed to provide permanent access and utility easements required for the new driveway (public access easement) and storm drains (public utility easement), and a temporary construction easement during construction of the new pump station for construction activities to be recorded prior to beginning construction of the new pump station;

WHEREAS, on May 2, 2017, the City Council approved a budget for the new pump station and authorized the City Manager to execute an agreement for cost sharing with Bohannon for the new pump station, which has been updated from time to time to include funding from other sources and is reflected in the attached Figure 2;

WHEREAS, on August 14, 2017, the City and Menlo Gateway, LP (predecessor in interest to Bohannon), entered into a funding agreement ("**2017 Funding Agreement**"), whereby the City agreed to provide the

mechanical, electrical, grading and structural design for the pump station, and Bohannon agreed to pay for and develop the design for the exterior walls of the pump station;

WHEREAS, the 2017 Funding Agreement further addressed coordination between the City's engineering consultant, Schaaf & Wheeler, and Bohannon's architectural consultant, Heller Manus, and memorialized the process for the property exchange and grant of easements;

WHEREAS, on January 8, 2018, the City's Planning Commission approved issuance of an architectural control permit ("**2018 Architectural Control Permit**") for the demolition of the existing pump station and the construction of a new pump station with a concrete, geometric exterior designed by Heller Manus, and related utilities and equipment;

WHEREAS, due to changed circumstances since 2018 regarding sources of funding for the new pump station, among other matters, the City and Bohannon now desire to terminate the prior 2017 Funding Agreement and enter into this Agreement whereby: (1) the City agrees to fund the design and construction of the site work, access driveway, and pump station, which will now have a concrete masonry unit ("**CMU**") exterior with water-proof skin, and (2) Bohannon agrees to fund the design and construction of the geometric, metal panel rain screen ("**Rain Screen**") and design and construction of landscaping, as shown on Figure 3, pursuant to the design previously approved in the 2018 Architectural Control Permit, and to commence construction of the Rain Screen following the City's completion of the pump station;

WHEREAS, Bohannon maintains its desire to design the landscaping and exterior aesthetics of the pump station, and will enter into maintenance agreements with the City to maintain the landscaping area and the Rain Screen; and

WHEREAS, to ensure a seamless and coordinated design, Bohannon will make Heller Manus available to Schaaf & Wheeler to continue to coordinate and answer questions related to the architectural design of the pump station.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: SCOPE OF WORK AND REPORTING

1.1 Bohannon shall be responsible at their sole cost and expense for the following Scope of Work (the "**Bohannon Work**"):

- 1.1.1 To the extent necessary to satisfy Planning Division requirements, provide submittals and make presentations to the Planning Commission and City Council, if necessary.
- 1.1.2 Provide timely responses to City consultants or contractors during all project phases, including but not limited to, the design, bidding, and construction process that pertain to the pump station CMU exterior walls, including but not limited to making Heller Manus available to respond to questions from the City's consultants related to a compatible structural support for the Rain Screen.
- 1.1.3 Make Heller Manus available to the City and to Schaaf & Wheeler to coordinate and answer questions related to the architectural design.
- 1.1.4 Obtain the building permit for the Rain Screen and landscaping.
- 1.1.5 Prepare design and development plans and specifications for the general points of connection for the CMU exterior wall and the Rain Screen and provide those to the Public Works Director or designee for review and approval.

- 1.1.6 Prepare landscaping plans for the pump station, which shall be prepared by a licensed landscape architect and submitted as part of the Rain Screen building permit. The landscaping design shall include planting, irrigation, and accent lighting up to the Rain Screen panels, and the pump station electrical panel shall provide the power for the accent lighting. In addition, the extent of landscaping shall be minimal and accommodate access routes to the pump station and the numerous underground storm drain lines. The plans shall be submitted to the City for review and approval prior to installation of the landscaping by Bohannon.
- 1.1.7 Subject to receipt of applicable permits, construct the Rain Screen and the landscaping within two years of building permit sign-off for the CMU pump station. Coordinate Rain Screen construction with City Public Works engineering and operations staff. Provide construction inspection and project management through completion of the Rain Screen. Subsequent to completion of the Rain Screen, complete necessarily deferred items of work, including but not limited to, street address signage, exterior light fixtures, and NFPA placards.
- 1.1.8 Amend the existing Maintenance Agreement entered into on September 6, 2017 for the maintenance of certain improvements by Bohannon pursuant to the Menlo Gateway Project Conditions of Approval to include maintenance of the pump station accent lighting. The amendment shall be executed prior to the completion of the pump station.
- 1.1.9 Enter into a maintenance agreement with the City for the Rain Screen, which shall address, at a minimum, graffiti abatement, exterior finish, and paint. The Rain Screen maintenance agreement shall be executed prior to the completion of the pump station.
- 1.1.10 Reimburse the City for design, permit, and construction costs incurred to relocate/adjust (if necessary) the existing underground PG&E utility box (shown as vault #7 closest to Chrysler Drive on Figure 1), including all associated electrical components, conduits and conductors, as necessary to meet PG&E and the City's requirements, while accommodating the proposed access road to the pump station.
- 1.1.11 Complete all documentation necessary for the lot line adjustment described in Section 2.1 below, and provide copies of such documentation to the City for review and approval, which shall not be unreasonably withheld. Upon approval by the City, Bohannon shall effectuate and complete the recordation of such lot line adjustment with the County of San Mateo.
- 1.2 The City shall be responsible at their sole cost and expense for the following Scope of Work (the "**City Work**"):
 - 1.2.1 Design and construction of the pump station, site preparation, and the access driveway to the pump station, including all architectural, civil (all grading design), mechanical and other equipment, structural elements, foundation, retaining walls, exterior walls, waterproofing, substructure, pipes and other related infrastructure (including relocating the storm drain lines and the existing temporary underground PG&E utility box vault #7, coordinating design, contracts, and any necessary easements with PG&E) except as otherwise provided in Section 1.1.10 above. Pump station design and construction documents shall be made available in Revit format upon the request of Bohannon or Heller Manus. In addition, the City will be responsible for fine grading.
 - 1.2.2 Complete the title search, legal description, plat map, and all other documentation necessary for the easements described in Section 2.2 below, and provide copies of such documentation to Bohannon for review and approval, which shall not be unreasonably withheld. Upon approval by Bohannon, the City shall effectuate and complete the recordation of such easements with the County of San Mateo.

- 1.2.3 Obtain the Use Permit for the pump station generator and PG&E permit for the transformer.
- 1.2.4 Prepare bid plans and specifications, which shall incorporate specifications for the point of connections for the CMU exterior wall and the Rain Screen.
- 1.2.5 Obtain the building permit for the pump station and access driveway.
- 1.2.6 Bid and award the contract in accordance with City standard procedures for public works projects, subject to bids being within the approved budget. The awarded contract shall include appropriate provisions to allow for adjustments during the course of construction.
- 1.2.7 Provide construction inspection and project management through completion of the pump station.
- 1.2.8 Prior to commencement of construction, prepare and provide an annual true up of pump station design and construction cost estimates, as well as sources of funding. Provide copies of the construction schedule for the pump station prior to the commencement of construction, which shall include at a minimum a timeline for design, permitting, and commencement and completion of construction (Figure 4), and promptly provide Bohannon notice of any material changes to the construction costs or schedule that may impact the anticipated completion of the pump station and impact construction of the Rain Screen. The annual true up shall be accompanied by an annual update of the construction schedule.

SECTION 2: PROPERTY EXCHANGE AND EASEMENTS

- 2.1 Prior to construction of the new pump station, the Parties will effectuate a lot line adjustment to exchange equivalently sized parcels as outlined on Figure 1. Bohannon agrees to prepare a deed that will transfer title to the parcel from Bohannon to the City, and prepare a deed to transfer title to the parcel from City to Bohannon, after the City has submitted to Bohannon: (1) the estimated costs to perform the site work and construct the pump station, (2) the plans for a building permit, and (3) documented evidence of the funds necessary to construct the site work and pump station.
- 2.2 Bohannon agrees to provide the City with any necessary easements or licenses, including temporary construction easements or licenses, permanent drainage easements for each of the storm drain lines crossing the Constitution site, and permanent access easements which will allow the City to construct the new access driveway. These permanent easements shall be recorded prior to commencement of construction, after the deeds and lot line adjustment have been recorded. In addition, Bohannon agrees to cooperate with the City in amending easements necessary to reflect changes in the underground water infrastructure resulting from the project, such as easements to connect the street storm drain from the old station to the new Pump Station.
- 2.3 The Parties agree that upon completion of the Rain Screen, the entirety of the structure becomes City property. However, Bohannon shall retain all applicable manufacturer guarantees and product warranties within the scope of the maintenance agreement for the Rain Screen, through the term of said maintenance agreement, to facilitate Bohannon's performance of its obligations thereunder.

SECTION 3: ACCESS TO RECORDS AND RECORD RETENTION

- 3.1 At all reasonable times, Bohannon will permit, upon request, the City to access and use all reports, designs, drawings, plans, specifications, schedules and other materials prepared by Bohannon or any contractor or consultant of Bohannon related to the Rain Screen or Bohannon's obligations under this Agreement. Bohannon will provide copies of any documents and Autocad or Revit drawings described in this Section to the City upon request and the City may use them for

construction of the City Work without further approval from Bohannon or its consultants. Bohannon and the City will retain all records pertaining to their performance under this Agreement for at least three years after completion of the new pump station.

SECTION 4: FUNDING AND PAYMENT

- 4.1 Upon commencement of construction of the project, the City shall provide Bohannon with monthly invoices for the costs incurred by the City during the previous calendar month for its performance of work which is identified as reimbursable in Section 1 above. Each invoice shall itemize and allocate costs consistent with a pre-approved line item breakdown and identify which costs are the responsibility of Bohannon. Within twenty (20) business days of Bohannon's receipt of the invoice, and upon receipt of a lien release from the City, Bohannon shall pay to the City for the costs that are Bohannon's responsibility. If Bohannon disputes the City's allocation of costs to Bohannon, Bohannon may provide the City a notice disputing the correctness of the allocation within ten (10) business days of receiving the monthly invoice. The Parties agree to work together in good faith to resolve any such dispute. If the Parties have not resolved the dispute within twenty (20) business days after Bohannon delivers a dispute notice, then Bohannon may submit the dispute to arbitration in accordance with the commercial rules of the American Arbitration Association for final resolution.
- 4.2 In the event there are unforeseen conditions that occur during the construction of the pump station which require the City to modify the design of the CMU walls, the City will provide notification to Bohannon to reasonably determine if such modifications necessitate changes to the Rain Screen design. Conversely, if Bohannon modifies the Rain Screen design as a result of unforeseen conditions, Bohannon will provide notification to the City to reasonably determine if such modifications necessitate changes to the CMU wall design. If the changed conditions are attributable to the City's scope of work, the City will be fully responsible for any cost increases associated with such changed conditions; and if the changed conditions are attributable to Bohannon's scope of work, then Bohannon will be fully responsible for the cost increases associated with such changed conditions.

SECTION 5: TERM

- 5.1 The term of this Agreement will commence on the Execution Date and conclude upon the completion of all work required by Bohannon as defined in Section 1.1 of this Agreement (the "**Term**"). Any request by Bohannon to extend the time to perform its obligations under this Agreement shall be subject to City's approval, which shall not be unreasonably withheld, conditioned or delayed.
- 5.2 If within three (3) years after the Execution Date, the City either: (1) fails to provide documented evidence of the funds necessary to perform the site work and construct the pump station (including grants from third party agencies) or (2) fails to commence construction, Bohannon shall have the right to immediately terminate this Agreement. In addition, throughout the term of this Agreement, the City shall provide the annual true up and construction schedule update required by Section 1.2.8 of this Agreement, and if the City fails to do so, Bohannon shall have the right to immediately terminate this Agreement.

SECTION 6: INDEMNIFICATION

- 6.1 Bohannon agrees, while engaged in the Bohannon Work provided for in this Agreement, to place and maintain suitable safeguards sufficient to prevent injury to any persons and to indemnify, defend and save harmless the City, its officers, representatives, and employees from and against any and all

claims for loss, injury or damage resulting from the prosecution of said work except to the extent any claim arises out of the negligence or willful misconduct of the City.

- 6.2 City agrees, while engaged in the City Work provided for in this Agreement, to place and maintain suitable safeguards sufficient to prevent injury to any persons and to indemnify, defend and save harmless Bohannon, its officers, representatives, and employees from and against any and all claims for loss, injury or damage resulting from the prosecution of said work except to the extent any claim arises out of the negligence or willful misconduct of Bohannon.

SECTION 7: MISCELLANEOUS

- 7.1 Notices. All notices required or permitted to be given under this Agreement must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier to the appropriate address indicated below or at such other place(s) that either Party may designate in written notice to the other. Notices are deemed received upon delivery if personally served, one day after mailing if delivered via overnight courier, or two days after mailing if mailed as provided above.

To Bohannon: Bohannon MG2, LLC
 Attn: Robert Webster
 Sixty 31st Avenue
 San Mateo, California 94403-3404

To the City: City of Menlo Park,
 Attn: Public Works Director
 701 Laurel Street
 Menlo Park, California 94025-3409

Cc: City of Menlo Park
 Attn: City Attorney
 1100 Alma Street, Suite 210
 Menlo Park, California 94025

- 7.2 No Waiver. No waiver of any default or breach of any covenant of this Agreement by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
- 7.3 Assignment. The Parties are prohibited from assigning, transferring or otherwise substituting their interests or obligations under this Agreement without the written consent of all other Parties, provided however, Bohannon shall have the right to assign this Agreement to an affiliated entity of Bohannon that is the owner of the Property without the prior approval or consent of the City.
- 7.4 Governing Law. This Agreement is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
- 7.5 Compliance with Laws. In performance of this Agreement, the Parties must comply with all applicable Federal, State and local laws, regulations and ordinances.
- 7.6 Modifications. This Agreement may only be modified in a writing executed by both Parties.

- 7.7 Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this Agreement, the prevailing Party in said proceedings shall be entitled to its costs, including reasonable attorneys' fees.
- 7.8 Relationship of the Parties. It is understood that this Agreement does not create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
- 7.9 Ownership of Work. All reports, designs, drawings (including Autocad or Revit files), plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for, in the process of being assembled or prepared by or for, or furnished to Bohannon under this Agreement related to the Bohannon Work are the property of the City. The City may use all reports, designs, drawings (including Autocad or Revit files), plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for under this agreement with Bohannon to construct the work. The Parties are entitled to copies and access to these materials during the progress of the work and upon completion or termination of the work or this Agreement. Bohannon may retain a copy of all material produced under this Agreement for its use in its general activities.
- 7.10 Warranty of Authority to Execute Agreement. Each Party to this Agreement represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.
- 7.11 Severability. If any portion of this Agreement, or the application thereof is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.
- 7.12 Counterparts. This Agreement may be executed in counterparts.
- 7.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the parties on the same subject.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

Bohannon MG2, LLC
a Delaware limited liability company

By: Menlo Gateway, LP,
A California limited partnership,
Its sole member

By: Bohannon Development Company
a California corporation, its General Partner

By: _____
Name: Robert L. Webster
Title: President and CEO

CITY OF MENLO PARK, a municipal corporation

APPROVED AS TO FORM:

Cara E. Silver, Interim City Attorney

Date

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date

Attachments: Figure 1 Site Plan

Figure 2 City Project Budget and Proof of Funds

Figure 3 Building Schematic

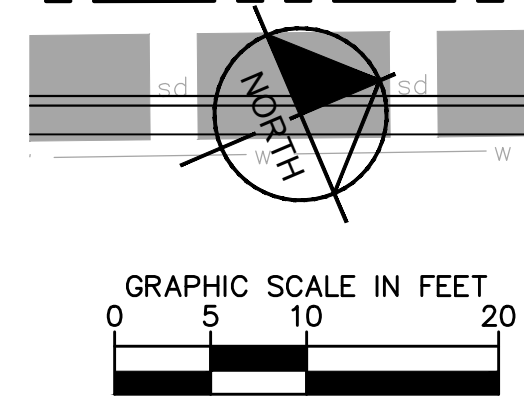
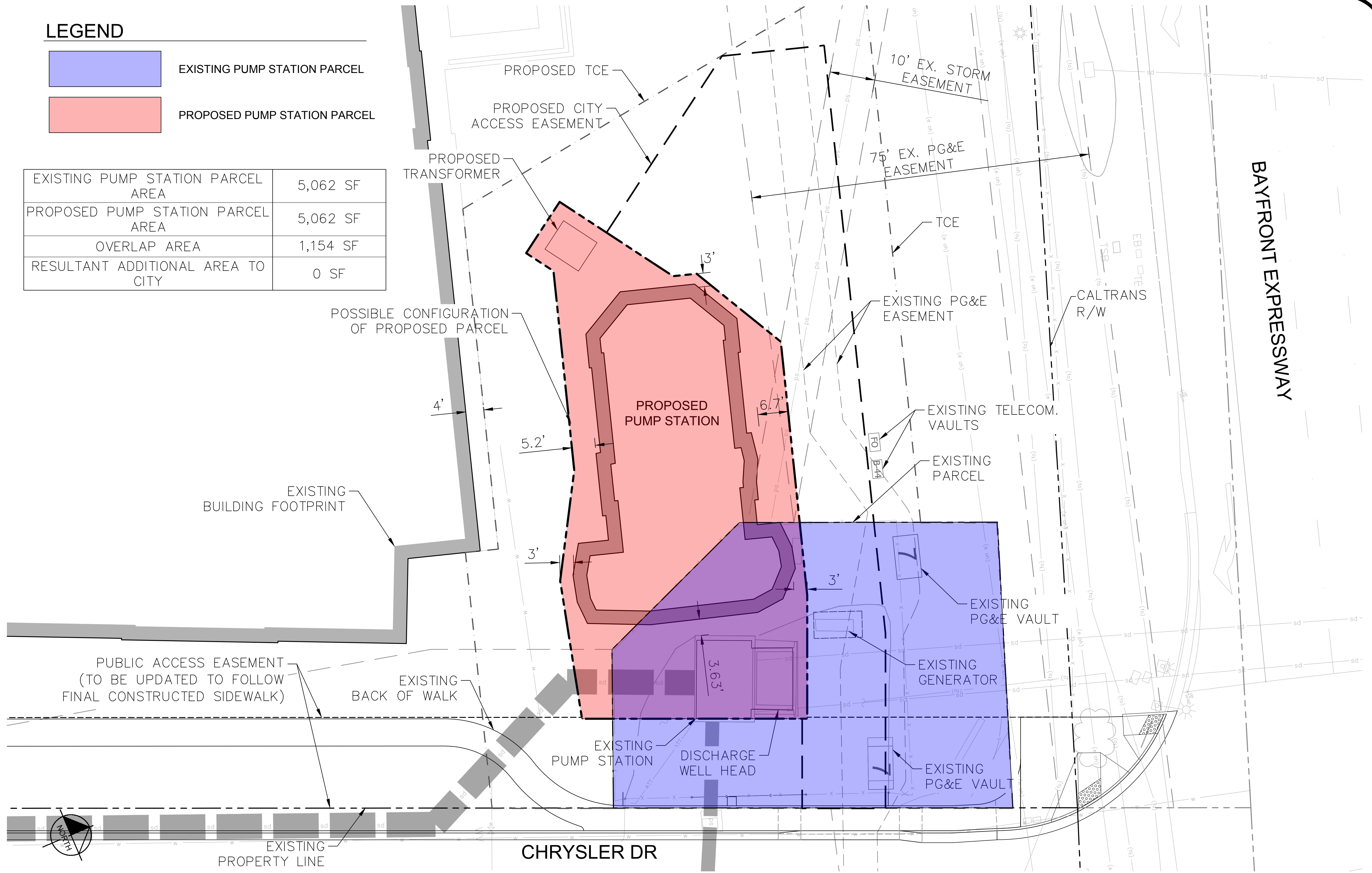
Figure 4 Construction Schedule

**FIGURE 1
(Site Plan)**

LEGEND

- EXISTING PUMP STATION PARCEL
- PROPOSED PUMP STATION PARCEL

EXISTING PUMP STATION PARCEL AREA	5,062 SF
PROPOSED PUMP STATION PARCEL AREA	5,062 SF
OVERLAP AREA	1,154 SF
RESULTANT ADDITIONAL AREA TO CITY	0 SF



PUMP STATION EXHIBIT

FIGURE 2
(City Project Budget and Proof of Funds)

CHRYSLER PUMP STATION IMPROVEMENTS

This project involves the design and construction of a new Chrysler Stormwater Pump Station. The existing facility was originally built in 1958 has reached the end of its useful life. The improved facility will provide flood protection to sections of the Bayfront area, which include the Menlo Gateway buildings and a part of the Facebook West Campus site. The City is anticipating the award of a grant which would reimburse the City for the \$5M listed as General Capital Fund.



FUNDING SOURCE	Projected Carryover	2019-20 NEW FUNDS	2020-24 Future Funding Need	TOTAL NEW AND FUTURE FUNDS REQUIRED
General Capital Fund	5,723,058	5,000,000	-	\$5,000,000
Highway Users Tax Fund	200,000	-	-	-
Subtotal	5,923,058	5,000,000	-	\$5,000,000

Allocated project funds

- Fiscal Year 2016/2017 - Highway Users Tax Fund - \$200,000
- Fiscal Year 2016/2017 - General Capital Fund - \$5,723,058
- Fiscal Year 2019/2020 - General Capital Fund - \$5,000,000

Total allocated project funds - **\$10,923,058**

Funds expended - **\$306,371**

Current available fund balance (as of August 25, 2020)

• **\$10,616,687**

Engineer's opinion of probable construction costs (as of September 11, 2020)

• **\$9,454,996**

**ESTIMATED COST OF CHRYSLER PUMP STATION REHABILITATION
90% PS&E w/ REVISED STORM DRAIN INFLOW STRUCTURE**

9/11/2020

Bid Item	Description	Costs	Notes
1	Mobilization/Demobilization	\$747,431	10% of all other bid items
2	Traffic Control	\$25,000	
3	Pollution Prevention and Erosion Control	\$30,000	
4	Sheeting, Shoring and Bracing	\$955,158	
	Sheet Pile Shoring and Bracing	\$938,000	
	Dewatering	\$17,158	
5	Underground Structures and Appurtenances	\$3,441,603	
	Excavation	\$745,402	
	Crushed rock foundation	\$24,828	
	Wet Well Structure	\$1,403,779	
	Discharge Structure	\$208,704	
	Generator and Electrical Room Floor	\$128,424	
	Trash Rack	\$175,260	
	Ladders and Walkways	\$85,127	
	Grating	\$206,375	
	Bypass Flapgates	\$33,000	
	Below Grade Structures	\$344,988	
	Backfill and Compaction	\$65,716	
	Bypass Pumping	\$20,000	
6	Pump Room and Electrical Rooms Building Shell	\$160,947	Allowance for CMU Building w/ Gang Truss Roof
7	Building Appurtenances	\$257,426	
	Roof Access Hatches	\$65,000	
	Ladders and Stairs	\$30,000	
	Louvers	\$70,000	
	Doors	\$0	Included in CMU Building Allowance
	Acoustic Treatment	\$30,000	
	Roofing	\$25,000	
	Grating and Support	\$1,926	
	Plumbing	\$20,500	
	Fire Sprinklers	\$15,000	
8	Axial Flow Pumps, Motors and Discharge Fittings	\$674,400	
	Axial Flow Pumps	\$300,000	
	Electric Motors	\$150,000	
	Installation	\$150,000	
	Discharge Fittings	\$74,400	
9	Submersible Pump and Discharge Piping	\$147,200	
	Submersible Pump	\$100,000	
	Discharge Pipe and Fittings	\$11,200	
	Underground Force Main	\$36,000	
10	Electrical Work	\$1,484,100	
	Main Switchboard/MCC	\$820,000	
	Standby Generator	\$560,000	
	Fuel Port and Piping	\$20,000	
	Conduits and Boxes	\$34,100	
	Transformer Pad	\$50,000	
11	Site Improvements	\$298,471	
	SD Pipe, Junction Boxes and MHs	\$147,300	
	Water and Fire Service from Street	\$69,040	
	Landscaping and Irrigation	\$30,000	
	Slabs on Grade	\$1,749	
	Finish Grading and Site Restoration	\$20,000	
	AC Driveway	\$30,383	
	Subtotal Construction Costs	\$8,221,736	
	Admin/CM/Contingency	\$1,233,260	15%
	Total	\$9,454,996	

This estimate of construction cost is a professional opinion, based upon the engineer's experience with the design and construction of similar projects. It is prepared only as a guide, and is based upon incomplete information. The estimate is subject to change. Schaaf & Wheeler makes no warranty, whether expressed or implied, that the actual costs will not vary from these estimated costs, and assumes no liability for such variances. This estimate specifically excludes any costs associated with designing for, handling and disposal of hazardous wastes and contaminated materials. Costs associated with land, right-of-way, or easement purchase are not included in this estimate.

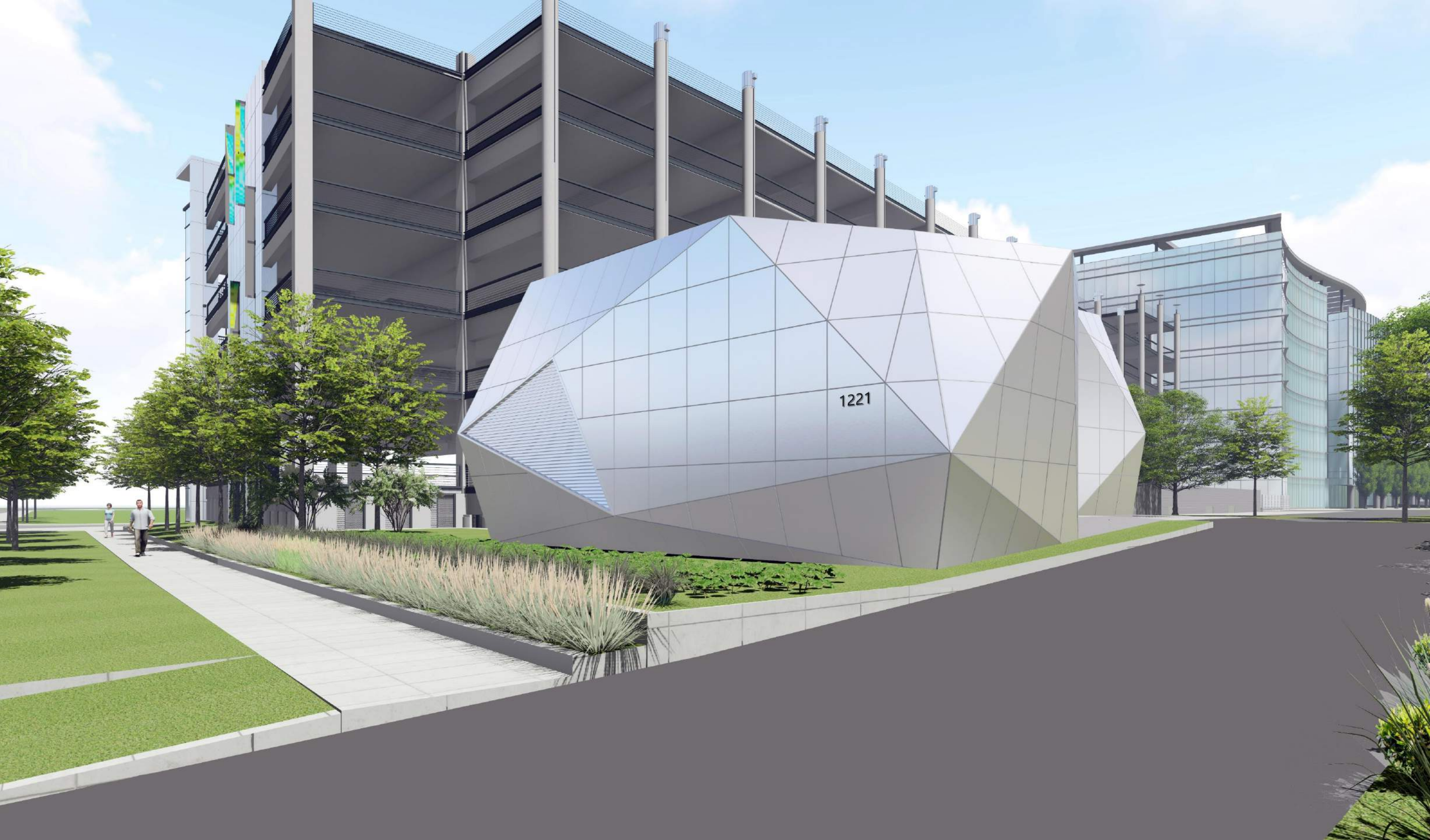
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90% PS&E w/ REVISED STORM DRAIN INFLOW STRUCTURE**

9/11/2020

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FIGURE 3
(Building Schematic)



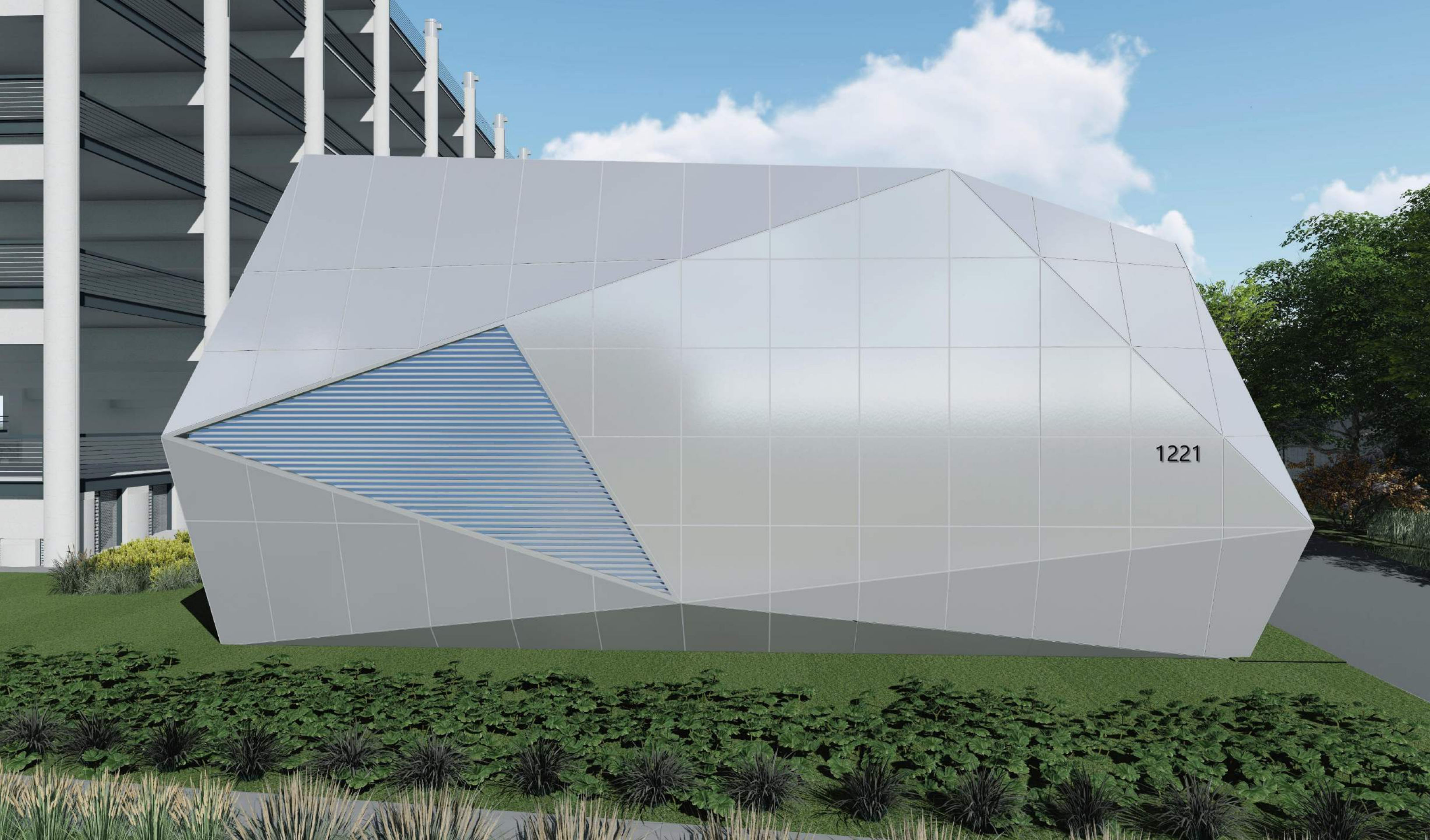
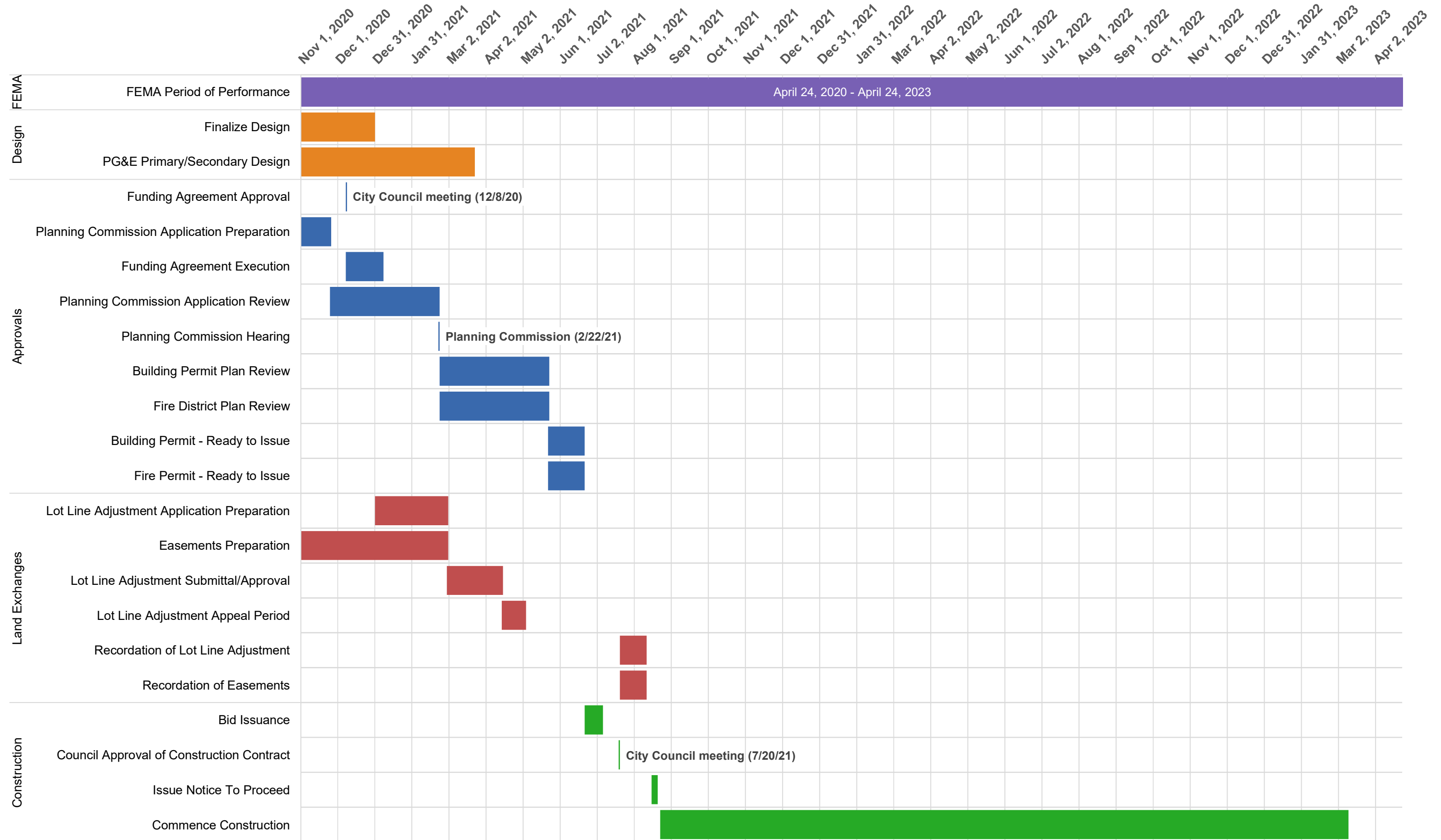




FIGURE 4
(Construction Schedule)

PROJECT TIMELINE



RESOLUTION NO. 6601**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
TERMINATING THE 2017 FUNDING AGREEMENT WITH BOHANNON
DEVELOPMENT COMPANY RELATED TO THE CHRYSLER PUMP STATION
AND ENTERING INTO A NEW FUNDING AGREEMENT**

WHEREAS, Bohannon has completed the second phase of the Menlo Gateway Project, located at 105-155 Constitution Drive (Property) in the City of Menlo Park, which involves the construction of two eight-story office buildings and two parking structures; and

WHEREAS, the Property is adjacent to the existing City-owned Chrysler Stormwater Pump Station, located at 1395 Chrysler Drive; and

WHEREAS, in 2015, the City began evaluating options for the replacement and relocation of the existing pump station due to its age, existing pumping capacity, and level of flood protection; and

WHEREAS, in 2016, Bohannon indicated a desire to collaborate with the City on the relocation, design and aesthetics of the new pump station given its proximity to the Property; and

WHEREAS, the City determined that it would be mutually beneficial to collaborate with Bohannon regarding the relocation and design of the pump station; and

WHEREAS, the City and Bohannon agreed to a one-to-one exchange of property for the construction of the new pump station; and

WHEREAS, Bohannon further agreed to provide temporary construction, permanent access and utility easements required for the construction of the new pump station; and

WHEREAS, on May 2, 2017, the City Council approved a budget for the new pump station, which has been updated from time to time, and authorized the City Manager to execute an agreement for cost sharing with Bohannon for the new pump station; and

WHEREAS, on August 14, 2017, the City and Bohannon entered into a funding agreement (2017 Funding Agreement), whereby the City agreed to provide the mechanical, electrical, grading and structural design for the pump station, and Bohannon agreed to pay for and develop the design for the exterior walls of the pump station; and

WHEREAS, the 2017 Funding Agreement further addressed coordination between the City and Bohannon related to design, and memorialized the process for the property exchange and grant of easements; and

WHEREAS, on January 8, 2018, the City's Planning Commission approved architectural control for the demolition of the existing pump station and the construction of a new pump station with a concrete, geometric exterior and issuance of a use permit for a new diesel emergency generator; and

WHEREAS, due to changed circumstances since 2018 regarding the design and sources of funding for the new pump station, the City and Bohannon now desire to terminate the prior 2017 Funding Agreement and enter into a new funding agreement.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Menlo Park that the 2017 Funding Agreement between the City of Menlo Park and Bohannon is terminated and shall be replaced by a new mutually agreed and executed funding agreement.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the eight day of December 2020, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this eight day of December 2020.

Judi A. Herren, City Clerk

FUNDING AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



2161

This Funding Agreement ("**Agreement**") is made this 4th day of August, 2017 ("**Execution Date**") by and between the City of Menlo Park ("**City**") and Menlo Gateway, LP, a California limited partnership ("**Bohannon**"), each of which is referred to herein individually as "**Party**" and jointly as "**Parties**."

RECITALS:

WHEREAS, the City received an application from Bohannon to redevelop the properties located at 101-155 Constitution Drive ("**Property**") by demolishing the existing buildings and developing the Property with two eight-story office buildings and two parking structures (the "**Development**"); and

WHEREAS, the Property is adjacent to the existing City-owned Chrysler Stormwater Pump Station, located at 1221 Chrysler Drive;

WHEREAS, the City has budgeted \$6.2 million for the upgrade of the pump station. City staff and the City's consultant, Schaaf & Wheeler, have commenced design of the new Chrysler Stormwater Pump Station.

WHEREAS, in May 2016, Bohannon indicated a desire to influence the location and aesthetics of the new pump station building, given its proximity to the Development;

WHEREAS, the City has determined that it would be mutually beneficial to collaborate with Bohannon regarding the location and design of the pump station;

WHEREAS, Bohannon agrees to a one-to-one exchange of property as shown on Figure 1 for the construction of the new pump station. The exchange of property allows the existing pump station to remain in operation during the construction of the new pump station, avoiding the need to construct a temporary pump station. The new location also pushes the pump station further back from Chrysler Drive, allowing for more landscaping along the street and improving the aesthetics of the site.

WHEREAS, Bohannon has agreed to provide permanent and temporary easements required for the new driveway, storm drain lines, and construction activities.

WHEREAS, Bohannon will be responsible for obtaining the Architectural Control permit for the pump station. The City will obtain the Use Permit for the pump station generator and the Building Permit for the pump station, with input from the Bohannon team as required.

WHEREAS, the Planning submittal is anticipated to occur in June 2017, with Planning approval anticipated in July 2017. The building permit submittal is anticipated to be made in November 2017, with Building permit approval anticipated by January 2018 for bidding of the project in February 2018. Construction is expected to begin in May 2018.

WHEREAS, on May 2, 2017, the City Council approved a budget for the new pump station and authorized the City Manager to execute an agreement for cost sharing with Bohannon for the new pump station.

WHEREAS, Bohannon has agreed to pay for and provide the architectural and structural design for the building exterior walls. The City will provide the mechanical, electrical, grading and structural design for the pump station. The conceptual plan of the building exterior is shown on Figure 2.

WHEREAS, to ensure a seamless and coordinated design, Bohannon's architectural consultant, Heller Manus, will serve as a subconsultant to Schaaf & Wheeler.

WHEREAS, Bohannon has agreed to design the landscaping on the pump station site and will enter into maintenance agreements with the City to maintain both the landscaping and the pump station exterior walls.

WHEREAS, Bohannon shall have the right to opt out of the financial obligation to pay for the cost of constructing the exterior walls as set forth below.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: SCOPE OF WORK AND REPORTING

1.1 Bohannon shall be responsible for the following Scope of Work:

- 1.1.1 Obtain Architectural Control permit for the pump station, which includes the application fee, submittals to the Planning Division, and presentations to the Planning Commission and City Council, if necessary.
- 1.1.2 Preparation of architectural and structural design plans for the pump station building exterior walls. Bohannon will establish a contract with Schaaf & Wheeler to pay Heller Manus's fees, as well as reasonable costs incurred by Schaaf & Wheeler for any additional work associated with the design of the pump station exterior walls.
- 1.1.3 Preparation of specifications for the pump station exterior walls that are coordinated with the overall pump station specifications.
- 1.1.4 Provide a cost estimate for the pump station exterior walls at the 60% design level to the City, at which time a decision shall be made to proceed or not with the proposed design of the exterior walls.
- 1.1.5 Respond to building permit questions that relate to the pump station exterior walls during the building permit process.
- 1.1.6 Provide responses to City consultants or contractors during the bidding process that pertain to the pump station exterior walls.
- 1.1.7 Pay for the cost of construction and any change orders issued that are related to the exterior walls of the pump station.
- 1.1.8 Provide construction administration services or any professional service and/or other contracts as necessary, such as review of submittals, inspection, special testing, and preparation of punch list items that expressly pertain to the pump station exterior walls.
- 1.1.9 Provide landscaping plans for the pump station, which shall be prepared by a licensed landscape architect. The landscaping design shall include the fine grading up to the building walls. In addition, the extent of landscaping shall be minimal and accommodate access routes to the pump station and the numerous underground storm drain lines. The plans shall be submitted to the City for review and approval prior to installation of the landscaping by the City.

- 1.1.10 Enter into a separate agreement with the City for the maintenance of the landscaping area. The landscape maintenance agreement shall be executed prior to the completion of the pump station.
- 1.1.11 Enter into a maintenance agreement with the City for the pump station building exterior walls, which shall address, at a minimum, graffiti abatement, exterior finish, and paint. The pump station maintenance agreement shall be executed prior to the completion of the pump station.
- 1.1.12 Pay the cost of and relocate/adjust the existing temporary underground PG&E utility box (vault #7, as shown on Figure 1) as necessary to meet PG&E and the City's requirements, while accommodating the proposed access road to the pump station. The placement of the utility box may require the design and construction of a retaining wall along the pump station access road, which shall be paid by Bohannon.

1.2 The City shall be responsible for the following Scope of Work:

- 1.2.1 Design and construction of the pump station, including electrical, mechanical and other equipment, foundation, retaining walls, substructure, and pipes and related infrastructure (including relocating the storm drain lines). In addition, the City will be responsible for fine grading according to the landscaping plans prepared by Bohannon.
- 1.2.2 Obtain the Use Permit for the pump station generator and PG&E permit for the transformer.
- 1.2.3 Prepare bid plans and specifications and incorporate specifications for the exterior wall (provided by Bohannon) into the pump station specifications.
- 1.2.4 Prepare an itemized bid form which will be utilized for the 60% cost estimate.
- 1.2.5 Prepare a 60% cost estimate, not including the estimate for the exterior walls, which will be provided by Bohannon.
- 1.2.6 Obtain building permit for the pump station and pay all building permit fees.
- 1.2.7 Bid and award the contract in accordance with City standard procedures for public works projects, subject to bids being within approved budget.
- 1.2.8 Provide construction inspection and project management until completion of the pump station.

SECTION 2: PROPERTY EXCHANGE AND EASEMENTS

- 2.1 The Parties will effectuate a lot line adjustment to exchange equivalently sized parcels as outlined on Figure 1. Bohannon agrees to prepare a deed that will transfer title of property from Bohannon to the City, and prepare a deed to transfer title of property from City to Bohannon. The deeds and lot line adjustment shall be recorded by March 1, 2018.
- 2.2 Bohannon agrees to provide the City with necessary easements, including temporary construction easements, permanent drainage easements for each of the storm drain lines crossing the Constitution site, and permanent ingress/egress easements which will allow the City to construct the pump station. These easements shall be recorded prior to commencement of construction, after

the deeds and lot line adjustment have been recorded.

- 2.3 Bohannon agrees to make good faith efforts to procure a demolition permit and commence demolition of 155 Constitution Drive by February 28, 2018. The time for performance of this obligation shall be extended, where delays or failures to perform are due to circumstances or factors beyond the reasonable control, or without the fault, of Bohannon. If a delay occurs, Bohannon shall use reasonable efforts to promptly notify the City of the delay. The time period for performance under this Agreement may also be extended in writing by the joint agreement of the City and Bohannon.

SECTION 3: ACCESS TO RECORDS AND RECORD RETENTION

At all reasonable times, Bohannon will permit, upon request, the City to access and use all reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the work by Bohannon or any contractor or consultant of Bohannon. Bohannon will provide copies of any documents and Autocad drawings described in this Section to the City upon request and the City may use them for construction of the work without further approval from Bohannon or its consultants. Bohannon and the City will retain all records pertaining to the work for at least three years after completion of the Work.

SECTION 4: FUNDING AND PAYMENT

- 4.1 Bohannon agrees to pay the City for the actual cost of the design and construction of the exterior wall to the pump station, excluding overhead, profit, and general conditions. Upon commencement of construction of the project, the City shall provide Bohannon with monthly invoices for the costs incurred by the City during the previous calendar month for its performance of the pump station exterior walls. Each invoice shall itemize and allocate costs consistent with the pre-approved line item breakdown, and identify which costs are the responsibility of Bohannon. Within fifteen (15) days of Bohannon's receipt of the Invoice, Bohannon shall pay to the City Bohannon's Reimbursement. If Bohannon disputes the City's allocation of costs to Bohannon, Bohannon may provide the City a notice disputing the correctness of the allocation within 10 days of receiving the monthly invoice. The Parties further agree to work together in good faith to informally resolve any such dispute. If the dispute has not been settled by agreement within 30 days after Bohannon delivers a dispute notice, then Bohannon may submit the dispute to arbitration in accordance with the commercial rules of the American Arbitration Association for final resolution.
- 4.2 In the event there are unforeseen conditions that occur during the construction of the project, the City will reasonably determine whose cost they are attributed to depending on which line items are affected, as follows: (i) if the unforeseen conditions occur in or are attributable to the pump station exterior walls, Bohannon will be fully responsible for any cost increases associated with such unforeseen conditions; and (ii) if the unforeseen conditions occur in or are attributable to the City's scope of work, then the City will be fully responsible for the cost increases associated with such unforeseen conditions.

SECTION 5: TERM

- 5.1 The term of this Agreement will commence on the Execution Date and conclude upon Bohannon's final payment to the City upon the successful completion of the project (the "Term"), and completion of all work required by Bohannon as defined in the Scope of Work.
- 5.2 At the 60% design development drawings, the City shall prepare an itemized cost estimate for the pump station and include Bohannon's estimate for the exterior walls. All line items associated with the building exterior walls will be paid by Bohannon. All other items, including overhead, profit, and general conditions, will be paid by the City.
- 5.3 Bohannon will have a maximum of 15 days from the date of the 60% estimate to opt out of the financial cost of funding the exterior walls if the estimated cost exceeds \$500,000 (not including contingency). If the estimated cost is below \$500,000 (not including contingency) Bohannon shall be obligated to fulfill the terms of this agreement. Bohannon may opt out by notifying the City in writing.
- 5.4 If the estimated cost of exterior walls exceeds \$500,000 (not including contingency) and Bohannon notifies the City in writing that they are opting out of the financial funding of the exterior walls, Bohannon agrees to pay the City all extra costs to modify the plans and obtain Planning Commission approval for an exterior design similar in quality to the Sharon Heights Water Pump Station
- 5.5 The opting out of the financial funding of the exterior walls does not alter the requirements of Sections 1.1.9, 1.1.10, 1.1.12, 2.1 or 2.2 of this Agreement pertaining to the exchange of property, providing of easements, and design and maintenance of the landscaping.
- 5.6 If the cost of the City portion of the Pump Station exceeds \$6.2 Million the City may elect not to award the contract and may modify the design to meet the approved budget, in which case this Agreement shall terminate.

SECTION 6: INDEMNIFICATION AND INSURANCE

- 6.1 Bohannon agrees, while engaged in the work provided for in this Agreement, to place and maintain suitable safeguards sufficient to prevent injury to any persons and to indemnify, defend and save harmless the City, its officers, representatives, and employees from and against any and all claims for loss, injury or damage resulting from the prosecution of said work except to the extent any claim arises out of the negligence or willful misconduct of the City.
- 6.2 City agrees, while engaged in the work provided for in this Agreement, to place and maintain suitable safeguards sufficient to prevent injury to any persons and to indemnify, defend and save harmless Bohannon, its officers, representatives, and employees from and against any and all claims for loss, injury or damage resulting from the prosecution of said work except to the extent any claim arises out of the negligence or willful misconduct of Bohannon.

SECTION 7: MISCELLANEOUS

- 7.1 **Notices.** All notices required or permitted to be given under this Agreement must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier to the appropriate address indicated below or at such other place(s) that either Party may designate in written notice to the other. Notices are deemed received upon delivery if personally served, one day after mailing if delivered via overnight courier, or two days after mailing if mailed as provided above.

To Bohannon: Menlo Gateway, LP
 Attn: Robert Webster
 Sixty 31st Avenue
 San Mateo, California 94403-3404

To the City: City of Menlo Park,
 Attn: Public Works Director
 701 Laurel Street
 Menlo Park, California 94025-3409

Cc: City of Menlo Park
 Attn: City Attorney
 1100 Alma Street, Suite 210
 Menlo Park, California 94025

- 7.2 **No Waiver.** No waiver of any default or breach of any covenant of this Agreement by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
- 7.3 **Assignment.** The Parties are prohibited from assigning, transferring or otherwise substituting their interests or obligations under this Agreement without the written consent of all other Parties, provided however, Bohannon shall have the right to assign this Agreement to an affiliated entity of Bohannon that is the owner of the Property without the prior approval or consent of the City.
- 7.4 **Governing Law.** This Agreement is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
- 7.5 **Compliance with Laws.** In performance of this Agreement, the Parties must comply with all applicable Federal, State and local laws, regulations and ordinances.
- 7.6 **Modifications.** This Agreement may only be modified in a writing executed by both Parties.
- 7.7 **Attorneys' Fees.** In the event legal proceedings are instituted to enforce any provision of this Agreement, the prevailing Party in said proceedings shall be entitled to its costs, including reasonable attorneys' fees.
- 7.8 **Relationship of the Parties.** It is understood that this Agreement does not create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
- 7.9 **Ownership of Work.** All reports, designs, drawings (including Autocad files), plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for, in the process of being assembled or prepared by or for, or furnished to Bohannon under this Agreement are the property of the City. The City may use all reports, designs, drawings (including Autocad files), plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for under this agreement with Bohannon to construct the work. The Parties are entitled to copies and access to these materials during the progress of the work and upon completion or termination of the work or this Agreement. Bohannon may retain a copy of all material produced under this Agreement for its use in its general activities.
- 7.10 **Warranty of Authority to Execute Agreement.** Each Party to this Agreement represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute

this Agreement on behalf of the entity that is a Party to this Agreement.

7.11 Severability. If any portion of this Agreement, or the application thereof is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.

7.12 Counterparts. This Agreement may be executed in counterparts.


7.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the parties on the same subject.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.


MENLO GATEWAY, LP
a California limited partnership

By: Bohannon Development Company, a California corporation, its General Partner

By: 
Name: Robert L. Webster
Title: President and CEO

CITY OF MENLO PARK, a municipal corporation

APPROVED AS TO FORM:


William L. McClure, City Attorney

8/8/17
Date

CITY OF MENLO PARK:


Signature

8/10/17
Date

Alex D. McIntyre
Name

City Manager
Title

ATTEST:

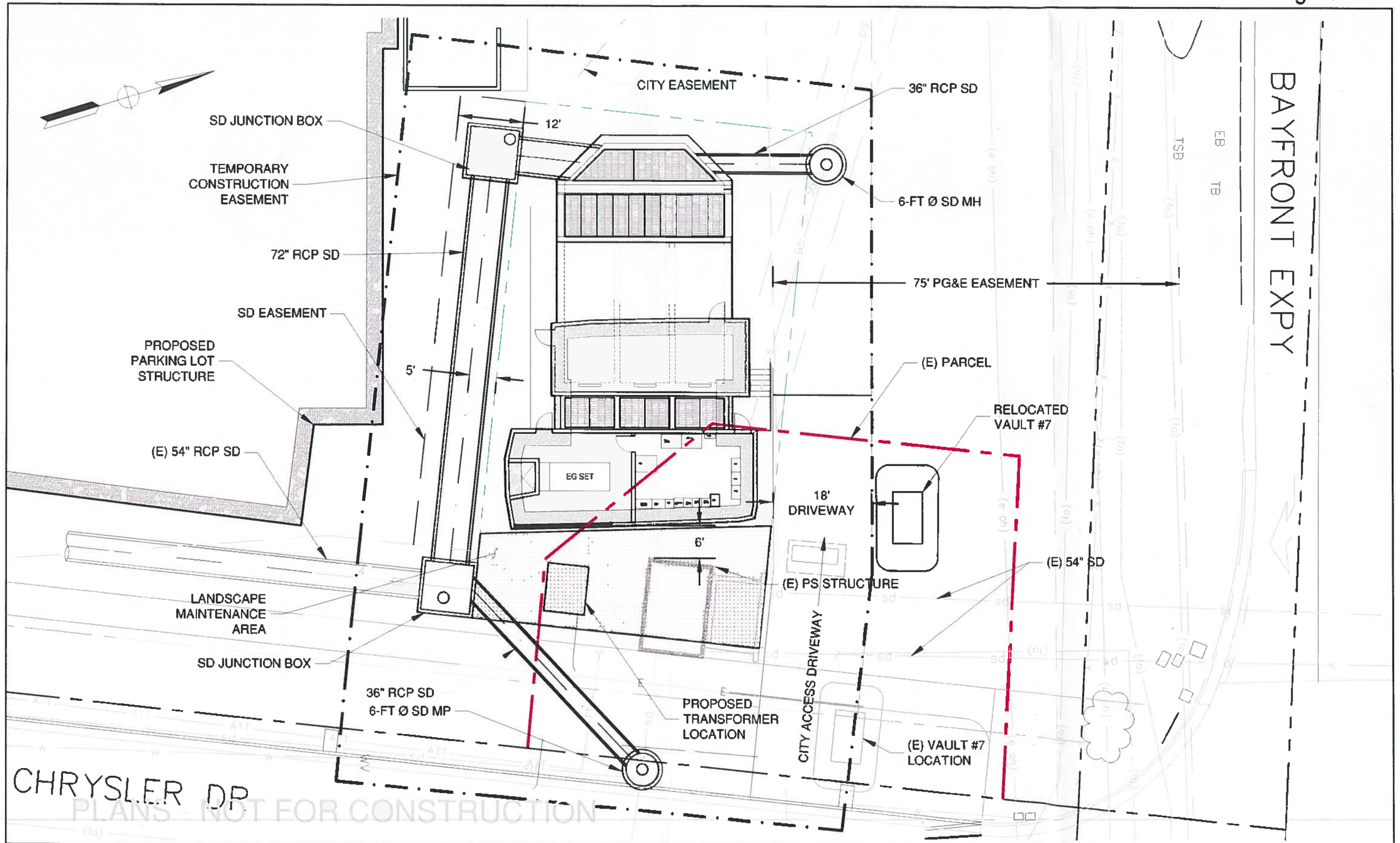
 , DEPUTY
City Clerk, City of Menlo Park Date

8/11/17

Attachments: Figure 1 Site Plan
Figure 2 Building Schematic

**FIGURE 1
(Site Plan)**

Figure 1



DATE: _____	APPROVED: _____	<table border="1"> <tr><td>NO.</td><td>BY</td><td>DATE</td><td>REVISIONS</td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>	NO.	BY	DATE	REVISIONS																					<p align="center">CITY OF MENLO PARK ENGINEERING DIVISION</p> <p>701 LAUREL STREET, MENLO PARK, CA 94025-3483 PHONE (650) 330-6740 FAX (650) 327-5497</p>	<p align="center">REVISED CHRYSLER LAYOUT</p> <p align="center">Schaaf Wheeler</p>	SHEET _____
NO.	BY		DATE	REVISIONS																									
SCALE: _____	AZALEA MITCH, P.E., CITY ENGINEER CITY OF MENLO PARK	OF _____ SHEET(S)																											
DRAWN BY: _____		PROJ. NAME _____																											
DRAWING NAME: _____																													
DESIGNED BY: _____																													
CHECKED BY: _____																													
SURVEYED BY: _____	DATE: _____																												

FIGURE 2
(Building Schematic)

Figure 2



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March 6, 2017
 SCALE: 1"=8'-0"
 0 8' 16'

MENLO GATEWAY

VIEW 2

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March 6, 2017
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0 8' 16'

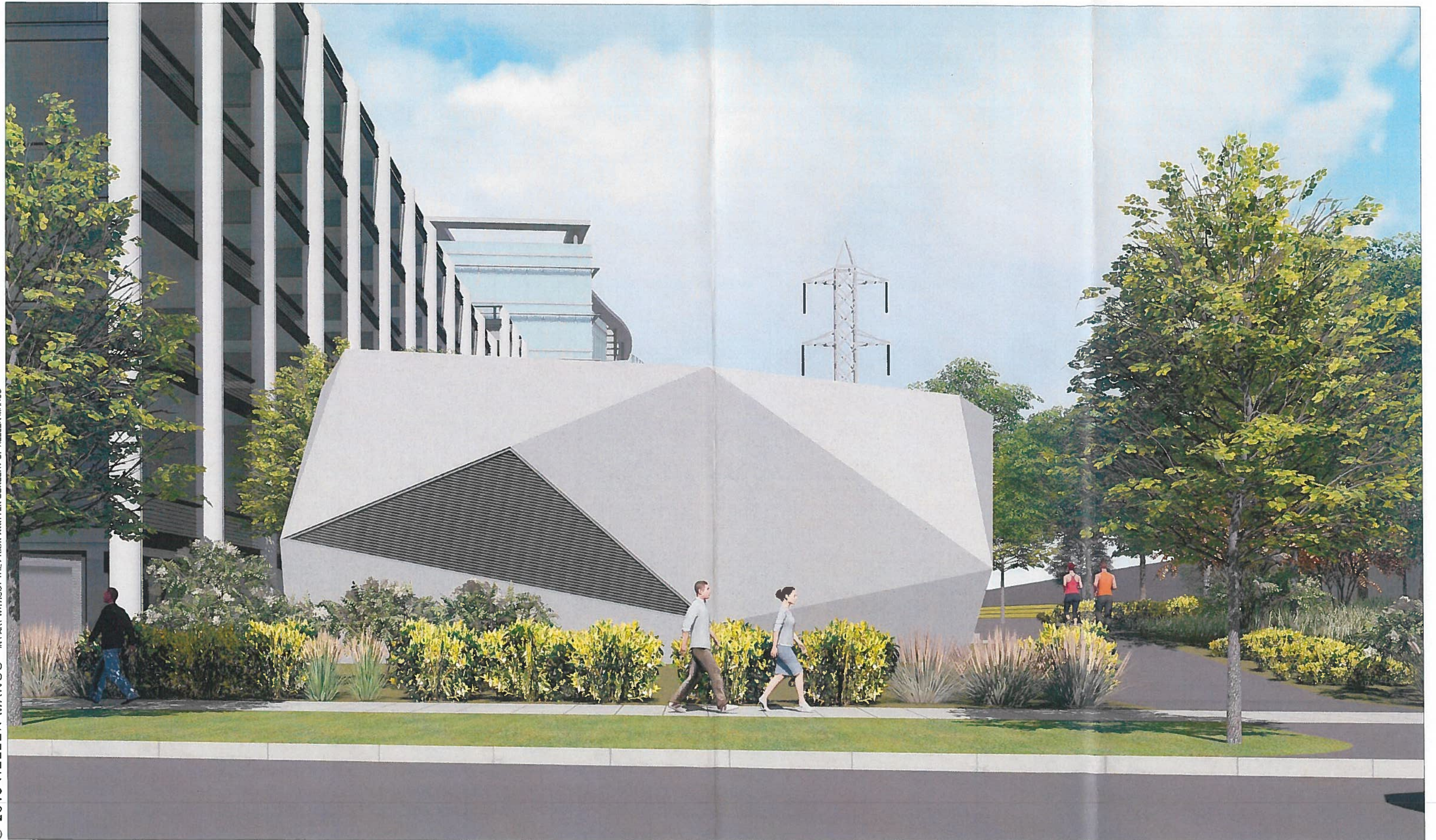
BOHANNON DEVELOPMENT COMPANY

MENLO GATEWAY

MENLO PARK, CA

VIEW 3

HELLER MANUS ARCHITECTS **HM**



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March 6, 2017
SCALE: 1"=8'-0"
0 8' 16'

MENLO GATEWAY

VIEW 5

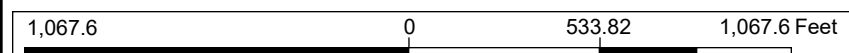


Chrysler Stormwater Pump Station - Drainage Area



Legend

1:6,406



NAD_1983_StatePlane_California_III_FIPS_0403_Feet
City of Menlo Park GIS

This map is for reference purposes only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. The City of Menlo Park and its staff shall not be held responsible for errors or omissions. Please contact City staff for the most current information.

Notes



STAFF REPORT

City Council

Meeting Date: 12/8/2020
Staff Report Number: 20-256-CC

Consent Calendar: **Authorize the Mayor to sign the City's response to San Mateo County's 2019-20 civil grand jury report: "Ransomware: It is not enough to think that you are protected"**

Recommendation

Staff recommends that the City Council authorize the Mayor to sign the City's response to San Mateo County's 2019-20 civil grand jury report: "Ransomware: It is not enough to think that you are protected" and authorize the Mayor to sign the response.

Policy Issues

There are no policy implications as a result of the City responding to the 2019-20 civil grand jury report.

Background

The San Mateo County civil grand jury is an independent investigative body composed of 19 citizens who conduct fact-finding efforts and issue written reports that contain specific recommendations to improve local government operations. The 2019-20 civil grand jury issued seven (7) final reports, all available online, Attachment C.

Analysis

The 2019-20 San Mateo County civil grand jury selected the following issue for exploration: "City and county government computer systems are at risk of Ransomware attacks. Are adequate measures being taken by local government agencies to mitigate the risks and provide recovery options?" The civil grand jury's work resulted in their report "Ransomware: It is not enough to think that you are protected" Attachment A. In accordance with Penal Code 933.05, the City must respond to each of the civil grand jury's findings and recommendations, Attachment B.

Given that information technology systems are essential to providing public safety and services, City staff provide City Council closed session briefings on cybersecurity as necessary or upon request of the City Council. City staff intends to provide the City Council with an update on cybersecurity efforts, including detailed discussion of the civil grand jury's recommendations, in a January 2021 closed session.

Impact on City Resources

Approving and submitting a response to the civil grand jury report has no direct impact on City resources.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Hyperlink – “Ransomware: It is not enough to think that you are protected”:
sanmateocourt.org/documents/grand_jury/2019/ransomware.pdf
- B. City of Menlo Park response letter
- C. Hyperlink – San Mateo County civil grand jury 2019-20 final reports:
sanmateocourt.org/court_divisions/grand_jury/2019.php

Report prepared by:
Nick Pegueros, Assistant City Manager



December 8, 2020

via electronic mail
grandjury@sanmateocourt.org

Honorable Danny Y. Chou
Judge of the Superior Court
c/o Jenarda Dubois
Hall of Justice
400 County Center, 8th Floor
Redwood City, CA 94063-1655

RE: Civil Grand Jury Report: ““Ransomware: It is not enough to think that you are protected””

Dear Judge Chou:

The City Council of the City of Menlo Park (City) voted at its public meeting on December 8, 2020 to authorize this response to San Mateo County’s civil grand jury 2019-20 report ““Ransomware: It is not enough to think that you are protected”” released on October 7, 2020.

Responses to Findings

F1. Ransomware is a real and growing threat to public entities including those in San Mateo County.

City response: *City of Menlo Park agrees that cybersecurity threats, including ransomware, are a growing threat to public agencies.*

F2. Across the country, local governments and schools represent 12% of all Ransomware attacks.

City response: *City of Menlo Park agrees with the finding that local governments are increasingly the target of cybersecurity threats.*

F3. The direct and indirect costs of Ransomware can be significant.

City response: *City of Menlo Park agrees that the direct and indirect costs of cybersecurity threats are significant.*

F4. Cybersecurity reviews and assessments, and an updated, well-executed Cybersecurity plan, are critical components of IT security strategy.

City response: *City of Menlo Park agrees with the finding.*

F5. A comprehensive Cybersecurity plan should include, at a minimum, information concerning prevention steps, spam and malware software, and backups and full recovery testing.

City response: *City of Menlo Park agrees with the finding.*

F6. The identification of phishing attempts, including the use of spam filters, is an important component to protecting an IT system from Ransomware attacks.

City response: *City of Menlo Park agrees with the finding.*

F7. Testing a full restore of a server to ensure that backups are reliable should be undertaken regularly as part an entity's backup plan to recover lost information.

City response: *City of Menlo Park agrees with the finding.*

F8. Training of new employees, and the recurring training of existing employees, is an important component of defense against Ransomware.

City response: *City of Menlo Park agrees with the finding.*

RECOMMENDATIONS

The Grand Jury recommends that each governing body undertake its own confidential effort to protect against Ransomware attacks. Specifically:

R1. Each of the governmental entities in San Mateo County with an IT department or IT function (whether in-house, handled by another government unit or outsourced to a private enterprise) as listed in Appendix F, should by November 30, 2020, make a request for a report from their IT organization that addresses the concerns identified in the report, specifically:

1. System Security (Firewalls, Anti-malware/Antivirus software, use of subnets, strong password policies, updating/patching regularly)
2. Backup & Recovery (In the event of an attack, can you shut down your system quickly? What is being backed up, how it is being backed up, when are backups run, and where are the backups being stored? Have backups been tested? Can you fully restore a Server from a backup?)
3. Prevention (turning on email filtering, setting up message rules to warn users, providing employee training on phishing and providing a reporting system to flag suspect content)

City response. *Implemented.*

R2. These confidential internal reports should be provided to the governing body by June 30, 2021. This report should describe what actions have already been taken and which will be given timely consideration for future enhancements to the existing cybersecurity plan.

City response: *Will be implemented by June 30, 2021.*

R3. Given the results of their internal reports, governmental entities may choose to request further guidance by means of a Cybersecurity review from the U.S. Department of Homeland Security⁵⁶ and/or a cyber hygiene assessment from the County Controller's Office.

City response: *Further analysis required pending results from R1.*

R4. Given the results of their internal reports, governmental entities may choose to ask their IT departments to review their own Cybersecurity Plan with the detailed template provided by the FCC's Cybersecurity Planning Guide and consider customizing it using FCC's Create Custom Cybersecurity Planning Guide tool.

City response: *Further analysis required pending results from R1.*

Sincerely,

Cecilia Taylor
Mayor



STAFF REPORT

City Council

Meeting Date: 12/8/2020
Staff Report Number: 20-260-CC

Consent Calendar: Authorize the city manager to terminate a power purchase agreement with Cupertino Electric

Recommendation

Staff recommends that the City Council authorize the city manager to terminate the existing power purchase agreement (PPA) with Cupertino Electric and pay an early termination fee not to exceed \$300,000 as part of the Menlo Park community campus (MPCC) project located at 100 Terminal Avenue.

Policy Issues

The generous offer to build a new public facility in the Belle Haven neighborhood provides an exciting opportunity for the community for generations to come. On multiple occasions over the past 10 months, the City Council has established this project as one of the City's top priorities, most recently November 10.

Background

On October 7, 2014, the City Council approved a PPA with Cupertino Electric for solar power at the Onetta Harris Community Center (OHCC), Arrillaga Gymnasium, Arrillaga Gymnastics Center and the Corporation Yard. The system was designed and constructed and put into operation in April 2016 which acts as the beginning date of the terms of the agreement (Attachment A.) Cupertino Electric under the terms of the PPA acts as the owner and operator of the solar panels and the City purchased the power generated by the panels at a predetermined rate. The solar panels at OHCC are a 97kW system.

In October 2019, Facebook announced its intent to collaborate with the community and the City to build a new multigenerational community center and library on the site of the current OHCC, Menlo Park Senior Center and Belle Haven Youth Center located at 100-110 Terminal Avenue. The scope of the project has expanded to include reconstruction of the Belle Haven pool. Information related to the project, including all previous meetings, is available on the City-maintained webpage (Attachment B.)

Project review process and schedule

The remaining steps of the project review process are as follows:

- December 14 – Planning Commission public hearing to make a recommendation on the project
- January 12, 2021 – City Council public hearing on the California Environmental Quality Act (CEQA) determination, project approvals, and binding agreement with Facebook for construction of the project, including any remaining steps to solidify project funding for City requested work.

If the project is approved in January 2021, this would result in the following schedule for project completion assuming this remains a high priority project for the City:

- June 2021 – Facility closures
- July to August 2021 – Remediation and demolition

- Spring 2023 – Facilities reopening

Analysis

In order to adhere to the project schedule above, the solar panels would need to be removed from the building by the end of June 2021 in order to make the site ready for remediation and demolition to occur beginning in July 2021.

The PPA with Cupertino Electric was a 20-year agreement that went into effect in April 2016 when the system became commercially operational. The terms of the agreement allow for the City to terminate the agreement at any point during the 20-year term upon 60 days written notice to Cupertino Electric. Early termination of the agreement is subject to a fee established to compensate the provider for various elements assumed to be in place for the duration of the agreement as described in Article 2 of the agreement. A termination fee schedule is provided in Schedule 2 of the agreement. Once written notice is provided and the termination fee is paid, Cupertino Electric is allowed 180 days to remove the solar facilities from the site. In order to meet the termination and removal schedule and adhere to the overall project schedule, the termination fee would need to be paid to Cupertino Electric by December 30, 2020 to ensure a June 30, 2021, removal.

City staff provided written notice to Cupertino Electric in November of its intent to terminate the agreement and remove the solar panels by June 30, 2021. Cupertino Electric confirmed receipt of this notice, but has not yet confirmed in writing the termination fee. Staff anticipates the early termination fee not to exceed \$300,000 based on the terms of the agreement and budgeted this amount in the base level funding for the MPCC that was approved as part of the fiscal year 2020-21 capital improvement plan July 28, 2020.

While the City does not have the option to purchase the system outright until year six of the agreement, staff intends to continue to work with Cupertino Electric to identify further options for potential reuse of the existing panels either through placement at other City facilities under a separate project, or in partnership with a non-profit to identify potential reuse within the community. Staff does not recommend reuse of the existing panels under a new PPA for the MPCC project as newer more efficient panels would result in better terms for the City under a new PPA for the solar and microgrid system being proposed. Further, it is not anticipated that a new PPA provider would be willing to reuse existing panels and take on the ownership and maintenance responsibility associated with them.

Impact on City Resources

The solar PPA termination costs were accounted for in the base level budget funding. No additional funding is requested as part of this action.

Environmental Review

This action is not a project within the meaning of the CEQA Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment. The proposed building is a project under CEQA and staff believes that the project is eligible for a Class 2 exemption for the replacement of existing facilities (§15302.) The final CEQA determination will occur later in the process at the time of project approval, tentatively scheduled for January 12, 2021.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72

hours prior to the meeting.

Attachments

- A. PPA with Cupertino Electric
- B. Hyperlink – project page: menlopark.org/communitycampus

Report prepared by:
Chris Lamm, Assistant Public Works Director

Report reviewed by:
Nicole H. Nagaya, Public Works Director

CITY OF MENLO PARK

CONTRACT TITLE: POWER PURCHASE AGREEMENT

CONTRACT NUMBER: [Admin staff to enter in]

AWARD DATE: October 7, 2014

CONTRACT PERIOD: 20 Years from the Actual Commercial Operation Date

SERVICE: Electricity Service Provision

BUYER CONTACT: City of Menlo Park Public Works Director

TITLE:

BUYER TEL: (650) 330-6740

BUYER EMAIL: PWSupportStaff@menlopark.org

SELLER NAME: CEI Solar One, LLC.

SELLER CONTACT: Kristopher Fabing

TITLE: Project Manager

SELLER TEL: (408) 808-8000

SELLER EMAIL: Kristopher_Fabing@cei.com

PURPOSE: To establish a service contract for delivery of electricity.

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EXHIBITS

- Exhibit A – Technical and Warranty Requirements
- Exhibit B – Engineering and Construction Requirements
- Exhibit C – Operations Forecasts, Scheduling Protocols, & Monitoring
- Exhibit D – Form of Attestation
- Exhibit E – Insurance Requirements
- Exhibit F – Workforce Plan
- Exhibit G – Form of Certification

SCHEDULES

- Schedule 1 – Grant of Access Rights
- Schedule 2 – Early Termination Fee
- Schedule 3 – Notice Information
- Schedule 4 – Description of Generating Facility

Schedule 5 – Project Site Description
Schedule 6 – Contract Price
Schedule 7 – Expected Annual Contract Quantity
Schedule 8 – Project Milestones
Schedule 9 - Project Management Reimbursement
Schedule 10 - Cash Flow Tables Showing Value of Solar

This Regional Power Purchase Agreement is dated as of October 7, 2014 (“Effective Date”), and is witnessed, acknowledged, and executed by authorized representatives of CEI Solar One, LLC., a California limited liability company (“Seller”) and the City of Menlo Park, a political subdivision of the State of California (“Buyer”), as evidenced by their signature on the last page of this document

RECITALS

- A. Buyer wishes to meet its power requirements cost effectively, efficiently and in an environmentally-friendly manner;
- B. Buyer has solicited proposals from persons, firms, organizations, and/or other legal entities to provide such power from renewable resources in a cooperative/joint solicitation led by the County of Alameda;
- C. Seller is in the business of designing, constructing and operating solar photovoltaic (“PV”) electric generating systems for the purpose of selling power generated by the systems to its Buyers;
- D. Buyer has selected Seller to design, construct, own and operate solar PV generating systems to be located on its property subject to the terms, conditions, covenants and provisions set forth herein (each, a “Facility” and collectively the “Generating Facilities”);
- E. Seller intends to construct, own, and operate renewable energy-powered Generating Facilities that shall qualify as an eligible renewable energy resource (“ERR”) under the State of California Renewable Portfolio Standard (“RPS”) and desires to sell electricity produced by such generating facility together with other attributes to Buyer pursuant to the terms, conditions, covenants and provisions set forth herein;
- F. Buyer desires to purchase electricity generated by Seller’s Generating Facilities, together with all Environmental Attributes pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: DEFINITIONS

References in this Agreement to the terms or phrases below have the meanings as set forth in this Article. In the event of a conflict between the information in this Article and any more specific provision of this Agreement, the more specific provision shall control.

- 1.1 “Actual Commercial Operation” means the date on which a Facility: (i) has been constructed in accordance with Prudent Industry Practice, all Permits, Requirements of Law, the specifications set forth in Exhibit A [Technical and Warranty Requirements], Exhibit C [Engineering & Construction Requirements], and Schedule 4 [Description of Generating Facility] of this Agreement; (ii) Seller has successfully completed the Commissioning Tests, (iii) PG&E has approved installation and given its “Permission to “Operate” notification, (iv) the Data Acquisition System has been commissioned and is transmitting data, and, (v) the Facility is capable of generating electricity for sale to the Buyer at the Project Site.
- 1.2 “Actual Commercial Operation Date” the date upon which Seller has notified Buyer in writing that it has satisfied the requirements of Actual Commercial Operation.
- 1.3 “Actual System Output” means the amount of energy recorded by the Seller’s metering equipment for a Facility during the relevant Measurement Period.
- 1.4 “Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by such specified Person.
- 1.5 “Agreement” means this Regional Power Purchase Agreement, effective as of the Effective Date, and entered into by and between Buyer and Seller, and all exhibits, and schedules (each an “Exhibit” or “Schedule”, as applicable) attached hereto and incorporated herein.
- 1.6 “Anniversary Date” means the first anniversary of the Actual Commercial Operation Date and that same calendar date for each succeeding Contract Year.
- 1.7 “Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Authority approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.
- 1.8 “Bankruptcy Event” means with respect to a Party, that either:

- (a) such Party has (i) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (ii) admitted in writing its inability to pay its debts as such debts become due; (iii) made a general assignment for the benefit of its creditors; (iv) commenced a voluntary case under any bankruptcy law; (v) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (vi) taken any corporate or other action for the purpose of effecting any of the foregoing; or
- (b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking (i) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts or, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of such Party under any bankruptcy law, and such proceeding or case has continued undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue un-stayed and in effect for a period of sixty (60) days.
- 1.9 “Business Day” means any day other than a Saturday, Sunday, public holidays recognized by California governmental entities or any other day on which banking institutions in California are required or authorized by Applicable Law to be closed for business.
- 1.10 “Buyer Act” means (i) an act of Buyer to repair the Project Site or the Project Site roof (as the case may be) for any reason not directly related to damage caused by the Facility, and such repair requires the partial or complete temporary disassembly or movement of the Facility, or (ii) any act or omission of Buyer or Buyer’s employees, Affiliates, agents, or subcontractors that results in a disruption or outage in Facility production.
- 1.11 “Buyout Date” has the meaning assigned to it in Section 2.2.
- 1.12 “Buyout Payment” has the meaning set forth in Section 2.2
- 1.13 “Buyer Address for Payments” means the address to which invoices to the Buyer should be sent, currently: 701 Laurel St., Menlo Park, CA, 94025
- 1.14 “Buyer Address for Notices” means the addresses to which notices to the Buyer should be sent as set forth in Schedule 3 of this Agreement.
- 1.15 “Buyer Default” – has the meaning set forth in Section 10.3.
- 1.16 “California Renewables Portfolio Standard” means the California State Public Utilities Commission program that requires investor-owned utilities, electric service providers, and community choice aggregators to increase procurement from eligible renewable energy resources to 33% of total procurement by 2020.

- 1.17 “California Solar Initiative” means the program providing ratepayer funded incentives for eligible solar energy systems adopted by the California State Public Utilities Commission and implemented through chapter 8.8 (commencing with Section 25780) to Division 15 of the California Public Utilities Code.
- 1.18 “Commissioning Tests” means the tests set forth in Exhibit B [Engineering & Construction Requirements].
- 1.19 “Commencement of Work Date” means the date on which Seller begins site preparation (including, but not limited to, grading or clearing the site) of the Project Site or the physical construction work at the Project Site of a Facility.
- 1.20 “Commercial Operation Deadline” means the date set forth in Schedule 8, which reflects the current California Solar Initiative (CSI) Rebate construction deadline date, if applicable; provided, however, that the Commercial Operation Deadline shall be extended on a day-for-day basis for any Force Majeure Event or breach of this Agreement by Buyer, or to the extent the CSI construction deadline is extended for a Facility.
- 1.21 “Commercially Available Local Electric Utility Provided Energy” means the current applicable PG&E rate tariff time of use price in cents per kilowatt hour for the Project Site.
- 1.22 “Contract AC Power Rating” means the AC power rating for the Facility in a given Contract Year, as specified in Schedule 4 to this Agreement.
- 1.23 “Contract Capacity” means the maximum instantaneous output of the Facility in kilowatts AC measured at the Delivery Point.
- 1.24 “Contract Price” means the price in \$U.S. per kWh to be paid by Buyer to Seller for the purchase of the Delivered Energy, as specified in Article 4 and Schedule 6 to this Agreement.
- 1.25 “Contract Year” means each year beginning on the Actual Commercial Operation Date and succeeding anniversaries of such Date (“Anniversary Date”), and ending on the date immediately preceding the subsequent Anniversary Date.
- 1.26 “Data Acquisition System” means physical devices, data monitoring equipment and apparatus associated with real-time monitoring of the quantities of AC energy generated by each Facility and complying with all requirements of Article 4.
- 1.27 “Daylight Hours” means hours that the inverter would normally be operating.
- 1.28 “Daylight Savings Adjustment” means the time periods that begin and end one hour later for the period between the second Sunday in March and the first

Sunday in April, and for the period between the last Sunday in October and the first Sunday in November.

- 1.29 “Days” unless otherwise specified, shall mean calendar days.
- 1.30 “Degradation” means forecasted deterioration of the Facility calculated on an annual basis due to normal wear and tear and decreasing efficiency causing reductions in power output.
- 1.31 “Delivered Energy” the amount of Energy delivered by Seller as recorded by Seller’s Meters.
- 1.32 “Delivery Point” means the metering point at the load side of the transformer for each Facility, as specified in Schedule 4 of this Agreement [Description of Generating Facilities].
- 1.33 “Disruption Period” means the period of time that a Facility is not available due to a Buyer Act.
- 1.34 “Deemed Generated Energy” means the quantity of electric energy, expressed in MWh, that Seller reasonably calculates would have been produced by the Facility and made available at the Delivery Point during each measurement period, determined by taking into account during the relevant measurement period the radiometers or like devices at the Facility, or if such monitoring equipment is unavailable during a relevant interval, then using available data or interpolated data determined in accordance with Prudent Industry Practices.
- 1.35 “EA Agency” means any local, state or federal entity, or any other Person, that has responsibility for or jurisdiction over a program involving transferability of Environmental Attributes, including the Clean Air Markets Division of the United States Environmental Protection Agency, the California Resources, Conservation and Development Commission, the California Public Utilities Commission, and any successor agency thereto.
- 1.36 “Early Termination Fee” means the fee associated with an early termination of this Agreement in the amount expressed in dollars per Watt of the Facility’s size in Watts-DC (\$/Wdc) as set forth in Schedule 2 of this Agreement [Early Termination Fee].
- 1.37 “Effective Date” means the date set forth in the first paragraph of this Agreement.
- 1.38 “Energy” means the electricity generated by each Facility pursuant to this Agreement, as expressed in units of kWh.
- 1.39 “Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the

generation from each Facility, and its displacement of conventional energy generation. Environmental Attributes include but are not limited to: (i) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (Sox), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO₂), methane (CH₄) and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering Earth's climate by trapping heat in the atmosphere; and (iii) the reporting rights to these avoided emissions such as Green Tag Reporting Rights. Environmental Attributes for purposes of this Agreement expressly excludes Existing Financial Incentives.

- 1.40 "Environmental Attributes Reporting Rights" means all rights to report ownership of the Environmental Attributes to any Person, including under the Energy Policy Act of 1992, and any regulations promulgated thereunder.
- 1.41 "Environmental Laws" shall mean and include all federal, state and local laws, statutes, ordinances, regulations, resolutions, decrees and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state super lien or environmental clean-up statutes.
- 1.42 "Existing Financial Incentives" means (i) the ITC and any tax deductions or other benefits under the Internal Revenue Code or applicable state law available as a result of the ownership and operation of the Generating Facilities or the Output generated by each Facility (including without limitation tax credits, accelerated depreciation, or bonus depreciation) that are in effect on the Effective Date and, (ii) any other financial incentives that result from the ownership and operation of the Generating Facilities or the Output that are in effect on the Effective Date.
- 1.43 "Expected Annual Contract Quantity" means the amount of Delivered Energy and Environmental Attributes that Seller expects to deliver from a Facility to Buyer hereunder in a given Contract Year, as set forth in Schedule 7 of this Agreement [Expected Annual Contract Quantity].
- 1.44 "Expected Commercial Operation Date" means the date on which the Parties expect a Facility to achieve Actual Commercial Operation, established in accordance with Article 3.
- 1.45 "Facility" has the meaning set forth in the Recitals, as further described in Schedule 4.

- 1.46 “Fair Market Value” or “FMV” means the value a nationally recognized independent, third-party professional appraiser with experience and expertise in the solar photovoltaic industry would determine a photovoltaic system to have when negotiated in an arm’s-length, free market transaction between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction.
- 1.47 “Financing Party” means, as applicable (i) any Person from whom Seller leases the Generating Facilities or (ii) any Person who has made or will make a loan to or otherwise provide capital to Seller with respect to the Generating Facilities.
- 1.48 “Force Majeure Event” has the meaning set forth in Article 8.
- 1.49 “Full Assignment” has the meaning set forth in Section 12.2.
- 1.50 “Generating Facilities” or “PV System” means each Seller electricity generating facility as more particularly described in Schedule 4 of this Agreement [Description of Generating Facilities], excluding the Project Sites, land rights, and interests in land.
- 1.51 “Governmental Authority” means any federal or state government, or political subdivision thereof, including, any municipality, township or county, special district or any other entity or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including, any corporation or other entity owned or controlled by any of the foregoing.
- 1.52 “Green Tag Reporting Rights” means the rights of a Green Tag purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag purchaser’s discretion, and include those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, with “Green Tag” meaning one (1) MWh of Environmental Attributes.
- 1.53 “Hazardous Materials” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational health, safety and/or general welfare conditions, including

without limitation, petroleum and/or asbestos materials, products, and by-products.

- 1.54 “Interconnection” means the interconnection of the Project Site electrical system to the Transmission System, including construction, installation, operation, and maintenance of all interconnection facilities.
- 1.55 “Interconnection Agreement” means the agreement between Buyer and the Local Electric Utility which sets forth the terms and conditions for Interconnection of the Facility and the Project Site electrical system to the Transmission System, as amended from time to time.
- 1.56 “Investment Tax Credit” or “ITC” means the federal tax credit associated with the ownership of eligible renewable energy projects as available under Section 48 of the Internal Revenue Code (26 U.S.C. Section 48).
- 1.57 “ISO Tariff” means the Federal Energy Regulatory Commission-approved tariff under which the California Independent System Operator (ISO) operates.
- 1.58 “Kiosk” means a single viewing station for the Buyer and the general public to view the production of electricity of the Generating Facilities as defined in Article 4.1(c)
- 1.59 “KW” means one kilowatt of power or nameplate capacity expressed as peak power DC (direct current).
- 1.60 “kWh” means one kilowatt of electricity supplied for one hour.
- 1.61 “Holidays” for the purposes of this Agreement are New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The dates will be those on which the holidays are legally observed.
- 1.62 “Interest Rate” means, for any date:
 - (a) The per annum rate of interest equal to the “Prime Rate” published in The Wall Street Journal under “Money Rates” or such date (or if not published on such date on the most recent preceding day on which published); plus
 - (b) Two percentage points (2%); provided, in no event may the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.
- 1.63 “Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Buyer & Seller at the applicable Project Site.

- 1.64 “Local Electric Utility Tariffs” means the duly authorized tariff, rules, schedules, protocols and other requirements of PG&E, as these may be amended from time to time.
- 1.65 “Lost Output” means the Deemed Generated Energy calculated during Lost Output Events for the relevant Measurement Period.
- 1.66 “Lost Output Event” has the meaning set forth in Section 4.1(d).
- 1.67 “Measurement Period” has the meaning set forth in Section 4.1(d).
- 1.68 “Meter” or “Meters” means the physical metering devices, data acquisition equipment and apparatus associated with the meters owned by Seller and used to determine the quantities of Energy generated by each Facility and to record other related parameters required for the reporting of data to Seller.
- 1.69 “Metered Energy” means the amount of Energy measured at the Meter for each Facility, including any adjustments programmed into the Meter for distribution losses after the Delivery Point.
- 1.70 “Milestone” means a defined and significant event that will occur during the engineering, construction, and installation of the Facility, as identified in Exhibits A and B, and Schedule 8, including, without limitation, completion of Commissioning Tests, issuance of a PG&E permission to operate notification, commissioning of the Data Acquisition System, and the occurrence of the Actual Commercial Operation Date.
- 1.71 “MW” means one megawatt of power or nameplate capacity expressed as peak power DC (direct current).
- 1.72 “MWh” means one megawatt of electricity supplied for one hour.
- 1.73 “Outage” means a physical state in which all or a portion of the Facility is unavailable to provide Energy to the Delivery Point.
- 1.74 “Output” means (i) the Contract Capacity and associated Energy; (ii) Test Energy; and (iii) all Environmental Attributes.
- 1.75 “Parties” means Buyer and Seller, and each such Party’s respective successors and permitted assignees.
- 1.76 “Party” means Buyer or Seller, and each such Party’s respective successors and permitted assignees.
- 1.77 “Permits” means local authorizations, certificates, permits, licenses, and approvals required by any Governmental Authority for the construction, ownership, operation and maintenance of a Facility.

- 1.78 “Person” means an individual, corporation, partnership, Limited Liability Company, business trust, joint-stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.
- 1.79 “PG&E” means Pacific Gas and Electric Company, who is the Local Electric Utility, as defined herein.
- 1.80 “Preliminary Requirements” has the meaning set forth in Section 3.7.
- 1.81 “Prevailing Wage” means the State of California Public Works Contract Requirements pursuant to sections 1770 et seq. of the California Labor Code.
- 1.82 “Project Site” means the real property, on which each Facility is to be built and located, as described in Schedule 5 to this Agreement (Project Site Description).
- 1.83 “Prudent Industry Practice” means those practices, methods and equipment, as changed from time to time, that: (i) when engaged in, or employed, are commonly used in the State of California in prudent electrical engineering and operations to operate electricity equipment lawfully and with safety, reliability, efficiency and expediency; or (ii) in the exercise of reasonable judgment considering the facts known, when engaged in could have been expected to achieve the desired result consistent with applicable law, safety, reliability, efficiency, and expediency. Prudent Industry Practices include but are not limited to an optimum practice, method, selection of equipment or act.
- 1.84 “Purchase Date” means the 91st day of every year following the 6th year anniversary of the Actual Commercial Operation Date.
- 1.85 “Renewable Energy Credit” has the meaning set forth in California Public Utilities Code section 399.12(h) as may be amended from time to time or as further defined or supplemented by applicable law.
- 1.86 “Renewal Term” has the meaning set forth in Article 2.1.
- 1.87 “Requirements of Law” means, collectively, any federal or state law, treaty, franchise, rule, regulation, order, writ, judgment, injunction, decree, award or determination of any arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon Seller or Buyer or any of their property or to which Seller or Buyer or any of their respective properties are subject.
- 1.88 “Schedule” “Scheduled” or “Scheduling” means the actions of Seller, Buyer and /or their designated representatives, including each Party’s Local Electric Utility, if applicable, of notifying, requesting and confirming to each other the quantity of Energy to be delivered for each interval on any given day on which the delivery of Energy is scheduled to occur during the Term at the Delivery Point.
- 1.89 “Seller” has the meaning set forth in the first paragraph of this Agreement, and for purposes of access rights and other rights necessary for Seller to perform its

obligations hereunder, the term "Seller" includes Seller's authorized agents, contractors and subcontractors.

- 1.90 "Seller Address" means: 1132 N. 7th St., San Jose, CA, 95112
- 1.91 'Seller Default' has the meaning set forth in Section 10.2(a).
- 1.92 "Seller's Project Management Team" means individuals identified by Seller as responsible for oversight and contract management of all phases of project design/build, operations, maintenance, verification and billing account management.
- 1.93 "Solar Insolation" means the amount of solar energy in kWh per square meter falling on a particular location.
- 1.94 "Substantial Completion" means when (i) installation of all necessary components and systems of a Facility (except for completion of painting, final grading, and similar portions of the construction work not affecting the operability, safety, or mechanical and electrical integrity of the Facility) have been completed; (ii) the Facility is mechanically and electrically sound; and (iii) the Facility is ready for initial operation, adjustment, and testing.
- 1.95 "Taxes" has the meaning set forth in Section 5.2.
- 1.96 "Term" has the meaning set forth in Section 2.1.
- 1.97 "Transmission System" or "Local Electric Utility Electricity Grid" means the facilities used for the distribution and transmission of electricity, including any modifications or upgrades made to such facilities, owned or operated by the Local Electric Utility.
- 1.98 "WREGIS" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

ARTICLE 2: TERM

- 2.1 **TERM:** The term of this Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the Actual Commercial Operation Date of the Facility ("Initial Term", and together with any Renewal Terms, the "Term"), unless and until terminated earlier pursuant to the provisions of this Agreement. After the Initial Term, this Agreement may renew for a Facility, or all of the Generating Facilities, for additional five year terms (each a "Renewal Term"), if a written request for renewal is given by the Buyer at least one hundred eighty (180) days prior to the expiration of the Initial Term, or any Renewal Term, as the case may be. For each renewed Facility, the Parties shall confer and agree on a schedule for the Contract Price, Escalation Rate, Early Termination Fees, and Expected Annual Contract Quantity for any Renewal Term. The remainder

of the terms and conditions shall remain substantially the same for each Renewal Term as for the Initial Term. If Seller consents to renewal of a Facility, it shall provide written notice of consent to the renewal within sixty (60) days of the date of the request by Buyer. If consent by Seller is not provided within such sixty (60) day period, this Agreement shall expire as to that Facility as of the last day of the Initial Term. No later than sixty 60 days after Seller provides consent to a Renewal Term, which consent shall state the mutually agreed upon schedule for the Price, Escalation Rate, Early Termination Fees, and Expected Annual Contract Quantity for such Renewal Term, Buyer shall confirm to Seller in writing of its intent to proceed with its option for a Renewal Term. Documentation of any such Renewal Term and changes to Contract Price, Early Termination Fees and Expected Annual Contract Quantity shall be in the form of an amendment to this Agreement. In the event Buyer does not provide such confirmation, this Agreement shall expire as of the last day of the Initial Term or applicable Renewal Term for such Facility. Upon expiration of the Initial or Renewal Term, Seller shall cause the Facility to be removed from the Project Site pursuant to Article 10.5(a). All timelines for action pursuant to this Section 2.1 may be extended at the Parties' mutual written agreement.

2.2 BUYER'S EXERCISE OF PURCHASE OPTION: So long as a Buyer Default shall not have occurred and be continuing, Buyer has the option to purchase (the "Purchase Option") a Facility for a purchase price equal to its FMV (the "Buyout Payment"), at any point after ninety-one (91) days after each of the sixth (6th), tenth (10th), or fifteenth (15th) anniversary of the Actual Commercial Operation Date of the Facility, or ninety (90) days prior to the end of Initial Term or Renewal Term, if applicable. If Buyer chooses to exercise the Purchase Option, the following steps shall be followed by the Parties:

(a) Buyer shall provide Seller with at least two hundred and forty (240) days written notice of its intent to purchase the Facility on a date certain (such date, the "Buyout Date").

(b) For a reasonable period not exceeding thirty (30) days from the date of provision of notice referred to in Article 2.2 (a), the Parties shall make best efforts to agree on the selection of a nationally recognized independent, third-party professional appraiser with experience and expertise in the solar photovoltaic industry to determine the FMV as of the Buyout Date. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the Facility on an installed basis and shall set forth such determination in a written opinion delivered to the Parties; provided that in no event shall the FMV be less than the aggregate of: (i) the net present value (using a discount rate of nine percent 9%) of the projected payments over the Term, had the Term remained effective for the full initial Term, and (ii) any and all other amounts previously accrued under this Agreement and owed by Buyer to Seller as of the date of Facility title transfer. Within sixty (60) days of the selection of such appraiser, s/he shall evaluate and

determine the FMV of the applicable Facility as of the Buyout Date and shall submit a report on same to the Parties. The costs of the appraisal shall be borne by Buyer.

- (c) In the event that the Parties cannot agree on the selection of an appraiser to determine the FMV, each Party shall, no later than sixty (60) days from the date of notice referred to in Article 2.2 (a), retain the services of a nationally recognized independent, third-party professional appraiser with experience and expertise in the solar photovoltaic industry. Each Party shall bear its own costs for its respective appraiser and of any appraisal conducted by him/her. Within fifteen (15) days of their retention, the two appraisers selected by the Parties shall mutually select a third nationally recognized independent, third-party appraiser with experience in the solar photovoltaic industry, whose services shall be equally paid for by the Parties. Within sixty (60) days of the selection of such third appraiser, the three appraisers shall evaluate and determine the FMV of the Facility and shall submit their reports to both Parties. The appraiser's valuation that diverges the greatest from each of the other two appraisers' valuations shall be disregarded, and the arithmetic mean of the remaining two appraisers' valuations shall be deemed to be the FMV of the Facility. If no such valuation may be established then the arithmetic mean of all three valuations shall be deemed to be the FMV of the Facility. The appraisers shall conduct their appraisals independently and shall not share the results of their appraisal or data with each other.
- (d) No later than sixty (60) days after determination of the FMV of the Facility, Buyer shall confirm to Seller in writing of its intent to proceed with its option to purchase the Facility at the Buyout Payment determined pursuant to this Article 2.2. In the event Buyer does not provide such written confirmation, the provisions of this Agreement shall be applicable as if Buyer had not exercised the Purchase Option.
- (e) If Buyer confirms its intent to proceed with its option to purchase as specified above, the Parties shall promptly execute all documents necessary to (i) cause title and ownership of the Facility to pass to Buyer on the Buyout Date, free and clear of any Liens, and (ii) to the extent such warranties are assignable, assign all warranties for the Facility to Buyer. Buyer shall pay the Buyout Payment to Seller on or about the Buyout Date, in accordance with any previous written instructions delivered to Buyer by Seller for payments under this Agreement. Upon such execution of documents and payment of the Buyout Payment, as to the Facility this Agreement shall terminate automatically and Buyer shall own the Facility and all Environmental Attributes and Existing Financial Incentives, if any, relating to the Facility. For the avoidance of doubt, payment of the Buyout Payment shall be in lieu of and instead of any payments described in Article 4 accruing from and after the Buyout Date. Seller shall provide all necessary cooperation with the Buyer to give prompt effect to this transfer.

(f) All other personal property of the Seller not included in the Buyer's purchase shall be removed by Seller from the Project Site within ninety (90) days of the Buyout Date at no cost to Buyer.

2.3 **TERMINATION:** Buyer may terminate this Agreement as to any Facility prior to the expiration of the Initial Term without cause upon sixty (60) days' prior written notice. If Buyer elects to terminate this Agreement without cause for a Facility, Buyer shall pay to Seller the applicable Early Termination Fee. The Early Termination Fee shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a combined (Federal and State) effective tax rate of forty one (41%), for the loss or recapture of (a) during the first five years following the Actual Commercial Operation Date, the investment tax credit equal to thirty percent (30%) of the Facility value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the Facility value, (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Buyer with a detailed calculation of such compensation if such a claim is made), (d) other fixed financing costs not included in (a), (b) and (c), (2) the net present value (using a discount rate of nine percent (9%) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. However, if Buyer terminates this Agreement for reasons otherwise specified in this Agreement including, but not limited to: (i) termination for CEQA compliance (Section 3.6); (ii) termination for Force Majeure (Article 8); and (iii) termination for failure of the Preliminary Requirements (Section 3.9), Buyer is not liable to the Seller for the Early Termination Fee. In the event that Buyer terminates this Agreement without cause, Seller shall, within one hundred eighty (180) calendar days of the notice of termination from Buyer, or Buyer's payment of the Early Termination Fee, if applicable, shall cause the applicable Facility to be disconnected and removed from the Project Site, and shall remediate and restore the Project Site to the condition preceding the installation of the Facility as set forth in Section 10.5.

ARTICLE 3: ENGINEERING AND CONSTRUCTION REQUIREMENTS

- 3.1 All elements of engineering, construction and installation of the Generating Facility and compliance with all California Solar Initiative ("CSI") requirements are Seller's sole responsibility, provided that Buyer cooperates in good faith with Seller to satisfy the requirements of CSI and those of the Local Electric Utility.
- 3.2 Seller shall provide services as described herein and pursuant to Exhibit B [Engineering and Construction Requirements].
- 3.3 [Intentionally left blank].

- 3.4 Seller shall provide weekly status reports from the Effective Date through the Actual Commercial Operation Date, as well as any additional briefing requested by Buyer.
- 3.5 Seller will create, maintain and provide to Buyer, minutes of meetings between Buyer's representatives and Seller's Project Management Team.
- 3.6 CEQA Compliance
- (a) Compliance with the California Environmental Quality Act ("CEQA"), California Pub. Res. Code § 21000 et seq., is a condition precedent to the Buyer's obligations under this Agreement. The Seller shall not have any right to install a Facility until the Buyer has fully complied with CEQA, issued a statement to Seller attesting to the fact that Buyer has fully complied with CEQA as it relates to the Facility included in this Agreement, and issued a notice to proceed to Seller. In most cases, the Buyer expects to satisfy the CEQA requirements with a Notice of Exemption for each Generating Facility.
- (b) If the Buyer, in its discretion, determines that a mitigated negative declaration ("MND") or environmental impact report ("EIR") is required to comply with CEQA, then Buyer shall, provide Seller with a written statement detailing the reasons that Buyer believes that a MND or an EIR is required to comply with CEQA, the estimated cost to comply with CEQA for the Facility, and a statement that it will or will not pay for the estimated cost to comply with CEQA for the Facility. If Buyer declines to pay for all of the estimated costs to comply with CEQA, then this Agreement shall terminate as to the Facility, and neither Party shall have any liability to the other Party (other than any such liabilities that have accrued prior to such termination).
- (c) Within ten business days after the Effective Date, Buyer shall provide Seller either (1) a notice to proceed based on a Notice of Exemption under Section 3.6(a), or (2) the notice described pursuant to Section 3.6(b), including Buyer's election regarding payment of costs.

3.7 Engineering - Design Phase

During this phase, Seller shall proceed with all activities necessary to allow commencement of the construction phase, including completing the Preliminary Requirements (as set forth below) within the timeframes established in Schedule 8 [Project Site Milestones]. Upon completion of this phase, Seller shall proceed with the installation and construction phase. Seller's failure to meet Preliminary Requirements will be subject to Section 3.9 below.

(a) Preliminary Requirements:

- (i) Prior to the execution of this Agreement, the Seller must comply with the insurance requirements for the design phase included as Exhibit E

[Insurance Requirements]. Seller shall maintain such coverage throughout this phase.

(ii) Seller must comply with all system design requirements set forth in Exhibit B [Engineering & Construction Requirements].

(iii) Within the timeframe set forth in Schedule 8 [Project Site Milestones]:

(1) Seller shall notify the Buyer in writing of the Expected Commercial Operation Date. The Expected Commercial Operation Date shall be no later than the CSI reservation expiration date which is provided in Schedule 8 of this Agreement, or any extensions thereof.

(2) Each Party, upon request, shall furnish current certificates evidencing that the insurance coverage required in Exhibit E is being maintained.

(iv) Within the timeframe set forth in Schedule 8 [Project Site Milestones]:

(1) Seller must have obtained a financing commitment for construction of each Facility and submitted a signed term sheet or redacted financing agreement as satisfactory proof of such financing commitment to the Buyer or in the alternative, Seller may certify in writing that Seller will be self-financing the construction of the Facility and that Seller has sufficient funds to do so. Such certification shall be submitted by Seller in the Form of Certification in Exhibit G of this Agreement [Form of Certification].

(v) Within the timeframe set forth in Schedule 8 [Project Site Milestones] for a Facility, Seller must have applied for a building permit for the Facility.

(vi) Seller must have obtained approval from the Buyer, which shall not be unreasonably withheld, conditioned or delayed of the final 100% detailed engineering drawings and specifications for the Facility. Seller must submit 65% and final 100% detailed engineering drawings and specifications for the Facility to Buyer for approval no later the date set forth in Schedule 8 [Project Site Milestones].

3.8 Construction Phase

(a) Prior to the execution of this Agreement, the Seller must comply with the insurance requirements for the construction phase included as Exhibit E [Insurance Requirements]. Seller shall maintain such coverage throughout this phase.

(b) Seller will cause each Facility to be designed, engineered, installed and constructed substantially in accordance with Exhibit B [Engineering and

Construction Requirements] of this Agreement and Applicable Law, including but not limited to, the payment of Prevailing Wages, as applicable. All construction of a Facility, including but not limited to, any site preparation, landscaping or utility installation, shall be performed only by Seller or by independent contractors with demonstrated competence and experience in the construction of the photovoltaic systems, and duly licensed under the laws of the State of California, pursuant to written contracts with such contractors. Prior to the commencement of construction on a Facility, Seller shall deliver to Buyer for its review and approval, which approval shall not be unreasonably withheld, delayed, or conditioned, a complete set of plans and specifications relating to the installation of the Facility, which shall comply with all applicable uniform construction codes. Buyer shall be deemed to have approved such plans and specifications if Buyer fails to transmit notice of disapproval within the timeframe established in Schedule 8 [Project Site Milestones]. Buyer shall have the right, but not the obligation, to inspect all construction solely for the purpose of confirming that Seller is adhering to the specifications provided for in Exhibit B [Engineering and Construction Requirements] to this Agreement, provided that Buyer's inspections are done at a reasonable frequency and during reasonable dates and times.

- (c) Seller must comply with all requirements set forth in applicable building and electrical codes and Exhibit B [Engineering and Construction Requirements].

3.9 Parties' Rights to Terminate Prior to Commercial Operation

- (a) Buyer's Rights to Terminate: If Seller fails to complete the Preliminary Requirements in conformance with Section 3.7 with respect to a Facility, Buyer may terminate this Agreement as to the applicable Facility without penalty, liability or expense of any kind to Buyer by providing to Seller a written notice of termination after the deadline for completion of the Preliminary Requirements; provided, however that any such written notice of termination for non-compliance with Article 3.7, sections (a)(i) – (a)(v) shall be provided by Buyer to Seller prior to the Commencement of Work Date and any written notice of termination for non-compliance with Article 3.7 section (a)(vi) may be provided by Buyer after the Commencement of Work Date. The Buyer may extend deadlines at its option. If Buyer elects to terminate this Agreement pursuant to this Section 3.9(a) , Seller shall take all actions necessary to return the Project Site to the condition Seller first encountered them, at no cost to the Buyer. Buyer's right to terminate hereunder shall not be subject to the alternative dispute resolution procedures in Section 9.1. If Buyer determines that it wishes to exercise its termination right pursuant to this Section 3.9(a), Buyer shall give written notice to Seller within fifteen (15) days of such determination, specifying the basis for the termination. Upon receiving such notice, if Seller is able to cure, Seller shall have 45 days to provide a cure for the circumstance identified by Buyer as the basis for termination. The Seller shall not exercise its rights under section 3.9(a) until

it has provided a written notice to the Seller of its intent to do so and allowed the Seller 45 days to attempt to cure. The Seller shall have the option, but not the obligation, to cure.

- (b) Seller's Rights to Terminate: In the event that any of the following events or circumstances occur prior to the Actual Commercial Operation Date for a Facility, Seller may (at its sole discretion) terminate this Agreement, subject to Sections 3.9(d) and (e), as to the Facility, in which case neither Party shall have any liability to the other Party as to the Facility:
- (i) Seller has not received a fully executed (i) Grant of Access Right (Schedule 1 to this Agreement), and (ii) a release or acknowledgement from any mortgagee of the Project Site, if required by Seller or Seller's Financing Party, to establish the priority of its security interest in the Facility.
 - (ii) Seller has not received evidence that interconnection services will be available with respect to energy generated by the Facility.
 - (iii) Seller has reasonably determined that there are easements, covenants, conditions, or restrictions or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the Facility.

Remediation: If Seller wishes to exercise its termination rights listed in section 3.9(b) with regard to a specific Facility, Seller shall take all actions necessary to return the Buyer's Project Site where the applicable Generating Facility was to be installed to the condition the Seller first encountered it in within ninety (90) days.

- (a) Buyer Option to Cure: Notwithstanding anything to the contrary, if Seller determines that it wishes to exercise termination pursuant to section 3.9(b), Seller shall give written notice to Buyer within 15 days of such determination, specifying the basis for the termination. Upon receiving such notice, if Buyer is able to cure, Buyer shall have 45 days to provide a cure for the circumstance identified by Seller as the basis for termination. The Seller shall not exercise its rights under section 3.9(b) until it has provided a written notice to the Buyer of its intent to do so and allowed the Buyer 45 days to attempt to cure. The Buyer shall have the option, but not the obligation, to cure.
- (b) Mutual Rights to Termination: Either Party shall have the right to terminate this Agreement, without liability to the other Party if:
- (iv) Seller and Buyer mutually determine that the Project Site, as is, is insufficient to accommodate the Facility.

- (v) Seller and Buyer mutually agree that there exist site conditions at the Project Site (including environmental conditions) or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of installing the Facility or would adversely affect the electricity production from the Facility as designed.
- (vi) Seller and Buyer have reasonably determined that there has been a material adverse change in the rights of the Buyer to occupy the Project Site or the Seller to construct the Facility on the Project Site.

ARTICLE 4: DELIVERY OF POWER, METERING & MONITORING

4.1 Purchase & Sale

- (a) Commencing on the Actual Commercial Operation Date and continuing throughout the Term, subject to this Article 4, Seller shall sell and deliver at the Delivery Point, and Buyer shall purchase and accept from Seller at the Delivery Point, and pay for, the Output as follows:

Energy Pricing: The pricing for Energy delivered at the Delivery Point shall be the Contract Price for the current Contract Year. The invoice for Energy delivered by the Seller for the applicable monthly billing period shall be determined as follows:

P = Payment to Seller for Energy supplied to the Buyer over the billing period. $P = EE \times EP$

EE = the total kWh of Delivered Energy to Buyer by Seller during the billing period.

EP= the Contract Price as per Schedule 6 to this Agreement – [Contract Price].

- (b) Intentionally left blank.

(c) Meters

- (i) The transfer of Energy from Seller to Buyer shall be measured by Meters at the Delivery Point, which are selected, provided, installed, owned, maintained, programmed and operated, at the Seller's sole cost and expense, by Seller or its designee. Meters and all metering activities shall comply with all applicable requirements of the Local Electric Utility Tariffs and the Buyer-PG&E Interconnection Agreement. Seller shall exercise reasonable care in the maintenance and operation of the Meters, and

shall test and verify the accuracy of each Meter at least every two (2) years. Seller shall inform Buyer in advance of the time and date of these tests, and shall permit Buyer to be present at such tests and to receive the results of such tests. Metering must have an equivalent accuracy of +/- 2% or better and monitoring results from Seller's Performance Monitoring and Reporting Service (PMRS) that is viewable by Buyer at all times. Eligible meters and PMRS providers must be listed as approved on the Go Solar California website.

- (ii) Single Viewing Kiosk for the Generating Facility: At the location of Buyer's choice, Seller will install a single Kiosk for viewing by the general public consisting of a 20" LCD screen with a computer and keyboard sufficient to view the Data Acquisition System ("DAS") monitoring of the Generating Facilities. The computer and keyboard shall be housed in a cabinet whose design, aesthetics, and cost are mutually agreed upon by Buyer and Seller. Buyer will allow Seller to use a 120v electrical outlet and data outlet located at the mutually agreed upon location which will be within a reasonable distance of an existing 120v electrical outlet. Seller's total installed cost of the Kiosk consisting shall not exceed \$5,000 US dollars. Following installation, Buyer shall provide and maintain communications equipment and services to the Kiosk.
- (iii) Communications Equipment. After the Actual Operating Date Seller shall install, own and maintain, at its sole cost and expense, communications equipment and services necessary to allow remote reading of the Meters.
- (iv) Meter Updates. Seller shall at its sole cost and expense, install any updates or upgrades to the Meters, and all associated measuring equipment necessary to permit an accurate determination of the quantities of Energy delivered under this Agreement. Seller shall permit the Buyer or Buyer's representative access to its Generating Facility for the purpose of verifying Meters.
- (d) Delivery Obligations. Beginning on the Actual Commercial Operation Date for each Facility, such Facility shall produce not less than 90% of its Expected Annual Contract Quantity (after accounting for weather-related) during the Initial Term or applicable Renewal Term, if any, measured on a four (4) year cumulative basis (the "Measurement Period"), unless, and then only to the extent that, the failure to satisfy the Expected Annual Contract Quantity is due to any downtime or Facility correction or repair resulting from the following: (a) Facility failure, damage to the system, theft, or downtime not caused by Seller or its approved service providers, (b) general utility outages or any failure of any electric grid, (c) a Force Majeure Event, (d) acts or omissions of Buyer of any of its obligations hereunder, provided that Buyer has received prior written notice from Seller of such acts or omissions, (e) if someone other than Seller or its approved service providers installed,

repaired, or removed the system, or (f) any Buyer Act Outages (each of (a) through (f) a “Lost Output Event”).

Subject to the terms and conditions of this Agreement, beginning on the fourth anniversary of the Actual Commercial Operation Date, and at the end of each successive four (4) year anniversary thereof, if the Actual System Output plus the Lost Output does not equal or exceed 90% of the Expected Annual Contract Quantity for such Measurement Period, then Seller will credit Buyer on its next invoice an amount equal to the product of (i) the average of the annual Contract Prices found in the applicable site Schedule 6 during such Measurement Period multiplied by (ii) the difference between the Actual System Output plus the Lost Output and the Expected Annual Contract Quantity for such Measurement Period.

- (e) Excess Energy. Buyer shall have the option, but not the obligation, to purchase the output of any facility that exceeds 110% of the expected annual contract quantity. Seller will first offer any energy beyond the 110% cap to buyer and, only if buyer does not exercise its option to purchase all or a portion of such excess energy, seller shall be permitted to resell the excess energy, provided such sale is in accordance will all applicable laws.

4.1 Monitoring System and Web Interface

- (a) Seller shall install, maintain, control, and operate a monitoring system for each Facility meeting the following requirements (the “Monitoring System”):
 - (i) The Monitoring System shall include, without limitation, ability to monitor revenue grade AC production data; weather data, (including ambient temperature and wind speed); and shall include a pyranometer.
 - (ii) Seller shall make available to Buyer a web-based tool or interface to view, collect and store data, in real time, including the energy delivered, and greenhouse gas emissions reduced.
 - (iii) The Monitoring System shall meet or exceed PG&E monitoring and reporting standards.
 - (iv) Additional requirements and specifications for monitoring are described in Exhibit C [Operations Forecasts, Scheduling Protocols, & Monitoring].

4.2 Delivery Point

- (a) Allocation of Costs and Risks. Except as expressly set forth in this Agreement, Seller is responsible for any costs or charges imposed on or associated with the Output or the delivery of the Output hereunder up to and at the Delivery Point. Except as expressly set forth in this Agreement, the

Buyer is responsible for any costs or charges imposed on or associated with the Output, or its receipt, after the Delivery Point.

4.3 Environmental Attributes

- (a) Throughout the Term, Seller shall transfer to Buyer, and Buyer shall receive from the Seller, all rights, title and interest in and to the Environmental Attributes, if any, whether now existing or subsequently generated or acquired (other than by direct purchase from a third party) by Seller, or that hereafter come into existence, during the Term, as a component of the Output purchased by Buyer from Seller hereunder. Seller agrees to transfer and make such Environmental Attributes available to Buyer immediately to the fullest extent allowed by applicable law upon Seller's production or acquisition of the Environmental Attributes. Seller agrees that the Contract Price, as applicable is the full compensation for all Environmental Attributes.
- (b) Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of any portion of the Environmental Attributes to any Person other than Buyer.
- (c) During the Term, Seller shall not report to any Person that the Environmental Attributes granted hereunder to the Buyer belong to anyone other than the Buyer, and the Buyer may report under any program that such attributes purchased hereunder belong to it.
- (d) WREGIS. If requested by Buyer, and at Buyer's expense, prior to the Actual Commercial Operation Dates of a Facility, Seller shall register the Facility in WREGIS, and take all other actions necessary to ensure that the Energy or Environmental Attributes produced by the Facility are issued and tracked through WREGIS for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred to Buyer as applicable.
- (e) If Buyer does not elect the use of WREGIS under Section 4.4(d), Seller shall document the production of Environmental Attributes under this Agreement by delivering on an annual basis to Buyer an attestation of Environmental Attributes produced by the Facility and purchased by Buyer in the preceding Contract Year. On or before the Anniversary Date of each year following a Contract Year, Seller shall document the transfer of Environmental Attributes to Buyer under this Agreement by delivering to the Buyer an attestation of Environmental Attributes transferred under this Agreement in the preceding Contract Year. The form of attestation is set forth as Exhibit D [Form of Attestation]. Exhibit D [Form of Attestation] hereto may be updated or changed by Buyer as necessary to ensure that the Buyer receives full and complete title to, and the ability to record with any EA Agency as its own, all of the Environmental Attributes purchased hereunder.

- (f) Documentation. At Buyer's option, the Parties, each at the Buyer's expense, shall execute all such documents and instruments in order to effect the transfer of the Environmental Attributes specified in this Agreement to the Buyer or its designees, as Buyer may reasonably request. Upon notification by an EA Agency that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfer can be recorded. Each Party shall promptly give the other Party copies of all documents it submits to the EA Agency to effectuate any transfers.

4.4 Tax Credits and Financial Incentives

- (a) Buyer agrees to provide Seller information and documentation in support of Seller's rights and interests in Internal Revenue Service tax related benefits. In connection with Buyer's rights and interests in performance based incentive payments to be made under the CSI after the Actual Commercial Operation Date, Seller agrees to cooperate with Buyer, including signing authorizations needed by Buyer, to obtain any such performance based incentives.

ARTICLE 5: BILLING AND PAYMENT

5.1 Billing and Payment

- (a) During the Term on a monthly basis Seller shall invoice Buyer, and Buyer shall make payment for Energy delivered to Buyer, in accordance with Article 4. Such payment is full compensation to Seller for the Delivered Energy received under this Agreement. Invoices furnished by Seller under this Agreement must be in a form acceptable to the Buyer, and must include a unique invoice number.
- (b) All payments shall be made on or before thirty (30) days after receipt of an invoice. Each Party shall make payments by electronic funds transfer, if available, or by other mutually agreeable method(s), to the account designated by the other Party.
- (c) All payments made hereunder shall be made free and clear of any tax, levy, assessment, duties or other charges and except as specifically set forth herein, not subject to reduction, withholding, set-off, or adjustment of any kind.
- (d) Disputed Payments. If a *bona fide* dispute arises with respect to any invoice, Buyer shall pay the undisputed portion of the invoice and state, in writing, the basis for the dispute. If an amount disputed by Buyer is subsequently deemed to have been due pursuant to the applicable invoice, interest shall accrue at the Interest Rate on such amount in dispute from the date becoming past due under such invoice until the date paid.

- 5.2 Allocation of Taxes and Possessory Interest Tax
- 5.3 Buyer shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the Generating Facility or the interconnection of the Generating Facility to the Utility's electric distribution system, including property taxes on the Generating Facility; provided, however, Buyer will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Buyer due to the action or omission of Seller. For purposes of this section, "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility. Nothing shall obligate or cause a Party to pay or be liable to pay Taxes for which it is exempt under the law.

ARTICLE 6: REMOVAL OF GENERATING FACILITY

- 6.1 Removal and Disposal Fund Requirements
- (a) Removal and Disposal Fund – General. In order to ensure that funds are available for the removal of the Generating Facilities and remediation of the Project Sites upon the expiration or termination of this Agreement, Seller agrees to establish an interest bearing escrow account at a federally insured banking institution to hold funds dedicated for such purpose (the "Removal Fund"). The terms for the escrow account shall be reasonably acceptable to the Buyer and the Seller.
- (b) Interest. All interest earned shall become part of the Removal Fund.
- (c) Buyer shall have the right to request and review Removal Fund balances at any point prior to expiration of Term, upon written notice to Seller.
- (d) Deposits. Seller shall make deposits into the Removal Fund in annual amounts of \$6 per KW, on the Actual Commercial Operation Date. Seller shall deposit equal annual amounts on the first day of each subsequent Anniversary Date during the Term. Seller agrees to deposit the annual amount until the Removal Fund (including interest income) has a balance equal to or greater than \$120 per KW of nameplate capacity of the Generating Facilities. Funds from the Removal Fund shall be disbursed, as needed, on a pro-rata per KW basis for individual Project Sites; however, Seller's costs of removal shall not be limited to amounts deposited in the Removal Fund.
- (e) Estimate of Removal Costs. No later than five hundred and forty-five (545) days prior to the expiration of the Term for each Facility, Seller shall provide Buyer a written estimate of the cost to remove the applicable Facility and

restore the applicable Project Site to its condition prior to the installation of the Facility. The Parties shall meet and confer within thirty (30) days after such written estimate is received by Buyer to resolve any concerns regarding such estimated cost.

6.2 Abandonment.

If Seller fails to complete its removal and restoration obligations under this Agreement within one hundred eighty (180) Days of after termination of this Agreement, then, in addition to Buyer's other remedies under this Agreement, at law or in equity for such failure, any part of a Facility and all personal property of Seller not removed from the Project Site within one hundred eighty (180) Days after such termination of this Agreement shall be deemed abandoned by Seller, and shall become the property of Buyer, and Buyer may, at its option, remove and warehouse or otherwise dispose of such property or retain ownership thereof indefinitely, as it determines in its sole discretion. Buyer shall have no liability to Seller for any property deemed abandoned per this Section 6.2.

ARTICLE 7: SELLER'S ADDITIONAL OBLIGATIONS

7.1 Seller shall provide Buyer with an as-built plan set after project completion.

7.2 Seller shall develop, finance, own, maintain and operate the Generating Facilities in accordance with this Agreement including the technical requirements set forth in Exhibits A [Technical and Warranty Requirements] and B [Engineering and Construction Requirements], access rights to the Project Sites, all Requirements of Law, all Permits, the Local Electric Utility Tariffs and Prudent Industry Practice. Additionally, Seller shall obtain the warranties described in Exhibit A [Technical and Warranty Requirements] for the equipment detailed therein.

7.3 Seller agrees to pay Prevailing Wages in connection with the construction and operation of the Generation Facilities. Seller also agrees to plan subcontracting and staffing levels according to its Workforce Plan in Exhibit F [Workforce Plan].

7.4 Milestones

(a) Generally.

Seller shall diligently pursue all Milestones established pursuant to Exhibits A and B, Schedule 8, and the Expected Commercial Operation Date. The Parties agree that time is of the essence in connection with the completion of the Generating Facilities, and that Milestones for the development, financing and construction of the Generating Facilities must be achieved in a timely fashion. Seller will use best commercial efforts to achieve the Milestones mutually agreed to at the time this PPA executed by the Seller and Buyer.

(b) Weekly Reports.

Unless otherwise specified in this Agreement, starting on the Effective Date, Seller shall provide weekly progress reports concerning the progress towards completion of the Milestones. In addition, within five (5) Business Days of the completion of each Milestone, Seller shall provide a certification to the Buyer (along with any supporting documentation) demonstrating the satisfaction of such Milestone. Seller shall provide to the Buyer additional information concerning Seller's progress towards, or confirmation of, achievement of the Milestones, as the Buyer may reasonably request from time to time.

(c) Notice of Failure to Achieve a Milestone.

Upon becoming aware that Seller will, or is reasonably likely to, fail to achieve one or more Milestone(s) by the required date, for any reason including a Force Majeure Event, Seller shall so notify the Buyer in writing immediately. Such notice shall explain the cause of the delay, provide an updated date for achievement of the Milestone(s), and describe Seller's plan for meeting such Milestone(s). Seller's notice will also explain any impact such delay may, or will have, on any other Milestone, and the measures to be taken to mitigate such impact.

(d) Facility Substantial Completion Inspection.

Seller shall notify Buyer when Substantial Completion of a Facility is achieved. At discretion of Buyer, Seller shall schedule and arrange for Buyer to conduct an inspection of the Facility after Substantial Completion. The inspection shall be scheduled for a date, mutually agreeable to Seller and Buyer, which is within ten (10) Business Days of Seller's notification of Substantial Completion of the Facility. Based on the inspection, Buyer may, within ten (10) Business Days of the inspection, prepare and provide to Seller a punch list of any observed defects or deficiencies in the construction work or discrepancies between installed equipment and workmanship and this Agreement. Seller is responsible for completion, correction, or otherwise addressing issues identified by the Buyer, and shall provide a written response to document actions taken in response to the punch list items. If requested by Buyer, Seller shall schedule and arrange a follow-up inspection for Buyer after all punch list items are resolved. All punch list items shall be resolved prior to the Actual Commercial Operation Date of the Facility except those items specifically excepted by mutual agreement between Buyer and Seller.

(e) Force Majeure Event.

In the event that a Force Majeure Event causes any delay in the achievement of a Milestone, such Milestone's deadline may be extended, together with any Force Majeure Event extensions for other Milestones, for a

period not to exceed, in the aggregate, six (6) months. The extension of the deadline for any Milestone shall extend the deadline for all subsequent Milestones, provided that in no event shall the combined extensions for Force Majeure Events for any or all of the Milestones exceed six (6) months. The extension provided for in this Section 7.4 shall be the only effect of a Force Majeure Event on Seller's obligations with respect to the Milestones. Should a Force Majeure Event beyond such six (6) month period, then either Party shall be entitled to terminate this Agreement upon prior written notice to the other Party. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination), and the Buyer shall not be required to pay the Early Termination Fee. For any termination under this section, Seller shall be required to remove any portion of the Facility then installed, and shall remediate and restore the Project Site to the condition preceding the installation of the applicable Generating Facility as set forth in Section 10.5.

(f) Waiver of Right.

The Buyer may, at its discretion, grant waivers for Seller's failure to meet any of the Milestones, but in no way shall any such waiver constitute a waiver of any future failures by Seller to meet other Milestones.

7.5 Compliance: Seller shall, in its own name and at its own expense, seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, all Permits and other authorizations that are required by any Requirements of Law, the Local Electric Utility Tariffs or any Governmental Authority as are necessary for Seller to engage in the activities and obligations required by this Agreement.

7.6 Maintenance, Audit and Inspection of Records

(a) Maintenance of Records. Seller shall maintain any and all documents and records which demonstrate performance under this Agreement and any lease or license relating to the Generating Facilities, and all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to Buyer for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Seller pursuant to this Agreement.

(b) Inspection. Any documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to Buyer, at any time during regular business hours, upon written request by a designated representative of the Buyer. Seller shall provide copies of such documents to Buyer for inspection at a time and place that is convenient to Buyer.

7.7 Insurance:

Seller shall obtain and maintain the policies of insurance in amounts and with coverage as set forth in Exhibit E [Insurance Requirements] for the term of this Agreement.

7.8 Commissioning Tests:

Seller shall comply with all applicable Local Electric Utility requirements for pre-operational testing. In addition, no later than fourteen (14) days prior to conducting its Commissioning Tests, Seller shall notify Buyer of the date on which it intends to conduct such tests. Within seven (7) days of the successful completion of Seller's Commissioning Tests, Seller shall provide to Buyer written notification of the Actual Commercial Operation Date, including any relevant data demonstrating that Actual Commercial Operation has occurred. Buyer has the right to be present during any Commissioning Test, and to receive all information, including meter and performance data associated with such tests. Seller may change the date for such tests upon written notice to Buyer, provided that Buyer has at least fourteen (14) days' notice of the date of such tests.

7.9 Obligation to Interconnect:

Seller shall be responsible for the interconnection of the Facility to the Project Site electrical system and shall be solely responsible for all equipment, maintenance, and repairs associated with such interconnection equipment in accordance with the terms and conditions of this Agreement. Buyer shall at all times own and be responsible for the operation and maintenance of the Project Site electrical system at and from the Delivery Point.

Seller, with Buyer's assistance, shall, at its own cost and expense, enter into net metering arrangements by executing such agreements, including Interconnection Agreements, as may be required by the Local Electric Utility to permit the interconnection of the Facility with the Project Site electrical system and to allow any output of the Facility not consumed by the Project Site to flow to the Local Electric Utility. Seller shall promptly provide copies of such agreements and arrangements to Buyer when executed. Seller shall be responsible for all costs under any Interconnection Agreement and any other agreements with the Local Electric Utility including but not limited to the costs of any upgrades to the Transmission System associated with the Interconnection of the Project Site electrical system. Per California net metering laws, there are no interconnection fees.

7.10 Facility Conformance to Buyer Specifications. Seller shall assure that each Facility remains in conformance with the most recent version of the as-built drawings approved by the Buyer and all specifications and requirements of this Agreement during the Term, including when maintenance is performed or when

modifications are implemented. Seller has the right to modify the design of the Facility subject to the Buyer's approval, not to unreasonably conditioned, delayed, or withheld. Buyer may, at any time, prepare and provide to Seller a letter or notice of any observed defects, deficiencies or deviations between each Facility and the most recent version of the as-built drawings approved by the Buyer, or any specification or requirement of this Agreement. Within twenty (20) Days of Buyer's notification, Seller shall correct or address the issue(s) or propose to Buyer a reasonable schedule for correcting or addressing the issue(s). The schedule shall be subject to the written consent of the Buyer, which consent shall not be unreasonably withheld or delayed.

7.11 Coordination with Local Electric Utility and Western Electricity Coordinating Council ("WECC")

(a) Local Electric Utility and WECC Standards. Each Party shall undertake its obligations under this Agreement in compliance with all applicable (i) operating policies, criteria, rules, guidelines, tariffs and protocols of the Local Electric Utility; (ii) WECC scheduling practices; and (iii) Prudent Utility Practices.

(b) Start-ups and Shut-downs. Seller shall coordinate all Facility start-ups and shut-downs, in whole or in part, with Buyer in accordance with the reasonable protocols established by Buyer in Exhibit C [Operations Forecasts, Scheduling Protocols, & Monitoring].

7.12 Seller and Buyer shall use commercially reasonable efforts to minimize the number and duration of Outages during periods when the Facility otherwise would be able to produce Energy. Seller's Planned Outages shall be limited to no more than five (5) calendar days per Contract Year. Seller is responsible for all expenses and costs associated with all requirements and timelines for generation Outage scheduling. Planned and forced Outages shall be coordinated between Seller and Buyer in accordance with Exhibit C [Operations Forecasts, Scheduling Protocols, & Monitoring].

(a) Buyer Act Outages. For each Facility, Buyer shall be permitted to be off line for a total of forty-eight (48) Daylight Hours per Contract Year during the Term, during which hours Buyer shall not be obligated to accept or pay for Output from a Facility. If Buyer's outages exceed a total of forty-eight (48) hours, Seller shall estimate the Deemed Generated Energy for such outages and invoice Buyer for such amount. In the event that a Buyer Act results in a Disruption Period that is greater than thirty (30) calendar days in any Contract Year, or more than eighty (80) days in the aggregate when added to all prior Disruption Periods, then Buyer shall (i) pay Seller for all work required by Seller to disassemble or move the Facility, which work shall be undertaken within thirty (30) days of Buyer notice to Seller, and (ii) continue to make all payments for the Energy that was expected to be delivered during such Disruption Period exceeding thirty (30) days annually, or eighty

(80) days in aggregate, and (iii) reimburse Seller for lost revenue associated with any Existing Financial Incentives recaptured by a Governmental Authority during such Disruption Period exceeding thirty (30) days annually, or eighty (80) days in the aggregate. For the purpose of calculating estimated Energy and lost revenue for such Disruption Periods, Energy shall be deemed to have been produced at the average rate over the preceding twelve (12) months (or, if the Disruption Period occurs within the first twelve (12) months of operation, the average over such period of operation).

7.13 Transmission and Distribution Maintenance Information: If either Party receives information from the Local Electric Utility regarding maintenance that will directly affect the Generating Facilities, it will provide the information promptly to the other Party.

7.14 Modifications to the Generating Facilities After Its Applicable Actual Commercial Operation Date

After the Actual Commercial Operation Date of a Facility, Seller shall have no right to change, replace or alter the Facility nor attach fixtures or erect additions or structures in or upon the Facility (collectively "Alterations") without receiving prior written approval of Buyer prior to undertaking any such Alterations. Seller shall submit to Buyer detailed and complete plans and specifications for the proposed Alterations. To the extent any change, replacement or alteration consists solely of modification or replacement of like-kind equipment it shall not be deemed to be an Alteration. Buyer shall not unreasonably delay, condition or withhold written approval of Seller's proposed Alteration, provided that such Alteration shall impose no additional burdens or obligations on Buyer. As a condition to consenting to the Alterations, Buyer may impose reasonable requirements, including the reimbursement of any costs incurred by Buyer in responding to Seller's request or inspecting such Alterations. Any such Alterations performed by Seller shall be performed in accordance with all Applicable Laws and Requirements, including any and all necessary Permits and approvals to be obtained from Buyer. Seller agrees to provide Buyer with sufficient advance notice of any proposed Alterations to allow the coordination and consideration by Buyer of the construction schedule for such Alterations. Notwithstanding the foregoing, Seller's routine repair, replacement, or maintenance of the equipment components of the Facility shall not require Buyer's consent, but shall require sufficient advance notice to Buyer.

ARTICLE 8: FORCE MAJEURE

8.1 Force Majeure Events

(a) Excuse. Subject to Article 8.2 below, and except as expressly set forth herein, neither Party shall be considered in default under this Agreement for any delay or failure in its performance under this Agreement (including any

obligation to deliver or accept Output) if such delay or failure is due to a Force Majeure Event. "Force Majeure Event" means an event or circumstance that:

- (i) was not anticipated on the Effective Date.
 - (ii) is not attributable to the fault or negligence or action or inaction on the part of that Party;
 - (iii) is caused by factors beyond that Party's reasonable control; and
 - (iv) Despite taking all reasonable technical and commercial precautions and measures to prevent, avoid, mitigate or overcome such event and the consequences thereof, the Party affected has been unable to prevent, avoid, mitigate or overcome such event or consequences.
- (b) Subject to this Article 8, a "Force Majeure Event" may include, but is not limited to:
- (i) acts of Nature such as storms, floods, lightning and earthquakes;
 - (ii) sabotage or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement;
 - (iii) Local Electric Utility transmission system or distribution system outage or failure not caused by Seller or Seller activities;
 - (iv) war, riot, acts of a public enemy or other civil disturbance;
 - (v) strike, walkout, lockout or other significant labor dispute;
 - (vi) theft, vandalism, accidents, or construction related power interruptions and mechanical moves; and
 - (vii) a Budgetary Non-Appropriation Event (as defined in Section (d) below)
- (c) Exclusion. "Force Majeure Event" does not include the following:
- (i) economic hardship of either Party except pursuant to 8.1(d);
 - (ii) an Outage, except if caused directly by an event or circumstance that meets the requirements set forth in this Article 8.1;
 - (iii) failure or delay in the granting of Permits;

- (iv) failures or delays by the Local Electric Utility in entering into, or performing under, all agreements with Seller contemplated by this Agreement;
- (v) insufficiency, unavailability, failure, or diminishment of solar resource, except as a result of an event that would otherwise qualify as a Force Majeure Event
- (d) Notwithstanding anything to the contrary, due to the constitutional limitations on Buyer it may choose not to appropriate funds for the procurement of any utility services for Buyer for a particular fiscal year (a "Budgetary Non-Appropriation Event"). During a Budgetary Non-Appropriation Event, if the Buyer does not otherwise have other funds available to make payments otherwise due under this Agreement, the Buyer is not obligated to pay for (and the Seller shall not be required to deliver) any services provided under this Agreement until the Budgetary Non-Appropriation Event has terminated; *provided* that Buyer shall reimburse Seller for payments of any energy delivered during a Budgetary Non-Appropriation Event if funds for utility services are appropriated retroactively. Buyer agrees that it shall use its best efforts to seek appropriation for utility services during the term of this Agreement. If a Budgetary Non-Appropriation Event continues for more than 180 days, Seller (but not Buyer) may terminate this Agreement.

8.2 Conditions

- (a) In addition to the conditions set forth in Article 8.1(a) above, a Party may rely on a claim of a Force Majeure Event to excuse its performance only to the extent that such Party:
 - (i) provides prompt written notice of such Force Majeure Event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement;
 - (ii) exercises all reasonable efforts to continue to perform its obligations under this Agreement;
 - (iii) expeditiously takes action to correct or cure the event or condition excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the problem; provided, however, that settlement of strikes or other labor disputes shall be completely within the sole discretion of the Party affected by such strike or labor dispute;
 - (iv) exercises all reasonable efforts to mitigate or limit damages to the other Party; and

- (v) provides prompt written notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.

8.3 Termination Due To Force Majeure Event

In addition to and without limiting any other provisions of this Agreement, if a Party is prevented from performing its material obligations under this Agreement for a period of three hundred and sixty-five (365) consecutive days or more (whether full or partial days) due to a Force Majeure event, the other Party may terminate this Agreement, without liability of either Party to the other, upon thirty (30) days written notice after the Force Majeure Event. In the event that a Facility is unable to function for a period of three hundred and sixty-five (365) consecutive days and this Agreement as it relates to that Facility is thereby terminated, Seller shall be responsible for removing the applicable Facility and restoring the Project Site where the applicable Facility was installed to its pre-installation condition within ninety (90) days after provision of written notice. Seller agrees to work in good faith to keep Buyer informed of its plans to address the Force Majeure Event. If such Force Majeure Event results in a Facility being unable to function for a period of eighty consecutive (80) days then within ten (10) days of such event, Seller shall present Buyer with a plan to restore the Facility. For avoidance of doubt, Seller termination for a Force Majeure Event under Section 8.1(b)(vii) (Budgetary Non-Appropriation Event) shall be in accordance with the timeframes set forth in Section 8.1(d).

ARTICLE 9: DISPUTE RESOLUTION

- 9.1 The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within fifteen (15) days after the date that a Party gives written notice of such Dispute to the other Party, other than the Seller's failure to comply with the Preliminary Requirements in Section 3.7 for which a specific Buyer termination procedure exists pursuant to Section 3.9 which shall not require compliance with Section 9.1. Except to the extent that this Agreement expressly permits a Party to suspend performance, pending final resolution of a Dispute, the Parties shall each proceed diligently and faithfully with performance of their respective obligations under this Agreement. If the Dispute remains unresolved, either Party may require that a non-binding mediation take place. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (3) hours with a mediator mutually agreeable to the parties whom they choose together, and share costs for such equally.
- 9.2 Notwithstanding anything to the contrary, this Article is not intended to limit or restrict the rights of either Party to seek any judicial remedy or otherwise negate the requirements of the Government Claims Act, if applicable.

ARTICLE 10: DEFAULT & REMEDIES

10.1 Events of Default Generally.

The following is a list of non-exclusive events of default (each, an "Event of Default," and collectively "Events of Default") They shall constitute a Seller's default or Buyer's default as specified below and are in addition to those Events of Default specified in Sections 10.2 and 10.3:

- (a) Seller delivers to Buyer, without Buyer's consent, energy or other product from a resource other than the Generating Facilities specified in this Agreement; or
- (b) If, for twelve (12) consecutive months, a facility does not meet fifty percent (50%) of the expected annual contract quantity for such twelve-month period as specified in schedule 7 of this Agreement after adjustments for weather and lost output events; or
- (c) Seller sells or transfers output to any person other than Buyer, except as may be permitted herein; or
- (d) Either Party fails to maintain any insurance required pursuant to this Agreement, and such failure is not cured within five (5) business days after notice by the other party; or
- (e) A court shall have made or entered any decree or order: (i) adjudging a Party to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of such Party or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof; (iii) appointing a receiver, trustee or assignee of such Party in bankruptcy or insolvency or for its property; (iv) directing the winding up or liquidation of such Party and such decree or order shall have continued for a period of sixty (60) days; or (v) such Party shall have voluntarily submitted to or filed a petition seeking any such decree or order; or
- (f) The sequestration or attachment of or execution or other levy by a Governmental Authority on a Party's interest in this Agreement or the Project Site or any improvements located thereon shall have occurred and such Party shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such levy, whichever first occurs; or
- (g) The occurrence of any act or omission on the part of a Party which operates to suspend, revoke or terminate any certificate, permit, franchise, approval, authorization or power necessary for a Party to lawfully conduct the operations which a Party is required or permitted to conduct on the Project Site and the defaulting Party fails to cure such breach within thirty (30) days

after the non-defaulting Party's written notice or (B) fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed; or

- (h) A mechanics lien is filed against the Facility because of any act or omission of the Seller that has not been discharged, bonded or contested by the Seller in good faith by proper legal proceedings within twenty (20) calendar days after receipt of notice.

10.2 Seller Defaults and Buyer Remedies

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

- (i) A Bankruptcy Event shall have occurred with respect to Seller;
- (ii) Seller fails to pay Buyer any undisputed amount owed under this Agreement within sixty (60) days after receipt of notice from Buyer of such past due amount;
- (iii) Seller breaches any material term of this Agreement, (including, where applicable to Seller, the circumstances listed in Section 10.1), and (A) if such breach can be cured within thirty (30) days after Buyer's written notice of such breach and Seller fails to so cure, or (B) Seller fails to commence and pursue a cure within such thirty (30) day period if a longer cure period is needed; and
- (iv) Any material representation or warranty made by Seller hereunder is false or misleading in any material respect and such misrepresentation is not cured within ten (10) business days from the earlier of (a) written notice from the Party affected by the misrepresentation and (b) the actual discovery or determination by any responsible personnel of a Party of its misrepresentation; provided, that if the Party that has made the misrepresentation commences an action to cure such misrepresentation within such ten (10) business day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional thirty (30) days after the expiration of the initial ten (10) business day period.

- (b) Buyer's Remedies. If a Seller Default described in Article 10 has occurred and is continuing, in addition to all rights and remedies expressly provided herein, Buyer may terminate this Agreement and exercise any other remedy it may have at law or equity or under this Agreement; provided that no such termination or exercise of remedies may occur unless and until written notice of Seller Default has been delivered by Buyer to each Financing Party – the identity of which Seller will have provided to Buyer, and such Seller Default has not been cured within thirty (30) days of delivery of such notice or a

Financing Party has failed to commence and pursue a cure to the reasonable satisfaction of the Buyer within such thirty (30) day period if a longer cure period is needed. Any Financing Party is an intended third-party beneficiary of this Article 10. Upon Buyer's exercise of termination rights pursuant to this subsection, Buyer may, at its option, provide written notice to Seller to remove the Facility from the Project Site of the Buyer. If Buyer makes such election, Seller shall be responsible for removing the Facility at its own cost and restoring the site where the Generating Facility was installed to its pre-installation condition, within 180 days of provision of written notice.

- (c) No Early Termination Fee. Buyer's exercise of its rights under this section 10.2 will not obligate it to pay an Early Termination Fee.

10.3 Buyer Defaults and Seller Remedies

- (a) Buyer Default. The following events shall be defaults with respect to Buyer (each, a "Buyer Default"):
- (i) A Bankruptcy Event shall have occurred with respect to Buyer;
 - (ii) Buyer fails to pay Seller any undisputed amount owed under the Agreement within sixty (60) days after receipt of notice from Seller of such past due amount, which Seller shall send to Buyer 45 days after amount is due;
 - (iii) Buyer breaches any material term of this Agreement, (including where applicable to Buyer, the circumstances listed in Article 10.1), if (A) such breach can be cured within thirty (30) days after Seller's notice of such breach and Buyer fails to so cure, or (B) Buyer fails to commence and pursue said cure within such thirty (30) day period if a longer cure period is needed;
 - (iv) Buyer's modification or change in use of the Project Site that will or would reasonably be expected to impact the Output of the Facility without Seller's prior written consent; and
 - (v) Buyer's failure to provide Access Rights to a Facility as required pursuant to Schedule 1.
- (b) Seller's Remedies. If a Buyer Default described in Article 10 has occurred and is continuing, in addition to all rights and remedies provided at law or in equity, and all the rights and remedies expressly provided to Seller pursuant to this Agreement, and subject to Article 11, Seller may terminate this Agreement and demand payment of the Early Termination Fee by Buyer as specified in Schedule 2 of this Agreement. Upon such termination, Seller shall remove the applicable Facility and shall remediate and restore the

Project Site to the condition preceding the installation of the applicable Facility as set forth in Section 10.5.

10.4 Limitation of Liabilities

- (a) Except as otherwise specifically and expressly provided in this Agreement, and except as may be included in the Early Termination Fee, neither Party shall be liable to the other Party under this Agreement for any indirect, special or consequential damages, including loss of use, loss of revenues, loss of profit, interest charges, cost of capital or claims of its buyers or members to which service is made.
- (b) Under no circumstances shall the non-defaulting Party be required to make a termination payment or any other payment to the defaulting Party (except for payments due under this Agreement for performance prior to termination).
- (c) To the extent an Event of Default occurs as to an individual Facility, but not all of the Generating Facilities, this Agreement will terminate as to such Facility and will remain in full force and effect as to any Facility not impacted by the default.

10.5 Effect of Termination - Survival of Obligations

- (a) **Removal and Restoration.** Unless the Parties otherwise mutually agree in writing, upon expiration of any Initial or Renewal Terms, or upon termination of this Agreement as to a Facility for any reason other than the exercise of the Purchase Option pursuant to Section 2.2, Seller shall disconnect and remove the Facility from the Project Site and shall remediate and restore the Project Site to the condition preceding the installation of the Facility at no cost to the Buyer. Within one hundred eighty (180) calendar days after payment of the Early Termination Fee, Seller shall remove the Facility and shall remediate and restore the Project Site to the condition preceding the installation of the Facility. If the Facility is located on Buyer's roof, Seller shall ensure that its removal shall not affect the integrity of the roof, including, without limitation, its leak proof capacity (other than ordinary wear and tear). Upon removal of the Facility, Seller shall leave the applicable site in broom-clean condition at no cost to the Buyer. Should Seller fail to comply with any obligation to remove the Facility and restore the Project Site as required herein, Buyer shall be entitled to draw on the Removal Fund in order to fulfill Seller's removal and restoration obligations herein, and if any such funds are exhausted, Buyer may exercise any remedies it may have at law or equity against Seller for failure to comply with the terms herein.
- (b) The following sections shall survive termination or expiration of this Agreement:

- (i) Obligations to pay by either Party that have accrued prior to termination or expiration
- (ii) Indemnification obligations
- (iii) Limitation of liability provisions
- (iv) Obligations to remove the Generating Facility and remediate the Project Site
- (v) Obligations (if any) to repair damage caused by either Party (13.27)
- (vi) Obligations to retain records and provide access to same (13.28)
- (vii) Restriction regarding use of Buyer's name for commercial purposes (13.34)
- (viii) This provision, section 10.5.

10.6 Indemnification

To the fullest extent permitted by law, each Party ("Indemnifying Party") shall defend, indemnify and hold harmless, with counsel of its own choosing (subject to terms of the next paragraph), the other Party, and its permitted successors and assigns, and their elective or appointive board, officers, directors, employees, agents, affiliates and representatives (each, an "Indemnified Party") from and against any and all claims, liability or losses, including but not limited to those losses arising from (i) personal injury or death, (ii) damage to property, (iii) taxes for which the Indemnifying Party is responsible under this Agreement, (iv) fines or penalties payable by the Indemnified Party, or (v) any other actions resulting in damages, losses or liabilities to the extent such losses result from or arise out of or in any way are connected with the Indemnifying Party's performance of this Agreement or, in the case of Seller, the design, construction, use, operation, maintenance, or removal of a Facility, except as may arise solely from the negligence, willful misconduct or violation of law by the Indemnified Party, its officers, employees, subcontractors or agents. Notwithstanding the above, an Indemnifying Party shall not be required to defend, indemnify and hold harmless an Indemnified Party for the Indemnified Party's own negligent acts, omissions or willful misconduct. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence.

The Indemnifying Party shall defend any claims, liabilities, or lawsuits at its cost and expense. The Indemnifying Party shall defend the Indemnified Party by counsel (including insurance counsel) of the Indemnifying Party's selection reasonably satisfactory to the Indemnified Party, with respect to any claims within

the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No Indemnified Party shall take any action relating to such claims or actions within the indemnification obligations hereof without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and no Indemnifying Party shall settle any such claims without the Indemnified Party's prior written consent, unless the settlement includes a full and unconditional release of claims against the Indemnified Party.

If Indemnifying Party refuses or fails to undertake or diligently prosecute such defense on behalf of Indemnified Party, Indemnified Party will have the right to provide its own defense, and Indemnifying Party will reimburse Indemnified Party for such expenditures, including reasonable attorney's fees and costs. Indemnifying Party's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of Indemnified Party or any other person, except as may arise solely from the negligence or solely from the willful misconduct of the Indemnified Party, its officers, employees or agents, and shall apply without limitation to claims and litigation arising under the Americans with Disabilities Act, inverse condemnation, or any other statutory or legal theory. All obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

To the extent that a portion of Seller's services under this Agreement are design professional services subject to Civil Code Section 2782.8, and to the extent that a particular claim or litigation arises from such design professional services, Seller's obligations under this Section shall be subject to any applicable limitations mandated by Civil Code Section 2782.8.

Seller shall, at its own expense, indemnify, defend, settle, and hold harmless the Buyer and its agencies against any claim or potential claim that any service, technology or good provided by Seller to Buyer under this Agreement, or Buyer's use thereof, infringes any patent, trademark, copyright or other intellectual property rights, including trade secret rights. Seller shall pay all costs, damages and attorneys' fees that a court awards against Buyer as a result of any such claim.

ARTICLE 11: REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Seller's Representations, Warranties and Covenants

- (a) Seller represents, warrants, and covenants to the Buyer that as of the date of the execution of this Agreement:
- (b) Seller is duly organized and validly existing as a California limited liability company, and has the lawful power to engage in the business it presently

conducts and contemplates conducting in this Agreement and Seller is duly qualified in each jurisdiction wherein the nature of the business transacted by it makes such qualification necessary;

- (c) Seller has the legal power and authority to make and carry out this Agreement and to perform its obligations hereunder; all such actions have been duly authorized by all necessary proceedings on its part;
- (d) This Agreement has been duly and validly executed and delivered by Seller and, as of the Effective Date, constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms against Seller, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity;
- (e) There are no actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened in writing against Seller, at law or in equity before any Governmental Authority, which individually or in the aggregate are reasonably likely to have a materially adverse effect on the business, properties or assets or the condition, financial or otherwise, of Seller, or to result in any impairment of Seller's ability to perform its obligations under this Agreement;
- (f) Seller will deliver to Buyer at the Delivery Point the Delivered Energy free and clear of all liens, security interests, claims and encumbrances or any interest therein, or thereto, by any Person.
- (g) Prior to conveyance to Buyer, Seller holds and will hold throughout the Term, the rights to all Environmental Attributes, which it has conveyed and has committed to convey to Buyer hereunder; and
- (h) The execution, delivery and performance of this Agreement by Seller will not conflict with its governing documents, any applicable laws, or any covenant, agreement, understanding, decree or order to which Seller is a party or by which it is bound or affected.

11.2 Seller's Additional Representations, Warranties and Covenants

- (a) Seller warrants, represents and covenants that all of its operating and maintenance personnel shall be adequately qualified and trained throughout the term of this Agreement.
- (b) Seller shall conform to all requirements in Exhibits A and B of this Agreement and shall operate and maintain the Generating Facilities in accordance with Prudent Industry Practices.

- (c) Seller covenants to maintain and repair the Project Sites if such maintenance and repairs are necessary as a direct result of Sellers' authorized or permitted use, including without limitation, the repair of any roofs to the reasonable satisfaction of Buyer.

11.3 Buyer Representations and Warranties

Buyer represents and warrants to Seller that as of the Effective Date of this Agreement:

- (a) Buyer has the legal power and authority to make and carry out this Agreement and to perform its obligations hereunder and all such actions have been duly authorized by all necessary proceedings on its part; and
- (b) This Agreement has been duly and validly executed and delivered by Buyer and, as of the Effective Date, constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms against Buyer, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity; and
- (c) There are no actions, suits, proceedings or investigations pending or, to the knowledge of Buyer, threatened in writing against Buyer, at law or in equity before any Governmental Authority, which individually or in the aggregate are reasonably likely to result in any impairment of the Buyer's ability to perform its obligations under this Agreement. Seller and Buyer further understand and agree that the Buyer is entering into this Agreement in its capacity as a purchaser of electric power. Nothing in this Agreement shall limit in any way Seller's obligation to obtain any required approvals from departments, boards, commissions or governmental entities having jurisdiction over this Agreement. By entering into this Agreement, Buyer is in no way modifying Seller's obligation to cause the Generating Facility to be installed and operated in accordance with all Requirements of Law.
- (d) Buyer represents that during the five (5) year period prior to the Effective Date, Buyer sufficient funds for the procurement of utility services have been appropriated by the County.

ARTICLE 12: ASSIGNMENT AND FINANCING

12.1 Collateral Assignment and Assignment to Financing Parties

Buyer acknowledges that Seller will be financing the acquisition, operation, and/or installation of a Facility or the Generating Facilities through a lessor, lender, or with financing accommodations from one or more financing institutions (each a "Financing Party"), and that Seller may assign, or in the case of a sale-leaseback transaction, sell and lease back, the Generating Facilities and/or may

secure Seller's obligations to a Financing Party by a pledge or collateral assignment of this Agreement and a first security interest in the Generating Facilities (a "Collateral Assignment"). In order to facilitate a Collateral Assignment by Seller, and with respect to any Financing Party of which Seller has notified Buyer in writing, Buyer agrees to take any reasonable action and provide any documentation reasonably requested by Seller in connection with such a transaction, and agrees as follows:

- (i) Buyer consents to the collateral assignment by Seller to a Financing Party that has provided financing for a Facility or the Generating Facilities, of the Seller's right, title and interest in and to this Agreement.
- (ii) Buyer will deliver to the Financing Party, concurrently with delivery thereof to Seller, a copy of each notice of default given by Buyer under this Agreement, inclusive of a reasonable description of Seller default.

Any Collateral Assignment by Seller shall not release either Party of its obligations hereunder. In the event that a Financing Party exercises its right to assume all of Seller's rights, interests and obligations under this Agreement, it shall do so in writing.

12.2 Assignment. Except as otherwise provided in Section Article 12.1 Seller shall not sell, transfer or assign the Seller's rights and obligations under this Agreement, or any interest in this Agreement (collectively, a "Full Assignment"), without the prior written consent of Buyer, provided, however, that, without the prior consent of Buyer, Seller may fully assign this Agreement to an Affiliate of Seller, if Affiliate is wholly owned by Seller. For any assignment requiring Buyer's consent, Buyer has thirty (30) days to approve or deny Seller's written request for Full Assignment (unless the parties mutually agree in writing to a longer period). Upon the completion of a Full Assignment by Seller that follows the requirements of this Agreement, the term "Seller" shall mean the Assignment Assignee. Buyer's consent to any Full Assignment shall not be unreasonably withheld, conditioned or delayed if Buyer has been provided with proof to the Buyer's reasonable satisfaction that the proposed assignee (and subcontractor(s) with whom it has an active contract):

- (e) has experience in operating and maintaining fuel cell or solar PV systems, as applicable, greater than or equal to that of Seller; and
- (f) has the financial capability and credit rating equal to or greater than that of Seller; and
- (g) has the ability to maintain the Facility and provide the services provided pursuant to this Agreement in the manner required by this Agreement; and
- (h) provides proof that it complies with the Removal Fund requirements of this Agreement.

Seller will not sell, lease, or otherwise convey its interest in the Facility to any Person unless it also makes a Full Assignment to such Person and such assignment is permitted by this Agreement. Assignments or transfers not permitted or in compliance with this section will be null and void. Any assignment by Seller without required prior written consent of Buyer shall not release Seller of its obligations hereunder.

12.3 Rights of Assignees Upon Event of Default.

In the case where a Seller has defaulted under its obligations under this Agreement, any Financing Party shall have the right but not the obligation to (a) cure such default on Seller's behalf, including the right to pay all sums due and to perform any other act, duty, or obligation required of Seller hereunder, or cause to be cured any default of Seller hereunder in the time and manner provided by the terms of this Agreement, or (b) assume the Seller's obligations under this Agreement within 45 days of the Seller's default. For avoidance of doubt, in the event that a Financing Party exercises its right contemplated in this section, such Financing Party shall assume all obligations under this Agreement as well as assuming all of Seller's rights and interests under this Agreement, and thereafter shall become the Successor-in-Interest to Seller under this Agreement.

- (i) In the event that a Financing Party exercises its right to assume all of Seller's rights, interests, and obligations under this Agreement, it shall so assume in writing, and Seller shall have no further obligation to Buyer unless accrued up to that point and will provide notice to Buyer in writing.
- (ii) Nothing herein requires the Financing Party to cure any default of Seller under this Agreement (unless the Financing Party has succeeded to Seller's interests under this Agreement). Except as provided, Buyer has no obligation to deal with a Financing Party under this Agreement unless it has succeeded to Seller's right, title, and interest under this Agreement and become the Seller hereunder.
- (iii) A Successor-in-Interest shall cure any ongoing Seller Defaults promptly after becoming the Successor-in-Interest and no later than 90 days after becoming Successor-in-Interest. If the Successor-in-Interest does not cure all
 - (1) Seller Defaults, it will also be considered to be in default and Buyer shall have all rights afforded to Buyer against such Successor-in-Interest under this Agreement as in the case of a Seller Default.
- (iv) Buyer will not terminate this Agreement unless it has given the Financing Party prior written notice by sending notice to the Financing Party (at the address provided by Seller) of its intent to terminate or suspend this

Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within the periods provided for in this Agreement. The Parties respective obligations will otherwise remain in effect during any cure period; provided that if such Seller default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, Buyer may agree to extend such period for cure for a reasonable period of time under the circumstances.

- (v) Buyer shall be relieved of its obligations under this Agreement during the period of time a Seller Default has occurred and is continuing and may exercise its termination rights (upon notification to Financing Party and expiration of the applicable cure periods) pursuant to this Agreement (including without limitation, invoking the use of the Removal Fund to have any facilities/equipment removed). If Buyer chooses not to exercise any available termination rights and when the Successor-in-Interest cures any and all Seller Defaults, the respective Buyer and Seller rights and obligations shall resume for the remainder of the Term. No partial or complete waiver of Buyer's rights shall be implied from Buyer's actions pursuant to this paragraph.

12.4 Payments and Notices

If a Collateral Assignee elects to become the Successor-in-Interest, it will be solely responsible for notifying the Seller and any other Collateral Assignees of this intention. The Buyer shall not be responsible for passing any notices, information and/or communications between the Seller and Collateral Assignees. If a Collateral Assignee does become a Successor-in-Interest, Buyer shall make all payments due under this Agreement to an account specified by such Collateral Assignee. For avoidance of doubt, upon the Collateral Assignee becoming the Successor-in-Interest the previous Seller shall not retain any of its rights or obligations under this Agreement and payments made by Buyer to the Successor-in-Interest shall satisfy Buyer's payment obligations under this Agreement.

Seller is solely responsible to provide contact information, including mailing addresses, email addresses and phone numbers for all Collateral Assignment assignees and Full Assignment assignees to Buyer. Buyer shall notify all Collateral Assignment assignees for which it has contact information within 15 days of a Seller Default. Seller shall be solely responsible for any instance where a Collateral Assignment assignee does not receive notice due to the Seller not providing contact information to Buyer.

Collateral Assignee Changes. Buyer acknowledges and agrees that Seller, subject to the terms and conditions of this Agreement may change one or more

Collateral Assignment assignees. In the case that a Seller changes a Collateral Assignment assignee, Seller shall provide Buyer with any relevant, new contact information and payment directions as instructed by Seller. The terms and conditions of this Agreement, apply to any change in Financing Party by Seller. Notwithstanding any language to the contrary, when any assignee chooses to exercise any rights against Buyer, it shall indemnify Buyer per the terms of this Agreement (and shall agree to do so in writing upon request by Buyer) for any claims arising from the exercise of such rights. By way of example and not limitation, such indemnification obligations shall extend to claims by other Financing Parties and Collateral Assignees asserted against Buyer. Any assignee's ability to exercise any rights against Buyer shall be contingent on the assignee's assumption of such indemnification obligations.

ARTICLE 13: OTHER TERMS & CONDITIONS

13.1 NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given three (3) days after being sent by registered or certified mail, return receipt requested; one (1) day after being sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to:

Buyer: As listed in Schedule 3 of this Agreement

Seller: As listed in Schedule 3 of this Agreement

Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

13.2 COMPLIANCE WITH ALL LAWS

The Parties shall at all times comply with all applicable laws, ordinances, rules and regulations. The Parties shall keep themselves fully informed of Buyer's charter, codes, ordinances and regulations and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with all applicable local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. Seller shall procure and maintain all Permits necessary for performance of this Agreement, and shall pay its respective charges and fees in connection therewith. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act, etc. and the standards and regulations issued there under.

13.3 NO DEDICATION

Any undertaking by one Party to the other under any provision of this Agreement shall not constitute the dedication of the Generating Facility or any portion thereof to the public or to any portion thereof.

13.4 NON-WAIVER OF RIGHTS

Waivers of any rights hereunder must be in writing and shall not be implied from performance or usage of trade. The failure of either party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect.

13.5 HEADINGS

All titles, subject headings, Article titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the meaning of the contents or scope of this Agreement.

13.6 NO THIRD PARTY BENEFICIARY

Except as to Seller's Financing Parties referred to in Article 12 of this Agreement, including but not limited to Seller's Financing Parties, who are intended third party beneficiaries of this Agreement and the Grant of Access Rights, neither this Agreement nor the Grant of Access Rights shall not be construed to create rights in, or to grant remedies to, any third party.

13.7 FORWARD CONTRACT

The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

13.8 GOVERNING LAW

This Agreement is made in the State of California and shall be interpreted and governed by the laws of the State of California without regard to conflict of law principles.

13.9 VENUE

In the event that suit shall be brought by either party hereunder, the parties agree that venue shall be exclusively vested in the state courts of California in the City of Menlo Park or if federal jurisdiction is appropriate, exclusively in the

United States District Court in the Northern District of California, Menlo Park, California.

13.10 NATURE OF RELATIONSHIP

- (i) The duties, obligations and liabilities of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Seller and the Buyer or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. A Party shall not have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as or be an agent or representative of or otherwise bind the other Party.
- (j) Seller shall perform pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of Buyer. Seller shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the Buyer and Seller. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of Buyer, nor shall any such person be entitled to any benefits available or granted to employees of the Buyer.
- (k) Seller shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Seller's performing services and work, or any agent or employee of Seller providing same.
- (l) Any terms in this Agreement referring to direction from Buyer shall be construed as providing for direction as to policy and the result of Seller's work only, and not as to the means by which such a result is obtained. Buyer does not retain the right to control the means or the method by which Seller performs work under this Agreement.

13.11 SUBCONTRACTING

All subcontractors shall be subject to background checks and Seller shall notify Buyer of its intent to use a subcontractor prior to such subcontractor's entry on the Project Site. Seller shall be responsible for directing the work of any approved subcontractors and for any compensation due to any approved subcontractors. Seller shall ensure that all Seller subcontractors comply with this Agreement and shall be responsible for such compliance. Seller shall require any or all subcontractors to sign an agreement requiring compliance with this Agreement. Buyer assumes no responsibility whatsoever concerning compensation or any other responsibility or liability to subcontractors.

13.12 GOOD FAITH & FAIR DEALING

The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement: (i) wherever this Agreement requires the consent, approval or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld or delayed; and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

13.13 SEVERABILITY

Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in full force and effect. The Parties will, however, use their best endeavors to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses that correspond as closely as possible to the sense and purpose of the affected provision.

13.14 COUNTERPARTS

This Agreement may be executed in two or more counterparts and by different Parties on separate counterparts, all of which shall be considered one and the same Agreement, and each of which shall be deemed an original.

13.15 COOPERATION

The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

13.16 NECESSARY ACTS AND FURTHER ASSURANCES

The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement. Buyer shall provide Seller estoppels certificates confirming the status of this Agreement and acknowledging that Buyer has no rights in the Generating Facility. Buyer shall obtain, and pay any costs to obtain, all consents required for Buyer to enter into and perform its obligations under this Agreement from Buyer's lenders, landlords and tenants, if any, and those of any other persons with interests in Buyer's real property upon which Seller's personal property is located. These consents shall include estoppels certificates

which recognize the rights of Seller, Seller's Financing Parties, and Seller and Seller's Financing Parties' assignees and successors under this Agreement.

13.17 CONSTRUCTION

The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

13.18 ENTIRE AGREEMENT, INTEGRATION/MERGER CLAUSE

This Agreement, together with all Exhibits and schedules attached hereto, constitute the entire agreement between the Parties and supersedes any and all prior oral or written understandings. No amendment, addition to or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the Parties.

13.19 NON-DISCRIMINATION

Seller shall comply with all applicable Federal, State, and local laws and regulations including Buyer's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Seller shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Seller discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

13.20 NON-EXCLUSIVE CONTRACT

This Agreement does not establish an exclusive contract between the Buyer and the Seller for the purchase of electricity or power or any services. The Buyer expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide electricity, products, support and services; the

right to request proposals from others with or without requesting proposals from the Seller; and the unrestricted right to bid any such product, support or service.

13.21 MODIFICATION

This Agreement may be supplemented, amended, or modified only by the mutual written agreement of the Parties.

13.22 HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the Buyer in connection with this Agreement is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Seller must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

13.23 DISENTANGLEMENT

Seller shall cooperate with Buyer and Buyer's other Sellers to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Seller shall cooperate with Buyer's efforts to ensure that there is no interruption of electricity and no adverse impact on the provision of services or Buyer's activities. Seller shall return to Buyer all Buyer assets or information in Seller's possession. Seller shall deliver to Buyer or its designee, at Buyer's request, all documentation and data related to Buyer, including, but not limited to, the Buyer Data and client files, held by Seller, and Seller shall destroy all copies thereof not turned over to Buyer, all at no charge to Buyer.

13.24 ACCOUNTABILITY

Seller will be the primary point of contact and assume the responsibility of all matters relating to this Agreement, including those involving the manufacturer and/or deliverer and/or any subcontractor, as well as payment issues. If issues arise, the Seller must take immediate action to correct or resolve the issues.

13.25 CONFLICT OF INTEREST

Seller warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement.

13.26 DAMAGE AND REPAIR

Any and all damages to a Party's property caused by the other Party's negligence or operations shall be repaired, replaced or reimbursed by such Party at no charge to the other Party. Repairs and replacements shall be completed within seventy-two (72) hours of the incident, unless the Parties agree to an extension or another time frame, or if such repairs or replacements cannot be completed within such timeframe, then upon notification by the repairing Party then the Parties shall mutually agree on an alternative timeframe to complete such repair or replacement. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from a Party's vehicles or during performance shall be responsibility of such Party. All materials must be cleaned up in a manner and time acceptable to Buyer (completely and immediately to prevent potential as well as actual environmental damage). Seller must immediately report each incident to the Buyer's Public Works Director by calling (650) 330-6740 or by emailing PWSupportStaff@menlopark.org. Damage observed by either Party, whether or not resulting from such Party's operations or negligence shall be promptly reported to the other Party.

13.27 COOPERATION WITH REVIEW

Seller shall cooperate with Buyer's periodic review of Seller's performance. Such review may be conducted on a semi-annual or more frequent basis at the option of the Buyer. Seller shall make itself available onsite to review the progress of the project and Agreement, as requested by the Buyer, upon reasonable advanced notice. Seller agrees to extend to the Buyer or his/her designees and/or designated auditor of the Buyer, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable Buyer, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained. The Seller shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in Buyer audits. The Seller shall pay to Buyer the full amount of any audit determined to be due as a result of Buyer audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

13.28 AUDIT RIGHTS UNDER STATE LAW

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 shall be subject to audit by the State Auditor.

13.29 DEBARMENT

Seller represents and warrants that it, its employees, subcontractors and agents are not suspended, debarred, or excluded from, or ineligible from, receiving

Federal or state funds. Seller must within 30 calendar days advise the Buyer if, during the term of this Agreement, the Seller becomes suspended, debarred or excluded from or ineligible for, receiving Federal or state funds.

13.30 CALIFORNIA PUBLIC RECORDS ACT

The Buyer is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Seller's proprietary information is contained in documents or information submitted to Buyer, and Seller claims that such information falls within one or more CPRA exemptions, Seller must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the Buyer will make best efforts to provide notice to Seller prior to such disclosure. If Seller contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in the State of California before the Buyer's deadline for responding to the CPRA request. If Seller fails to obtain such remedy within Buyer's deadline for responding to the CPRA request, Buyer may disclose the requested information. Seller further agrees that it shall defend, indemnify and hold Buyer harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by Buyer of a CPRA request for information arising from any representation, or any action (or inaction), by the Seller.

13.31 DEBT LIABILITY DISCLAIMER

The Buyer, including, but not limited to, any source of funding for Buyer, any general fund or any special self-insurance program, is not liable for any debts, liabilities, settlements, liens, or any other obligations of the Seller or its heirs, successors or assigns. Buyer is not be liable for and shall be held harmless and indemnified by Seller for any claims or damages arising out of any other contract to which Seller is a party, tort, action or inaction, negligent error in judgment, act of negligence, intentional tort, negligent mistakes or other acts taken or not taken by the Seller, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the Seller. Buyer and its agencies and divisions, has no obligation to defend or undertake the defense on behalf of the Seller or its heirs, successors or assigns.

13.32 USE OF BUYER'S NAME FOR COMMERCIAL PURPOSES

Seller may not use the name of the Buyer or reference any endorsement from the Buyer in any fashion for any purpose, without the prior express written consent of the Buyer.

13.33 PAYMENT OF PREVAILING WAGES

The Seller and all subcontractors under the Seller shall pay all workers on all work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of Menlo Park, pursuant to sections 1770 et seq. of the California Labor Code.

13.34 ACCOUNT MANAGER

Seller must assign an account manager to Buyer to facilitate the contractual relationship, be fully responsible and accountable for fulfilling Buyer's requirements. Seller represents and warrants that such person will ensure that Buyer receives adequate support, problem resolution assistance and required information on a timely basis.

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

SELLER: CEI Solar One, LLC.


By: John J. Curcio
Its: Chief Commercial Officer

BUYER: THE CITY OF MENLO PARK


Alex McIntyre
City Manager

APPROVED AS TO FORM:


William L. McClure
City Attorney for the City of Menlo Park

SG 30 / 36KU



Flexible

- Handy and light, easy to handle without lift machinery assistance, lower the cost of installation and maintenance
- Integrated DC combine and surge protection function, lower the system cost
- DC switch, safe and convenient for maintenance
- DC Fuse current detection and ARC Fault detection



Qualified

- cCSAus, UL 1741, IEEE 1547, IEEE1547.1, CSA C22.2, 107.1-01-2001, FCC Part 15 Sub-part B Class B Limits



Efficient

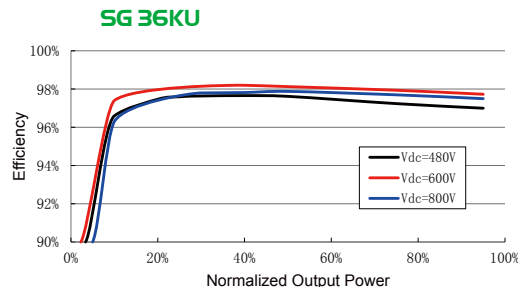
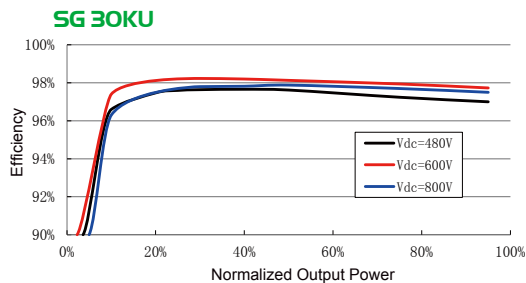
- Max. efficiency at 98.5%, CEC efficiency at 98%
- Wide DC input voltage range, max. 1000V



Grid-friendly

- Active power continuously adjustable (0~100%)
- Reactive power control with power factor adjustment from 0.8 overexcited to 0.8 underexcited

Efficiency Curve



Input Side Data

	SG 30KU	SG 36KU
Max. PV input power	34100W	41000W
Max. input voltage	1000Vdc	
Startup voltage	300V	
Nominal input voltage	710V	
MPP voltage range	280~950Vdc	
MPP voltage range for nominal power	480~850Vdc	560~850Vdc
No. of MPPTs	2	
Max. number of PV strings per MPPT	5	
Max. PV input current(DC1/DC2)	33A*2	
Max. input current for input connector	12A	
Short-circuit current of PV input	40A*2	

Output Side Data

Nominal AC output power	30000W	36000W
Max. AC output power(PF=1)	33300W	39800W
Max. AC output apparent power	33300VA	39800VA
Max. AC output current	40A	48A
Nominal AC voltage	480Vac	
AC voltage range	422~528Vac	
Grid Connection Type	3Ø/3W or 4W+Ground	
Normal output frequency	60Hz	
Grid frequency range	57~63Hz	
THD	< 3 % (nominal power)	
DC current injection	< 0.5%In	
Power factor	> 0.99 default value at nominal power, adj. 0.8 overexcited~0.8 underexcited	

Protection

Anti-islanding protection	Yes
LVRT	Yes
DC reverse connection protection	Yes
AC short circuit protection	Yes
Leakage current protection	Yes
DC switch	Integrated
DC fuse	Integrated
Overvoltage protection	Type III surge arrester (optional Type II DIN rail surge arrester)
AC switch	Optional
AC fuse	Optional

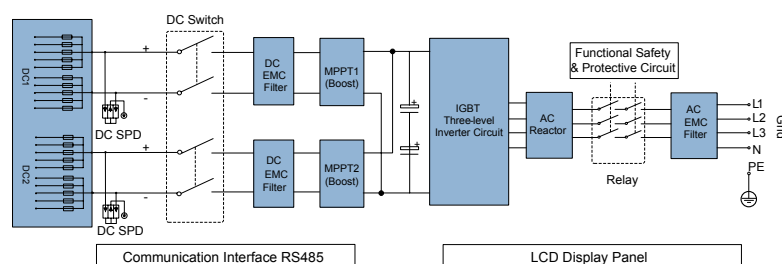
System Data

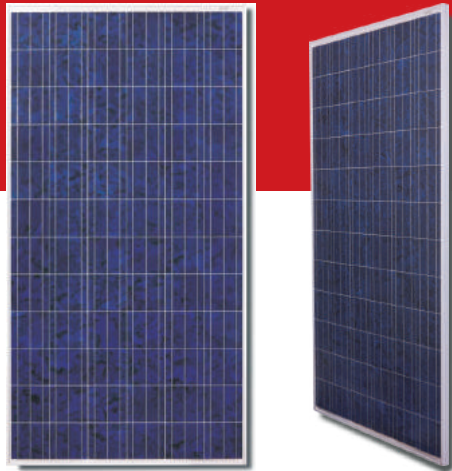
Max. efficiency	98.50%
CEC efficiency	98.00%
Isolation method	Transformerless
Ingress protection rating	NEMA4X
Night power consumption	< 1W
Ambient operating temperature range	-25~ + 60°C (>45°C derating) -13~ +140°F (>113°F derating)
Allowable relative humidity range	0~100%, no condensing
Cooling method	Smart forced air cooling
Max. operating altitude	4000m (>3000m derating) 13123ft (>9842ft derating)
Display	Graphic LCD
Communication	RS485(optional Ethernet)
DC connection type	Screw terminals
AC connection type	Spring clamp terminal
Certification	cCSAus
Safety and EMC Standard	UL 1741, IEEE 1547, IEEE1547.1, CSA C22.2#107.1-01-2001, FCC Part 15 Sub-part B, Class B Limits

Mechanical Data

Dimensions (W*H*D)	622*880*250mm 25*34.6*9.8inch
Mounting method	Wall bracket or floor bracket
Weight	65kg 143lbs

Circuit Diagram





MAX POWER

CS6X-300 | 305P

THE BEST IN CLASS

Canadian Solar's modules are the best in class in terms of power output and long term reliability. Our meticulous product design and stringent quality control ensure our modules deliver an exceptionally high PV energy yield in live PV system as well as in PVsyst's system simulation. Our accredited in-house PV testing facilities guarantee all module component materials meet the highest quality standards possible.

PRODUCT | KEY FEATURES



Excellent module efficiency up to 15.90%



High performance at low irradiance above 96.0%



Positive power tolerance up to 5w



High PTC rating up to 91.90%



Anti-glare module surface available



IP67 junction box long-term weather endurance

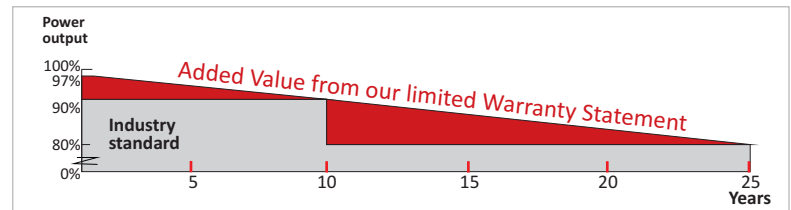


Heavy snow load up to 5400pa



Salt mist, ammonia and blown sand resistance, for seaside, farm and desert environment

PRODUCT | WARRANTY & INSURANCE



25 Year Industry leading linear power output warranty
10 Year Product warranty on materials and workmanship



Canadian Solar provides 100% non-cancellable, immediate warranty insurance

PRODUCT & MANAGEMENT SYSTEM | CERTIFICATES*

IEC 61215 / IEC 61730: VDE / CE / MCS / SII / KEMCO / CEC AU / CQC / INMETRO
UL 1703 / IEC 61215 performance: CEC listed (US) / FSEC (US Florida)
UL 1703: CSA | IEC 61701 ED2: VDE | IEC 62716: TUV | IEC60068-2-68: SGS
PV CYCLE (EU) | UNI9177 Reaction to Fire: Class 1

- ISO9001: 2008 | Quality management system
- ISOTS16949:2009 | The automotive industry quality management system
- ISO14001:2004 | Standards for environmental management system
- QC080000:2012 | The certificate for hazardous substances process management
- OHSAS 18001:2007 | International standards for occupational health and safety



*Please contact your sales representative for the entire list of certificates applicable to your products

CANADIAN SOLAR INC.

Founded in 2001 in Canada, Canadian Solar Inc., (NASDAQ: CSIQ) is the world's TOP 3 solar power company. As a leading manufacturer of solar modules and PV project developer with about 6 GW of premium quality modules deployed around the world in the past 13 years, Canadian Solar is one of the most bankable solar companies in Europe, USA, Japan and China. Canadian Solar operates in six continents with customers in over 90 countries and regions. Canadian Solar is committed to providing high quality solar products, solar system solutions and services to customers around the world.



JKM310P-72

POLY CRYSTALLINE MODULE
290-310 Watt

Jinko Solar introduces a brand-new line of high performance modules in wide application.



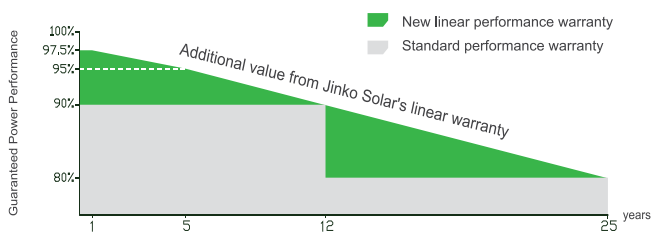
KEY FEATURES

- High module conversion efficiency (up to 15.98%), through superior manufacturing technology
- Perfect module self-cleaning capability, reduce power loss caused by dust (soiling effect)
- Excellent performance in low-light irradiance environment
- Extreme environment durability, low power degradation under high temperature
- Entire module certified to withstand high wind loads (2400 Pascal)

QUALITY & SAFETY

- Positive power tolerance of -0/+3% *
- 10 year warranty on material & workmanship *
- Industry leading power output warranty (12 years/90%, 25 years/80%)
- Premium linear performance warranty *

Premium Performance Warranty



* Based on customer requirements and contract terms

ISO9001:2008、ISO14001:2004、OHSAS18001 certified factory
IEC61215、IEC61730、IEC61701、IEC62716 certified products

APPLICATIONS



On-grid residential roof-tops



On-grid commercial/industrial roof-tops

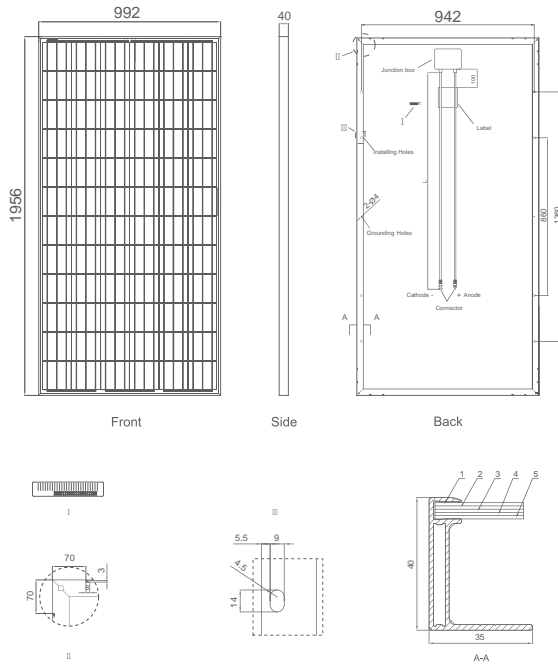


Solar power plants



Off-grid systems

Engineering Drawings

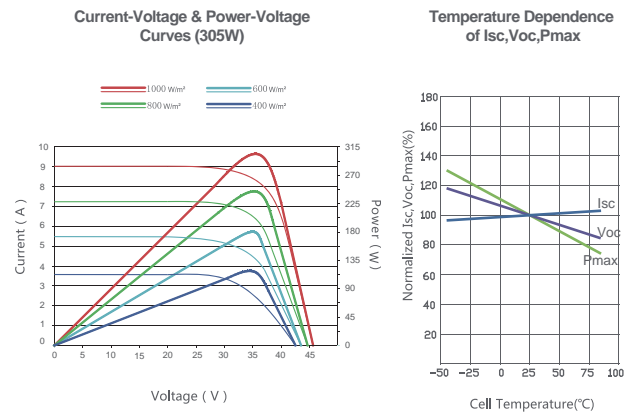


Packaging Configuration

(Two boxes = One pallet)

25pcs/ box, 50pcs/pallet, 550 pcs/40'HQ Container

Electrical Performance & Temperature Dependence



Mechanical Characteristics

Cell Type	Poly-crystalline 156×156mm (6 inch)
No. of cells	72 (6×12)
Dimensions	1956×992×40mm (77.01×39.05×1.57 inch)
Weight	26.5 kg (58.4 lbs.)
Front Glass	4.0mm, High Transmission, Low Iron, Tempered Glass
Frame	Anodized Aluminium Alloy
Junction Box	IP67 Rated
Output Cables	TÜV 1×4.0mm ² ; Length:900mm

SPECIFICATIONS

Module Type	JKM290P		JKM295P		JKM300P		JKM305P		JKM310P	
	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (Pmax)	290Wp	213Wp	295Wp	217Wp	300Wp	220Wp	305Wp	224Wp	310Wp	229Wp
Maximum Power Voltage (Vmp)	35.8V	33.1V	36.2V	33.4V	36.6V	33.5V	36.8V	33.9V	37.0V	34.2V
Maximum Power Current (Imp)	8.11A	6.44A	8.15A	6.50A	8.20A	6.56A	8.30A	6.62A	8.38A	6.68A
Open-circuit Voltage (Voc)	44.9V	41.7V	45.1V	41.8V	45.3V	42.1V	45.6V	42.3V	45.9V	42.5V
Short-circuit Current (Isc)	8.69A	7.03A	8.76A	7.09A	8.84A	7.16A	8.91A	7.21A	8.96A	7.26A
Module Efficiency STC (%)	14.95%		15.20%		15.46%		15.72%		15.98%	
Operating Temperature(°C)	-40°C~+85°C									
Maximum system voltage	1000VDC (IEC)									
Maximum series fuse rating	15A									
Power tolerance	0~+3%									
Temperature coefficients of Pmax	-0.43%/°C									
Temperature coefficients of Voc	-0.32%/°C									
Temperature coefficients of Isc	0.06%/°C									
Nominal operating cell temperature (NOCT)	45±2°C									

STC: Irradiance 1000W/m² Cell Temperature 25°C AM=1.5

NOCT: Irradiance 800W/m² Ambient Temperature 20°C AM=1.5 Wind Speed 1m/s

* Power measurement tolerance: ± 3%



TSM-PD14

THE UTILITY MODULE

72 CELL
MULTICRYSTALLINE MODULE

290-310W
POWER OUTPUT RANGE

16.0%
MAXIMUM EFFICIENCY

0~+3%
POWER OUTPUT GUARANTEE

As a leading global manufacturer of next generation photovoltaic products, we believe close cooperation with our partners is critical to success. With local presence around the globe, Trina is able to provide exceptional service to each customer in each market and supplement our innovative, reliable products with the backing of Trina as a strong, bankable partner. We are committed to building strategic, mutually beneficial collaboration with installers, developers, distributors and other partners as the backbone of our shared success in driving Smart Energy Together.

Trina Solar Limited
www.trinasolar.com



Ideal for large scale installations

- High power footprint reduces installation time and BOS costs



One of the industry's most trusted modules

- Field proven performance
- Strong, reliable supplier



Highly reliable due to stringent quality control

- Over 30 in-house tests (UV, TC, HF, and many more)
- In-house testing goes well beyond certification requirements

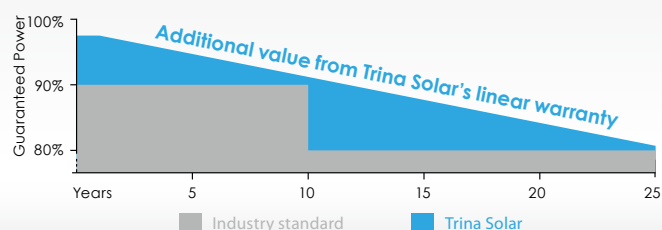


Certified to withstand challenging environmental conditions

- 2400 Pa wind load
- 5400 Pa snow load
- 25 mm hail stones at 82 km/hr

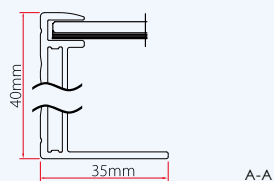
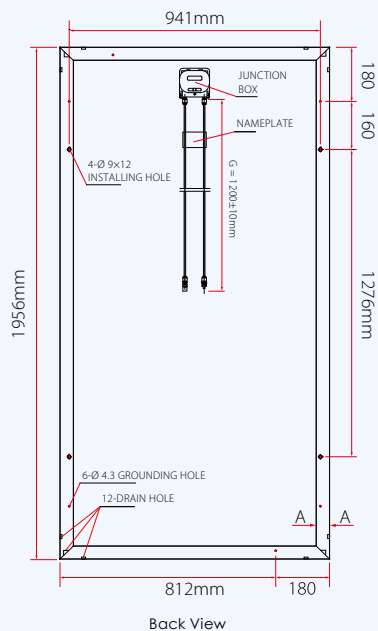
LINEAR PERFORMANCE WARRANTY

10 Year Product Warranty • 25 Year Linear Power Warranty

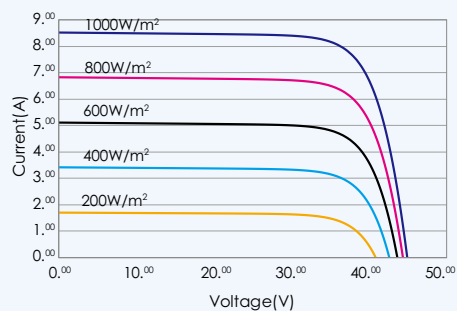


TSM-PD14 THE UTILITY MODULE

DIMENSIONS OF PV MODULE TSM-PD14



I-V CURVES OF PV MODULE TSM-290 PD14



CERTIFICATION



ELECTRICAL DATA @ STC	TSM-290 PD14	TSM-295 PD14	TSM-300 PD14	TSM-305 PD14	TSM-310 PD14
Peak Power Watts- P_{MAX} (Wp)	290	295	300	305	310
Power Output Tolerance- P_{MAX} (%)	0/+3	0/+3	0/+3	0/+3	0/+3
Maximum Power Voltage- V_{MPP} (V)	36.1	36.6	36.9	37.0	37.0
Maximum Power Current- I_{MPP} (A)	8.04	8.07	8.13	8.25	8.38
Open Circuit Voltage- V_{OC} (V)	44.9	45.2	45.3	45.4	45.5
Short Circuit Current- I_{SC} (A)	8.53	8.55	8.60	8.75	8.85
Module Efficiency η_m (%)	14.9	15.2	15.5	15.7	16.0

STC: Irradiance 1000 W/m², Cell Temperature 25°C, Air Mass AM1.5 according to EN 60904-3. Average efficiency reduction of 4.5% at 200 W/m² according to EN 60904-1.

ELECTRICAL DATA @ NOCT	TSM-290 PD14	TSM-295 PD14	TSM-300 PD14	TSM-305 PD14	TSM-310 PD14
Maximum Power- P_{MAX} (Wp)	211	214	218	221	226
Maximum Power Voltage- V_{MPP} (V)	32.6	33.0	33.3	33.4	33.8
Maximum Power Current- I_{MPP} (A)	6.47	6.48	6.55	6.62	6.68
Open Circuit Voltage (V)- V_{OC} (V)	40.9	41.2	41.3	41.4	41.5
Short Circuit Current (A)- I_{SC} (A)	6.97	7.00	7.04	7.17	7.16

NOCT: Irradiance at 800 W/m², Ambient Temperature 20°C, Wind Speed 1 m/s.

MECHANICAL DATA

Solar cells	Multicrystalline 156 × 156 mm (6 inches)
Cell orientation	72 cells (6 × 12)
Module dimensions	1956 × 992 × 40 mm (77 × 39.05 × 1.57 inches)
Weight	27.6 kg (60.8 lb)
Glass	High transparency solar glass 4.0 mm (0.16 inches)
Frame	Anodized aluminium alloy
J-Box	IP 65 or IP 67 rated
Cables	Photovoltaic Technology cable 4.0 mm ² (0.006 inches ²) , 1200 mm (47.2 inches)
Connector	MC4-EVO 3

TEMPERATURE RATINGS

Nominal Operating Cell Temperature (NOCT)	45°C (±2°C)
Temperature Coefficient of P_{MAX}	- 0.44%/°C
Temperature Coefficient of V_{OC}	- 0.33%/°C
Temperature Coefficient of I_{SC}	0.046%/°C

MAXIMUM RATINGS

Operational Temperature	-40~+85°C
Maximum System Voltage	1000V DC(IEC)/1000V DC(UL)
Max Series Fuse Rating	15A

WARRANTY

10 year Product Workmanship Warranty

25 year Linear Power Warranty

(Please refer to product warranty for details)

PACKAGING CONFIGURATION

Modules per box: 25 pieces

Modules per 40' container: 550 pieces



895 Edgeley Blvd., Vaughan, ON L4K 4V9 Tel: (905) 760-8618 Fax: (905) 760-1158

STANDARD WARRANTY CONTRACT

1.0 DEFINITIONS

- 1.1. The warrantor for the limited warranties set forth herein is Sungrow Canada Inc., as well as Sungrow Power Supply Co., Ltd. ("Sungrow").
- 1.2. The "Product" means the photovoltaic Inverters and peripheral devices manufactured by Sungrow and purchased from Sungrow by End-user.
- 1.3. The "Warranty" means this limited warranty contract for Sungrow Product.
- 1.4. "End-user" means the owner of the Product for which Service will be performed under the Plan.
- 1.5. "Distributor" means an entity who runs a non-competing business and buys Sungrow products or product lines, warehouses them, and resells them to retailers or directly to the end user or customer.
- 1.6. "Manual" means the current Sungrow installation, operation and maintenance guide for the Product covered under this Warranty.
- 1.7. The "Registration Form" is the Photovoltaic Inverter Warranty Registration Form as set forth in Exhibit A of this Warranty. The Registration Form must be completed and returned to Sungrow.
- 1.8. "Service" means a site visit or remote services by Sungrow technicians in response to a claim.
- 1.9. "Site" means the location of End-user's Product that is covered under this Warranty.
- 1.10. "Warranty Period" means the period of time the Product is covered under this Warranty.

2.0 LIMITED WARRANTY

- 2.1. Sungrow warrants that Sungrow products (the "Warranted Items") are free from defects in material and workmanship. Sungrow has sole responsibility and discretion for determining the cause and nature of a product defect, and Sungrow's determination with regard thereto shall be final.
- 2.2. This Warranty extends to the End-user of the Sungrow products, including any subsequent operator or a lessee or assignee of a lease, at the same site during the warranty period of the Product purchased by the End-user, with the exception that the continuation of the Warranty for an installed Product relocated to another site is subject to a site inspection by Sungrow at the new site prior to installation, at End-user's expense.
- 2.3. If, in the opinion of Sungrow, a Warranted Item is defective and the defect is within the terms of this Warranty, Sungrow is obligated to repair or replace such defective item (including by providing service, parts and labor, as applicable), at the option of Sungrow. The Warranted Item will be repaired or replaced onsite at the End-user's location or such other location as mutually agreed upon in advance by Sungrow and the End-user.
- 2.4. Sungrow and the End-user shall mutually agree upon the conduct of any tests required to determine whether a Product is defective in advance of conducting such tests. Sungrow reserves the right to supply a different inverter model to settle warranty claim. Any parts that are replaced may be new or reconditioned. All parts replaced by Sungrow shall become the property of Sungrow.
- 2.5. All Work repaired or replaced pursuant to this contract will also be subject to the provisions of this Article 2.0 to the same extent as Work originally performed, except that the warranty period with respect thereto will run twelve (12) months from the date of completion of the repair or replacement provided.

3.0 WARRANTY PERIOD

- 3.1. The period covered by this Warranty for Product installed in Canada and USA including US 48 States and Alaska, Hawaii and Puerto Rico, is indicated in the table below, from the date of shipment. If Sungrow receives a completed Registration Form (the "Registration Form") from the End-user within six (6) months of the ship date, the Warranty will start on the installation date stated on the Registration Form.

Products	Standard Warranty Period
Central Inverters	5 years
String Inverters	10 years
Re-combiners and Combiners	5 years
Communication, Monitoring and Control Equipment	5 years

Note: All warranty periods are as above unless specified on a Sungrow quote

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4.0 WARRANTY EXCLUSIONS

- 4.1. This Warranty does not cover any defects or damages caused by:
 - a. Improper transportation and delivery
 - b. Failure to properly store the Product before installation
 - c. Improper installation
 - d. Use and application beyond the definition in user manual of the Product
 - e. Neglect, abuse, misuse, improper maintenance or lack of maintenance, as set forth in the Sungrow current Manual
 - f. Repairing, adjustment or alteration, not authorized in writing by Sungrow
 - g. Acts of nature such as fire, flood and lightning
 - h. Non-compliance with applicable regulations and standards
 - i. Voltage surge coming from PV array DC side or from grid AC side
- 4.2. This warranty does not cover fuses, surge suppressors, filters, or cosmetic damages.
- 4.3. This Warranty shall be void, if
 - a. Serial number of the Product has been altered or cannot be clearly identified
 - b. The Product is moved to a new location without written approval from Sungrow
 - c. The End-user fails to make any Product subject of a claim available for inspection, testing and correction

5.0 FORCE MAJEURE

- 5.1. Neither party (Sungrow or the End-user) shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of acts of god or other cause which is beyond the reasonable control of such party and could not have been avoided by the exercise of reasonable prudence, including but not limited to natural disasters (e.g. earthquakes, floods, landslides), explosions, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current or other circumstances with comparable effects (e.g. terroristic attacks, nuclear accidents, war, civil war or similar uprising, general strike, strike, lock-out).
- 5.2. In the event of the occurrence of any force majeure event, the affected party shall notify the other party immediately in writing of the invocation of this section, and each party's obligations hereunder to the other shall be suspended for the duration of such force majeure event; provided, however, that the affected party shall be obligated to use its commercially reasonable efforts to restore performance hereunder as soon as reasonably practicable, and provided, further, that if such event continues for more than thirty (30) days in the aggregate in any six (6) month period, the non-affected party shall have the right to terminate this agreement at any time upon written notice to the other party.

6.0 END-USER'S OBLIGATIONS

- 6.1. In order to receive the benefits of this Warranty, the End-user must use the product in a normal way; follow the Product's current Manual; protect against further damage to the product if there is a discovered defect.
- 6.2. End-user shall provide Sungrow Service personnel with access to the Site and any special instructions for access to the Site. Sungrow shall have no liability in the event that access is not provided to the Site and End-user will be invoiced for any costs incurred by Sungrow in the event an additional visit is required to the site due to lack of access.
- 6.3. It is the End-user's responsibility to notify Sungrow of any hazards at the Site and assure that the Site is free from hazards or obstructions, and that all safety precautions are followed at the Site.

7.0 OTHER LIMITATIONS

- 7.1. Sungrow's obligations under this Warranty are expressly conditioned upon receipt by Sungrow of all payments due to it (including interest charges, if any). During such time as Sungrow has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Sungrow shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

8.0 COSTS NOT RELATED TO WARRANTY

- 8.1. The End-user shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Sungrow representatives outside the terms of this Warranty will be borne by the End-user.

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9.0 LIMITS OF LIABILITY

9.1. This Warranty constitutes End-user's sole and exclusive remedy for claims against Sungrow in respect to defective or non-conforming Products hereunder and is in lieu of all other warranties, conditions, guarantees or representations from Sungrow relating to the products hereunder, whether oral or written, express or implied, statutory or otherwise, in contract, tort or otherwise, including without restriction, any warranties of merchantability or of fitness for a particular purpose, and any such warranty, condition, guarantee or representation is hereby excluded. In no event shall any claim, failure of any Product hereunder, or breach of this Warranty, render Sungrow, its affiliates, subcontractors or suppliers liable to End-user or its affiliates for indirect or consequential damages or loss of use associated with warranty claims for lost profits or loss of revenues, or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of End-user's customers for such damages, or for any other special, consequential, incidental, indirect or exemplary damages. Sungrow's total liability for any and all warranty claims and costs under this Warranty shall not exceed the total amount of payments received by Sungrow for the product that is the subject of a claim.

10.0 WARRANTY CONTRACT EFFECTIVE DATE, APPLICATION AND VALIDITY

10.1. Present warranty contract conditions are valid as of the corresponding issue date and shall be applicable to all those Sungrow inverters and peripheral devices manufactured from the date onwards, and for which the said guaranty extension has been taken out, remaining valid until December of the year in force, for signed contract, or until the next issue change for the unsigned contracts. Sungrow reserves the right to make any changes and modifications, at no prior notice, for unsigned contracts in addition to the right to decide whether to accept new contracts or the annual contract renewal.

11.0 PRICE

11.1. For service not covered under this contract, a service personnel of Sungrow will charge 90 USD/hour in working days; 135 USD/hour in national holidays and weekend; the upper limited of a working day is 650 USD as well as the upper limited of a holiday is 1000 USD, including the time of travel from the closest maintenance station to the claimed device and return.

11.2. Sungrow reserves the right to adjust the prices.

12.0 PAYMENT TERMS

12.1. The payment for the service contract should be paid once within 30 working days after the date Sungrow's invoice issued



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EXHIBIT 1: SUNGROW WARRANTY REGISTRATION FORM

Customer information (please print)				
First name		Last name		
Business name				
Business type	<input type="checkbox"/> Integrator	<input type="checkbox"/> Site Owner	<input type="checkbox"/> Financier/PPA	
	<input type="checkbox"/> Other	Please specify:		
Address				
City	State	Zip Code		
Phone Number	Email			
Product subject to this warranty (enter information from inverter nameplate)				
Model Number				
Serial Number				
Location of the product				
Site Name				
Address				
City	State	Zip Code		
Warranty information				
Date of Delivery				
Date of Installation				
Warranty period	Standard	Extended		
Central Inverter	5 years	<input type="checkbox"/> 10 years	<input type="checkbox"/> 15 years	<input type="checkbox"/> 20 years
String Inverter	10 years		<input type="checkbox"/> 15 years	<input type="checkbox"/> 20 years
<p>The standard period covered by Sungrow Warranty for Product installed in Canada and United States including 48 States, Hawaii, Alaska, and Puerto Rico is 5 years from the date of shipment for central inverters, and 10 years for string inverters. If Sungrow receives a completed Registration Form from the End-user within six (6) months of the ship date, the Warranty will start on the installation date stated on the Registration Form.</p> <p>To request a warranty extension, please check the box next to the appropriate extension option. A Sungrow representative will contact you to complete your order. Or you can directly contact your Sungrow sales contact person to complete an extension order.</p>				
To be completed by Sungrow				
Termination date of warranty				

To register your Sungrow inverter, please mail a copy of this warranty registration form to:

Sungrow Canada Inc.
Attn: Warranty Registration
895 Edgeley Blvd
Vaughan, ON L4K 4V9, Canada

LIMITED WARRANTY STATEMENT PHOTOVOLTAIC MODULE PRODUCTS

Effective April 15, 2013

Ten (10) Year Limited Product Warranty

Subject to the exclusions contained below, Canadian Solar Inc. ("Canadian Solar") warrants to the original buyer (the "Buyer") that the modules shall be free from defects in materials and workmanship that have an effect on module functionality under normal application, installation, use and service conditions as specified in Canadian Solar's standard product documentation.

Canadian Solar guarantees that the module will maintain the mechanical integrity and stability in accordance with approved operation methods described in our installation instructions; the glass of a module will maintain its integrity provided there are no indications of localized impacts or external forces; and that the cable and connector plug of a module will remain safe and operational provided modules are professionally installed. Any damages caused by abrasion, improper installation or animals are exempt from this warranty.

Claims under the warranty can only be accepted if the Buyer can provide proof that the malfunctioning or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Canadian Solar's standard product documentation. Any color change on module or any other changes on module appearance do not represent defects, insofar as the change in appearance does not stem from defects in material and/or workmanship, and does not cause degradation of functionality of the module. If the product fails to conform to this warranty, Canadian Solar will, at its option, either repair or replace the product, or provide an appropriate residual market value of the product(s) as compensation.

Twenty Five (25) Year Limited Performance Warranty

Canadian Solar guarantees that for a period of twenty five years the module will maintain a performance as set forth below:

- During the first year, Canadian Solar guarantees the actual power output of the module will be no less than 97% of the labeled power output.
- From year 2 to year 24, the actual annual power decline will be no more than 0.7%; by the end of year 25, the actual power output will be no less than 80% of the labeled power output.

The actual power output of the module shall be determined for verification using Standard Testing Conditions only. The actual power output measurement is either carried out by a Canadian Solar facility or by a Canadian Solar recognized 3rd party testing institute. Testing equipment tolerances will be applied to all actual power output measurements.

In the event it is determined that there is a negative deviation of actual performance from the warranted values then Canadian Solar, at its option, will compensate for such loss in power by either providing to the Buyer additional modules to make up the total wattage loss, or by repairing or replacing the modules or providing an appropriate residual market value of the product(s) as compensation.

Warranty Effective Date

The warranty effective date shall be defined as the date of installation or ninety (90) days after the delivery by Canadian Solar, whichever date is earlier.

Exceptions

The limited warranties set forth herein DO NOT apply to any module which has been subjected to negligence in transportation, handling, storage or use, or has been repaired, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, or which has been subjected to power failure surges, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, vandalism, explosions, acts of war, or other events outside Canadian Solar's control. Unless otherwise required by any mandatory applicable law, the limited warranties do not cover any transportation costs for return modules, or for reshipment of any repaired or replaced module, or any other cost associated with installation, removal or reinstallation of modules.

In addition, the limited warranties do not apply to any cosmetic change in appearance stemming from the normal wear and tear over time of product materials. Warranty claims will not apply if the product label, type or serial number of the applicable product has been altered, removed or made illegible.

Claim Verification and Remediation Process

If the Buyer believes that it has a justified claim covered by the limited warranties set forth above, then the Buyer shall comply with the following return material authorization (“RMA”) process. The Buyer must submit such claim in writing to Canadian Solar within the applicable warranty period specified above to the following address, or such future address as Canadian Solar may provide from time to time:

Japan:

Technical Department, Canadian Solar Japan K.K.
Round-Cross Shinjuku 5-Chome 8F
5-17-5 Shinjuku Shinjuku-ku
Tokyo, Japan 160-0022
Tel: 03-5291-8591
E-mail: service.jp@canadiansolar.com

Rest of Asia Pacific & Australia:

Customer Service Department, CSI Solar Power (China) Inc.
199 Lushan Road, Suzhou New District Jiangsu
China, 215129
Tel.: +86 (512) 66908088
E-mail: service.cn@canadiansolar.com

Europe, Middle East & Africa:

Customer Service Department, Canadian Solar EMEA GmbH
Landsberger Strasse 94
80339 Munich
Germany
Tel.: +49 (0) 89 - 5199689-0
Email: service.emea@canadiansolar.com

North America & South America:

Customer Service Department, Canadian Solar Inc.
545 Speedvale Ave.
West Guelph, Ontario N1K 1E6
Canada
Tel: +1 855 315 8915
E-mail: service.ca@canadiansolar.com

Such notice should enclose evidence of the date of delivery of the applicable product and the basis for the Buyer’s claim.

Warranty claims may only be made by the original buyer or a person to whom the title to the applicable module(s) has been transferred, provided that the modules remain in their original location and configuration.

Upon receipt of such written claim, Canadian Solar may seek further verification of the Buyer’s claim of a breach of one of the foregoing limited warranties. Except as otherwise set forth above, the Buyer will return the allegedly-defective products to Canadian Solar in accordance with written RMA authorization and return packaging and shipping instructions from Canadian Solar. The return of any product will not be accepted by Canadian Solar unless prior written authorization has been given by Canadian Solar and the Buyer has complied with the packaging and shipping instructions provided by Canadian Solar.

If Canadian Solar verifies in its reasonable judgment that a module does not comply with the limited warranties set forth above, then Canadian Solar, at its option, will either repair the affected module and return it to the Buyer, provide a new or refurbished replacement module shipped to the Buyer at the Buyer’s expense, or provide an appropriate residual market value of the reduced performance of product(s) as compensation. Any repair or replacement of an affected module shall not increase the applicable warranty period. Canadian Solar reserves the right to deliver a similar module (of similar size, color, shape, and/or power output) in replacement of the returned module should the production of the returned model be discontinued or otherwise unavailable. Ownership of all modules which have been replaced is passed to Canadian Solar.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE CANADIAN SOLAR’S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER’S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY.

Not Independent Warranties

The Buyer has the right to pursue claims under each of the warranties set forth above; provided that if claims arise under multiple limited warranties from a single incident, then if Canadian Solar remedies such incidents as set forth above, Canadian Solar shall be deemed to have resolved all applicable warranty claims arising from such an incident.

Disclaimers

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF CANADIAN SOLAR UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CANADIAN SOLAR. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER.

Limitation of Liability

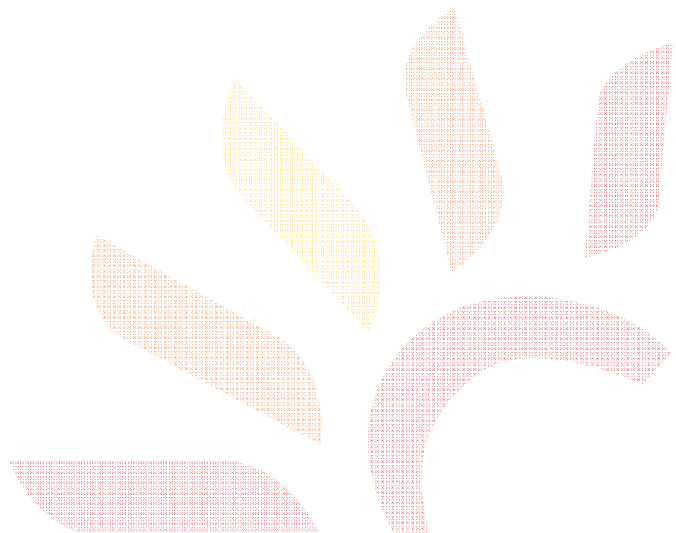
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CANADIAN SOLAR BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF CANADIAN SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO CANADIAN SOLAR BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM. THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.

Note

In the event of any inconsistency among different language versions of this Warranty Statement, the English version shall prevail. For modules covered by Canadian Solar's warranty, please refer to our product lists published on our website at: <http://www.canadiansolar.com/en/products/product-overview/warranted-standard-solar-modules.html> as such list is updated from time to time.





LIMITED WARRANTY

REV. 050114

Jinko Solar Import and Export Co., Ltd. (“**Jinko**”) generally provides the Warranties set forth herein to the original purchaser and its permitted successors and assigns (“**Customer**”) with respect to all solar photovoltaic modules sold by Jinko under purchase agreements signed on or after May 1, 2014 (“**Modules**”), subject to the terms and conditions herein (“**Limited Warranty**”). Jinko and Customer may hereinafter be referred to each as a “**Party**” and collectively as the “**Parties**”.

1. **WARRANTY START DATE.** Jinko provides the Warranties set forth herein commencing upon the earlier of delivery of Modules to the original purchaser thereof or that date which is one hundred and eighty (180) days following the Module manufacture date, as indicated by the serial number [digit no. 7 – 12 (YYMMDD), starting from the left side of the serial number] for such Module (“**Warranty Start Date**”).

2. **LIMITED PRODUCT WARRANTY.** Beginning on the Warranty Start Date and terminating on that date which is one hundred and twenty (120) months thereafter, Jinko warrants that the Modules and their respective DC connectors and cables, if any, shall be free from material defects in design, materials and workmanship that affect the performance of the Module (“**Limited Product Warranty**”). Material defects shall not include normal wear and tear.

3. **LIMITED POWER WARRANTY.** Jinko warrants that the Degradation Rate shall not exceed the following for the periods identified following the Warranty Start Date: (a) 10% by that date which is twelve (12) years following the Warranty Start Date, at which time the Actual Power Output shall be not less than 90% of the Nominal Power Output; and (b) 20% by that date which is twenty-five (25) years following the Warranty Start Date, at which time the

Actual Power Output shall be not less than 80% of the Nominal Power Output (“**Limited Power Warranty**”).

4. **POWER DEFINITIONS.** “**Nominal Power Output (PO_0)**” means the original manufactured nameplate specification of the Module, expressed in Watts, as certified by Jinko and indicated on the Module, excluding any specified positive tolerance. “**Actual Power Output (PO_i)**” means the power output of the Module, expressed in Watts, at Watt peak that a Module generates at a given point in time in a year after the Warranty Start Date (**t**) in its ‘Maximum Power Point’ under Standard Test Conditions, corrected for any measurement error (“**STC**”). STC are as follows, measured in accordance with IEC 61215: (a) light spectrum of AM 1.5; (b) an irradiation of 1000W per m²; and (c) a cell temperature of 25 degrees centigrade at right angle irradiation. The “**Degradation Rate (DR)**” shall be any positive amount calculated in accordance with the following formula, expressed as a percent:

$$DR = 1.00 - [(PO_i) / (PO_0)]$$

5. **CLAIMS.** Customer shall bear the burden of establishing a breach of the Warranties hereunder. If Customer believes there has been a breach of the Limited Product Warranty or Limited Power Warranty (collectively, “**Warranties**”), then Customer shall promptly, and not later than thirty (30) days after knowledge thereof, provide notice to Jinko setting forth the following information related to the claim: (a) party making claim; (b) detailed description; (c) evidence, including photographs and data; (d) relevant serial numbers; (e) Warranty Start Date; (f) Module type; (g) physical address; (h) any additional evidence reasonably requested by Jinko; and (i) upon request from Jinko, the actual Module(s)



LIMITED WARRANTY

REV. 050114

allegedly causing the breach. Notwithstanding anything to the contrary herein, Jinko shall be entitled, in Jinko's sole discretion upon written notice to Customer, to require that any breach of the Warranties alleged by Customer be reviewed by TÜV Rheinland, TÜV SUD or other neutral third party testing laboratory selected by Jinko and approved by Customer, such approval not to be unreasonably withheld or delayed ("**Independent Testing Lab**"). The power measurement tolerance of any testing equipment utilized by any Independent Testing Lab in performing tests required by this Section 5 shall be disclosed in writing to both Parties prior to performance of any such tests and shall be reflected in any final test results provided by the Independent Testing Lab. The determination by an Independent Testing Lab as to whether a breach has occurred shall be final and conclusive with respect to the matters covered by such determination. Jinko shall be responsible for all costs incurred by it in connection with the shipment by Customer of a Module pursuant to Section 5(i) hereto and any Independent Testing Lab's services provided pursuant to this Section 5, including shipping, testing services, storage, insurance and any Module destruction incidental thereto; provided, however, Customer shall promptly upon receipt of notice indemnify Jinko for all such costs on a dollar-for-dollar basis in the event the Independent Testing Lab is unable to confirm a breach of the Warranties or Customer is otherwise unable to establish a breach of the Warranties.

6. **REMEDIES.** In Jinko's sole discretion, Jinko shall repair, replace or provide additional modules compensating for the related power loss for any Module which causes a breach of the Warranties. Additional, repaired or replacement Modules shall be delivered to the same destination and on the same INCOTERMS

2010 delivery basis that the original Module causing breach of the Warranties was delivered under the purchase agreement to which this Limited Warranty applies. Replaced Modules received by Jinko pursuant to Section 5 shall be the sole property of Jinko. Jinko shall be solely responsible for all shipping costs incurred performing its additional supply, repair or replacement obligations under this Section 6. Additional or replacement Modules shall be of the same type and physical form as the original Module, electrically compatible with the original Module, and have an electrical output of not less than the warranted power output of the original Module at the time of supply or replacement, based on the warranted degradation rates set forth at Section 3 hereto. Notwithstanding the foregoing, if Jinko no longer supplies Modules meeting the foregoing criteria, then additional or replacement Modules provided under this Section 6 shall be those Modules then supplied by Jinko most substantially meeting the foregoing criteria. Jinko's performance of any repair, replacement or additional supply pursuant to this Section 6 shall not extend the term of any Warranties.

7. **EXCLUSIONS.** This Limited Warranty is subject to the exclusions set forth in this Section 7. The Warranties shall not apply to any Module which has been: (a) altered, repaired or modified without the prior written consent of Jinko or otherwise inconsistent with Jinko's written instructions; (b) removed and re-installed at any location other than the physical location in which it was originally installed following purchase by Customer or receipt from Jinko as a replacement Module; (c) subject to misuse, abuse, neglect, or accident except as may be caused by Jinko in the course of storage, transportation, handling, installation, application, use or service; (d) subject to force majeure, electrical surges, lightning, flood, fire,



LIMITED WARRANTY

REV. 050114

vandalism, tampering, accidental breakage, or other events beyond Jinko's control, resulting in material damage to the Module; (e) installed on mobile platforms (other than single- or dual-axis trackers) or in a marine environment; (f) subject to direct contact with corrosive agents or salt water; pest damage; or malfunctioning PV system components; or (g) used in a manner inconsistent with the version of Jinko Installation Manual available at www.jinkosolar.com on the date the Module is manufactured. The Warranties shall not apply to any Module for which the labels thereon indicating type or serial number have been altered, removed or made illegible. The Warranty shall not apply to Modules for which full and final payment has not been received by Jinko.

8. NOTICE. Any notice required or permitted under this Limited Warranty shall be in writing and deemed to be properly given by the sender and received by the addressee. Mailed notices and facsimile notices shall be addressed to the Jinko office located closest to the place of original installation, as identified at www.jinkosolar.com/contact.html. Notices by e-mail should be sent to cs@jinkosolar.com. Customer shall promptly provide contact information upon request. For the avoidance of doubt, e-mail alone shall not constitute valid notice pursuant to this Section 8.

9. LIMITS OF LIABILITY. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LIMITED WARRANTY, EXCEPT AS EXPRESSLY PROVIDED HEREIN, JINKO MAKES NO WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, ARISING FROM OR RELATING TO THE MODULES AND JINKO DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY OR**

FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES OF CUSTOM OR USAGE, ARISING FROM OR RELATING TO THE MODULES. THE REMEDIES FOR BREACH OF THIS WARRANTY ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES ARISING FROM OR RELATING TO ANY BREACH OF THE WARRANTIES. IN NO EVENT SHALL JINKO BE RESPONSIBLE PURSUANT TO THIS WARRANTY FOR ANY PERFORMANCE ANALYSIS, INSPECTION, DIAGNOSIS, REMOVAL, CUSTOMS, IMPORT DUTIES, EXPORT DUTIES, TAXES, REINSTALLATION COSTS, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOSSES OR DAMAGES CAUSED BY REASON OF LOSS OF USE, LOSS OF PROFITS OR REVENUE, INTEREST CHARGES (EXCEPT AS EXPRESSLY PROVIDED HEREIN), LOSS OF BONDING CAPACITY, COST OF CAPITAL OR CLAIMS OF CUSTOMER DAMAGES, WHETHER LIABILITY ARISES AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, BY OPERATION OF LAW OR IN ANY OTHER MANNER. EXCEPT AS SET OUT IN THIS LIMITED WARRANTY, JINKO SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY.

10. ASSIGNMENT. Notwithstanding anything to the contrary herein, this Limited Warranty is for the sole and exclusive benefit of Customer and there are no third party beneficiaries hereof; provided, however, subject to written notice to and Jinko's receipt of full and final payment for the Modules, this entire Limited Warranty may be assigned in whole but not in part to any person or entity. Any permitted assignee of this



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Limited Warranty shall execute such agreements as may reasonably be requested by Jinko to confirm the applicability of any term hereof as a condition to assignment.

11. LAW AND FORUM. Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the original purchaser and Jinko. As a condition to any obligation of Jinko hereunder, Jinko may require any Customer seeking to enforce this Limited Warranty to execute such additional agreements as may reasonably be required to enforce the terms of this Section 11.

12. MERGER CLAUSE. This Limited Warranty sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

13. SEVERABILITY. If one or more provisions of this Limited Warranty are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Limited Warranty, (b) the balance of this Limited Warranty shall be interpreted as if such provision were so excluded and (c) the balance of the this Limited Warranty shall be enforceable in accordance with its terms.

14. MISCELLANEOUS. The terms of this Limited Warranty are conditioned upon their incorporation in a contractual agreement between Jinko and Customer and are subject to modification when incorporated therein. Jinko reserves the right to modify or rescind this Limited Warranty at any time, with or without notice.

[END OF LIMITED WARRANTY]

Limited Warranty

Changzhou Trina Solar Energy Co., Ltd ("Trina Solar") hereby grants the following Limited Warranty to the first customer installing (for its own use) (the "Buyer") any of the specified (and no other) brand models listed below (the "Products"):

1) Warranted Products

This Limited Warranty shall only apply to the following Products:

a) Polycrystalline Products

TSM-***PA03; TSM-***PA05, TSM-***PA05.05, TSM-***PA05.08; TSM-***PA05A, TSM-***PA05A.05, TSM-***PA05A.08; TSM-***PA14; TSM-***PA14A; TSM-***PA05.10, TSM-***PA05.15, TSM-***PA05.18, TSM-***PA05A.10, TSM-***PA05A.15, TSM-***PA05A.18, TSM-***PA05.002, TSM-***PA05.052, TSM-***PA05.082, TSM-***PA05.102, TSM-***PA05.182, TSM-***PA05.20, TSM-***PA05.25, TSM-***PA05.28, TSM-***PA14.20;

TSM-***PC03; TSM-***PC05, TSM-***PC05.01, TSM-***PC05.05, TSM-***PC05.08; TSM-***PC05A, TSM-***PC05A.05, TSM-***PC05A.08; TSM-***PC14; TSM-***PC14A; TSM-***PC05.10, TSM-***PC05.15, TSM-***PC05.18, TSM-***PC05A.10, TSM-***PC05A.15, TSM-***PC05A.18, TSM-***PC05A.002, TSM-***PC05A.052, TSM-***PC05A.082, TSM-***PC06, TSM-***PC06.08, TSM-***PC05A.50, TSM-***PC05A.20, TSM-***PC05A.25, TSM-***PC05A.28;

TSM-***PD14; TSM-***PD14.002;

TSM-***PD05; TSM-***PD05.002, TSM-***PD05.082, TSM-***PD05.182;

b) Monocrystalline Products

TSM-***DA01, TSM-***DA01.05; TSM-***DA01A, TSM-***DA01A.05, TSM-***DA01A.08; TSM-***DA03; TSM-***DA05; TSM-***DA01A.10, TSM-***DA01A.15, TSM-***DA01A.18, TSM-***DA01A.002, TSM-***DA01A.052, TSM-***DA01A.082;

TSM-***DC01, TSM-***DC01.01, TSM-***DC01.05; TSM-***DC01A, TSM-***DC01A.05, TSM-***DC01A.08; TSM-***DC03; TSM-***DC05; TSM-***DC80, TSM-***DC80.08; TSM-***DC01A.10, TSM-***DC01A.15, TSM-***DC01A.18; TSM-***DC01A.002, TSM-***DC01A.052, TSM-***DC01A.082, TSM-***DC05A, TSM-***DC05A.05, TSM-***DC05A.08, TSM-***DC05A.002, TSM-***DC05A.052, TSM-***DC05A.082, TSM-***DC05A.20, TSM-***DC05A.25, TSM-***DC05A.28

Note: The “****” placeholder stands in each case for the power indication set out in the relevant Product Data Sheet (for example “TSM-220PC05A”).

c) Mounting Products

Mounting products contained in Trinamount I, Trinamount II and Trinamount III. Applicable modules are set forth above in a) and b).

2) Warranty

a) 10 Year Limited Product Warranty

Trina Solar warrants that for a period of ten years commencing on the Warranty Start Date (as defined below) the Product(s)

- will be free from defects in design, material, workmanship or manufacture that materially impede their functioning, and
- will conform to the specifications and the drawings applicable thereto.

Any deterioration in appearance of the Product (including any scratches, stains, mechanical wear, rust, or mold), or any other changes to the Product which occur after delivery (Incoterm 2010) to the Buyer, do not constitute a defect under this Limited Warranty unless it materially impairs the Product’s power output as warranted pursuant to Sec. 2 b). A claim in the event of glass breakage arises only to the extent that there was no external cause of the breakage.

b) 25 Year Limited Power Output Warranty

In addition, Trina Solar warrants that for a period of twenty-five years commencing on the Warranty Start Date, the loss of power output relating to the initial guaranteed power which is defined as Peak Power Watts $P_{max}(Wp)$ plus Peak Power Watts $P_{max}(Wp)$ multiplied by the lower limit of the Power Output Tolerance $P_{max}(\%)$ —as specified in the relevant Product Data Sheet and measured at Standard Test Conditions (STC) for the Product(s) shall not exceed

- For Polycrystalline Products (as defined in Sec. 1 a): 2.5 % in the first year, thereafter 0.7% per year, ending with 80.7% in the 25th year after the Warranty Start Date,
- For Monocrystalline Products (as defined in Sec. 1 b): 3.5 % in the first year, thereafter 0.68% per year, ending with 80.18% in the 25th year after the Warranty Start Date.

3) Warranty Start Date

The Warranty Start Date is the date of delivery (Incoterms 2010) of the Product(s) to the Buyer or 12 months after the date of production of the Product(s) as indicated in the serial number (digit no. 2 – 5 (YYMM), starting from the left side of the serial number), whichever date is earlier.

4) Exclusions and Limitations

The aforementioned "Limited Warranty" does not apply to any Products which have been subjected to

- a) Failure to pay the purchase price towards Trina Solar or its subsidiaries which have put the modules on the market even though (i), the payment was due and (ii) the direct customer who has obtained the modules from Trina Solar or its subsidiary („Direct Customer“) is not entitled to withhold the purchase price or parts of the purchase price. Trina Solar must inform the Buyer about the non-payment and provide the name and the full address of the Direct Customer which has failed to pay the modules. In case that Trina Solar can reject the claim under this warranty based on this provision, the Buyer can deposit the amount not paid in order to trigger the warranty claims;
- b) Failure to comply with Trina Solar's installation manual applicable during the Validity of this Limited Warranty pursuant to Sec 10;
- c) Service by service technicians who are not qualified under the relevant law and/or applicable regulations at the place of installation;
- d) The Product's type, nameplate or module serial number is changed, erased or made illegible (other than by any act or omission of Trina Solar);
- e) The Product's installation on mobile units (except photovoltaic tracking system), such as vehicles, ships or offshore-structures;
- f) Exposure to voltage in excess to the maximum system voltage or power surges;
- g) Defective components in the construction on which the module is mounted;
- h) exposure to mold discoloration or similar external effects;
- i) exposure to any of the following: extreme thermal or environmental conditions or rapid changes in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening, servicing by use of unauthorized spare parts, accident, force of nature (such as lightning strike, earthquake), influence from chemical products or other acts beyond Trina Solar's reasonable control (including damage by fire, flood, etc.);
- j) use of the Products in such a manner as to infringe Trina Solar's or any third party's intellectual property rights (e.g. patents, trademarks). Parallel importation, which is defined as subsequent sale without the consent of Trina Solar from the country in which the Product(s) were first put on the market to another country, is regarded as an infringement of Trina Solar's intellectual property rights. This does not apply for sales within the European Union: such sales from one Member State to another Member State do not require the consent of Trina Solar; whereas sales from outside the European Union into the European Union require such consent of Trina Solar
- k) Only for buyers located in Australia applies: The "Limited Warranty" is only valid for products from authorised Australian resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorised Australian resellers.
- l) Only for buyers located in the US applies: The "Limited Warranty" is only valid for products from authorised US resellers. Buyers may contact the Customer Support office in their region (as detailed in clause 7) for details of authorised US resellers.

5) Repair, Replacement or Refund Remedy



- a) As Buyer's sole and exclusive remedy under this Limited Warranty (though Buyer should note paragraph 5(d) below regarding the potential existence of other statutory rights and paragraph 5(e) below for Australian Buyers) Trina Solar will, at its sole discretion, either, with regard to the applicable Product (or component thereof in the case of Mounting Product):
- i) refund the historical purchase price of the relevant Product(s) annually reduced by a linear depreciation, taking into account an anticipated life time of 25 years; or
 - ii) repair the defective Product(s) at no charge (subject to the following paragraph); or
 - iii) replace the defective Product(s) or part thereof by a new or remanufactured equivalent at no charge (subject to the following paragraph).

In the event that Trina Solar opts for options ii) or iii), Trina Solar shall bear all insurance and transportation charges (except air freight), customs clearance and any other costs for returning the defective Product(s) to Trina Solar and shipping the repaired or replaced Product(s) to Buyer (a Buyer may claim reimbursement by Trina for these charges by providing proof to Trina Solar that these charges were incurred, e.g. an invoice from the relevant service provider). The costs and expenses for the removal, installation or reinstallation shall remain with Buyer.

- b) The warranty period(s) as defined in Sec. 2 a) and b) shall not extend or renew upon the repair or replacement of a defective Product by Trina Solar. The warranty period for replaced or repaired Product(s) is the remainder of the warranty on the original new Product(s).
- c) All other claims under this Limited Warranty against Trina Solar shall be excluded. Under this Limited Warranty, Trina Solar is not responsible for any special, incidental or consequential damages (including loss of profits, harm to goodwill or business reputation, or delay damages) whether such claims are based in contract, warranty, negligence or strict tort. This exclusion applies to the extent permissible by law, and even if the remedies set forth below herein are deemed to have failed of their essential purpose.
- d) YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS, INCLUDING WITHOUT LIMITATION, NATIONAL LAWS IMPLEMENTING EC DIRECTIVE 99/44 OR PURSUANT TO THE MAGNUSON MOSS WARRANTY ACT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.
- e) The following statement applies to customers that are 'consumers' within the meaning of the Australian Consumer Law:

"Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired



or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”

6) Rights and Remedies against Third Parties

This Limited Warranty shall be construed as a separate warranty and independent from any other contractual arrangement with third parties relating to the Product(s). It shall not affect any rights, obligations and remedies of the Buyer, if any, with regard to third parties for defects or non-conformity or non-compliance of the Products, notwithstanding its legal basis. The rights and remedies provided hereunder are in addition to any other rights and remedies against third parties to which Buyer may be entitled by agreements with such third parties or by law.

7) Claims Procedure, Notice Periods, Expiration of Warranty Claims and Limitations.

a) Buyer shall notify Trina Solar under this Limited Warranty using Trina Solar’s Customer Service Portal at the web address <http://customerservice.trinasolar.com>; alternatively by letter or facsimile to the customer support center in the region:

Europe Customer Support

Trina Solar (Schweiz) AG
Richtistrasse 11,
8304 Wallisellen, Switzerland
T +41 43 299 68 00
F +41 43 299 68 10
<http://customerservice.trinasolar.com>

North America Customer Support

Trina Solar (U.S.), Inc.
100 Century Center, Suite 501,
San Jose CA 95112, USA
T +1 800 696 7114
F +1 800 696 0166
<http://customerservice.trinasolar.com>

Australia Customer Support

Trina Solar Australia Pty Ltd
Level 35, 60 Margaret Street,
Sydney NSW 2000, Australia
T +61 (0)2 9199 8500
F +61 2 9199 8006
<http://customerservice.trinasolar.com>

Japan Customer Support

Trina Solar (Japan) Limited
World Trade Center Building 21F
4-1, Hamamatsu-cho, 2-chome,
Minato-ku, Tokyo, Japan, 105-6121
T +81-3-3437-7000
F +81-3-3437-7001
<http://customerservice.trinasolar.com>

Rest of World (ROW) Customer Support

Changzhou Trina Solar Energy Company Limited
No. 2 Trina Road, Trina PV Industrial Park,
New District, Changzhou, Jiangsu,
P.R. China, 213031
T +86 519 8548 2008
F +86 519 8517 6021
<http://customerservice.trinasolar.com>

specifying each alleged claim including evidence of the claims and the serial numbers of the Product(s) at issue.

- b) Any dispute on technical facts relating to claims brought under this Limited Warranty for defects of Products shall be determined by expert determination. Trina Solar and the Buyer will, at the Buyer's or Trina Solar's request, appoint as independent expert and appraiser a reputable researcher from a first-class international test-institute such as Fraunhofer ISE in Freiburg/Germany, TÜV (e.g. TÜV Rheinland, TÜV SUD or Shanghai TÜV) or ASU Arizona State University, and so on ("Technical Expert"). The determination by such Technical Expert shall be final, conclusive, binding and enforceable in any proceeding brought hereunder. The Technical Expert shall (i) act as an expert; (ii) allow the parties a reasonable opportunity to make representations and counter-representations; (iii) take those representations and counter-representations into account; and (iv) if required by either party give written reasons for his or her determination.
- c) Any claim for breach of this Limited Warranty must be brought within two (2) months after discovery of the breach.
- d) The return of any defective Product(s) will not be accepted unless prior written authorization has been given by Trina Solar.

8) Force Majeure

Trina Solar shall not be responsible or liable in any way to the Buyer for any non-performance or delay in performance under this Limited Warranty due to occurrences of force majeure such as, war, riots, strikes, unavailability of suitable and sufficient labor, material, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the defective Product(s) or the notification of the relevant warranty claim under this Limited Warranty.

9) Warranty Assignment

This Limited Warranty is transferrable when the Products remain installed in their original installation location.

10) Validity

This Limited Warranty shall apply to Product(s)

- a) manufactured after 1st of January 2014 and
- b) delivered to Buyer from 1st of July 2014 (Incoterms 2010).

This Limited Warranty shall be valid until a new revision is issued by Trina Solar.

11) No Other Express Warranty



Except as otherwise provided by applicable statutory law (cf. Sec. 5 d) and 5 e) above) or unless modified in writing and signed by an officer of Trina Solar, the Limited Warranty set forth herein is the only express warranty (whether written or oral) by Trina Solar applicable to the Products and no one is authorized to restrict, expand or otherwise modify this Limited Warranty.

12) Miscellaneous

If any provision of this Limited Warranty is held invalid, unenforceable or contrary to law then the validity of the remaining provisions of this Limited Warranty shall remain in full force and effect.

13) Applicable Law and Jurisdiction

The validity of this Limited Warranty, the construction of its terms and the interpretation and enforcement of the rights and duties of the Buyer and Trina Solar shall be governed by the laws of the country of the original installation location of the Product(s), to the exclusion of that country's conflicts of law rules as well as of the United Nations Convention on the International Sale of Goods dated 11 April 1980 (CISG) and of any other uniform law.

All disputes arising out of or in connection with this Limited Warranty shall be finally settled before the ordinary courts of the country of the original installation location of the Product(s).

Exhibit B

Engineering and Construction Requirements

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Exhibit B. Engineering and Construction Requirements

1. Site Access

Seller shall conform to all Buyer rules and requirements for accessing the Project Sites. Road usage, road closures, number of vehicles, access points, etc., may be regulated by the Buyer. Project Site visits shall be approved and proper check-in requirements must be followed. Seller shall provide signage and/or electronic notification of possible operational impacts upon request by Buyer. Unless otherwise determined by Buyer, Seller shall be responsible for providing bathroom and storage facilities for all workers on-site, and shall be responsible for procuring, installing, securing, and removing temporary security fencing and scaffolding.

2. Project Management

2.1 Project Manager

Seller shall assign a Project Manager from their firm upon execution of this Agreement and receipt of Notice to Proceed. The Project Manager shall manage all design, procurement, construction, and commissioning phases of the Project. The construction of PV systems shall be accomplished by Seller with an on-site construction management team. The Project Manager shall ensure that all contract, schedule, and reporting requirements of the Project are met and shall be the primary point of contact for the Buyer.

2.2 Project Schedule

A Project Schedule is to be prepared and submitted to the Buyer within 14 days of Agreement execution. The Buyer will review and approve the Project Schedule prior to the initiation of work. Updates shall be submitted every other week, though the Buyer may allow less frequent updates at their discretion. The submittal shall be a Critical Path Method (CPM) schedule describing all Project activities, dependencies, and sequencing of tasks. In particular, Seller shall include Buyer review of submittals on the Critical Path. The Project Schedule shall describe all elements of project design, equipment procurement, construction and commissioning, and shall be submitted in electronic format (MS Project, Primavera P6). Adobe Acrobat is not acceptable. The schedule shall also reflect the requirement that construction activities must be coordinated to minimize impacts on normal operations at each Project Site, including ongoing construction activities.

Sufficient information shall be shown on the Project Schedule to enable proper control and monitoring of the Work. The Project Schedule shall show the intended time for starting and completing each activity; the duration of each activity; submittal and approval times; design; delivery of materials, equipment and software; all testing; and other significant items related to the progress of the Work. The Project Schedule shall

Exhibit B. Engineering and Construction Requirements

include a CPM network diagram of sufficient detail to show how Mandatory Milestones are intended to be met. If a schedule submitted by Seller includes changes affecting the achievement of Mandatory Milestones, Seller should clearly identify and justify those changes.

Seller is encouraged to phase the Work in a way that supports efficient and effective delivery of design and build services. The Mandatory Milestones set forth in Schedule 8 to this Agreement shall be reflected in the schedule and where applicable, represent the dates upon which each milestone is to be achieved for all Project Sites in this Agreement.

2.3 Submittals

Seller shall provide the submittals set forth in Schedule 8 to this Agreement as part of the performance of the Work. The cost of developing and providing submittals shall be included in the Project price.

2.4 Solar Incentives

Seller, with Buyer's reasonable cooperation, shall submit applications for all available energy production incentives (e.g., CSI, SGIP, etc.) or, should the Buyer already have submitted such applications, assume responsibility for all future requirements (agreements, submittals, etc.) related to these programs. This includes actions necessary to ensure compliance with the PG&E's net metering program and all interconnection agreements and related documents for Buyer participation and utilization of the benefits of each applicable program. Seller shall attend all Project Site verification visits conducted by the applicable public utility or Governmental Authority and shall assist the Buyer in satisfying the requirements of the incentive program. Seller shall be responsible for providing updated documentation to incentive program administrators throughout the project, as required by rules of the relevant incentive programs. Incentives shall be paid to the Buyer if the system is to be purchased and to the Seller should the system be owned by a third-party.

2.5 Interconnection Applications

Seller shall be responsible for preparing and submitting interconnection application to appropriate utility and department. Seller shall pay the PG&E Interconnection Agreement application fee, if applicable, for a behind the meter, distributed generation net-metered project.

3. System Design

3.1 Design Review Process/ Phases

The Buyer will review and approve design documentation as detailed in Section 3.3 of this document. Additional documents may be requested by the Buyer as needed. The precise organization and format of the design submittals shall be agreed upon by Seller and the Buyer prior to the first design submission. The Buyer will review all submittals, provide written comments, and conduct Design Review Meetings for each stage of the process. Seller shall provide additional detail, as required, at each successive stage of the Design Review. Seller shall not order equipment and materials until Schematic Design submittals have been approved. Seller shall not begin construction until Construction Documents have been approved and all required permits have been obtained. The Buyer will formally approve, in writing, each phase of the design and is the sole arbiter of whether each phase of the design has been completed. The Seller shall not enter a subsequent design phase without the approval of the Buyer.

Seller shall be held solely responsible for obtaining approvals from the Buyer, including revising designs as necessary until they are given approval by the Buyer and all other required entities and organizations. A description of requirements for each design phase is provided below. System design shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations for construction projects of jurisdictions with authority over the Buyer. Seller is responsible for providing designs approved by the appropriate professional engineers registered in the State of California. Costs for engineering reviews and approvals shall be borne by the Seller. System designs must take into account Buyer aesthetic issues and not conflict with any current Buyer operations.

3.1.1 Schematic Design

Seller shall prepare Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of Project components, including but not limited to, schematic design studies, site utilization plans, PV array layouts and design information, a shading analysis, electrical single-line diagrams, wiring and conduit schedule, equipment lists and bills of material, and equipment cut sheets or specifications.

3.1.2 Design Development

Design Development documents shall consist of elevations, cross sections, and other drawings and documents necessary to depict the design of the Project. This submittal shall include architectural, structural, geotechnical, mechanical and electrical design

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documents and equipment specifications to illustrate the size, character, and quality of the Project and demonstrate that it meets the performance specifications defined in this RFP. The Design Development documents shall represent 100% of the intended scope for the Project.

3.1.3 Construction Documents

Seller shall prepare Construction Documents (CDs) depicting the detailed construction requirements of the Project. CDs shall conform to all applicable governmental, regulatory, and code requirements, and all pertinent federal, state, and local permitting agencies. The CDs shall show the work to be done, as well as the materials, workmanship, finishes, and equipment required for the Project. CDs shall comply with and illustrate methods to achieve the performance specifications of this RFP. CDs shall be stamped by the engineer of record and any other required engineering disciplines.

3.2 Sellers' License Classification

In accordance with the provisions of California Public Contract Code §3300, the Buyer requires that Respondents possess, at the time of submission of a Proposal, at the time of award of this Agreement and at all time during construction activities, a General Contractor License (B), Electrical Contractor License (C-10), or Solar Contractor License (C-46). It shall be acceptable for a Respondent that does not possess a C-10 or C-46 License to list a Subcontractor with a C-10 or C-46 License.

3.3 Design Submittals

Seller shall prepare a comprehensive submittal package for each phase of the Work that will be reviewed and approved by the Buyer. At a minimum, each submittal package shall include the elements required to convey in sufficient detail the following for each phase of the design:

- Project Site Layout Drawings, with distances from roof edges and existing equipment, as applicable
- Construction Specifications (trenching, mounting, etc.)
- Equipment Layout Drawings
- Detailed Drawings
- Electrical Single-Line and Three-Line Diagrams
- Module Stringing Diagrams
- Electric Wire and Conduit Schedule
- Electrical Warning Labels & Placards Plans
- Lighting Plan (for carports)
- Network Connection Diagrams

Exhibit B. Engineering and Construction Requirements

- Architectural Drawings
- Structural/Mechanical Drawings including roof penetration details
- Geotechnical Drawings
- Manufacturer's Cut Sheets with Equipment Specifications
- Data Acquisition System (DAS) Specifications, Cut Sheets, and Data Specifications

Seller shall include adequate time for Buyer review and approval of submittals, as well as re-submittals and re-reviews. Minimum Buyer review time shall be ten (10) days from the date of receipt of each submittal package during each phase of the Design Review.

3.4 Permits and Approvals

Construction Documents must be reviewed and approved by all authorities having jurisdiction (AHJs) over the work, which may include, but are not limited to: the Buyer, the City or County in which the work is being done, the utility, the Office of Statewide Health Planning and Development (OSHPD), and the California Solar Initiative Program Administrator. Seller shall be responsible for obtaining all approvals and shall account for permitting requirements in their system designs, project pricing, and schedule. Seller shall produce required documentation in sufficient detail to obtain all regulatory approvals requested for design, construction and operation of the system, including but not limited to all federal, state, and local permits. Seller shall attend all Project Site verification visits conducted by the applicable public utility or Governmental Authority and shall assist the Buyer in satisfying the requirements of the incentive program. The Buyer will not grant Seller relief based on Seller's incomplete or incorrect understanding of permitting and approval requirements.

3.5 Technical Requirements

3.5.1 General Considerations

All documentation and components furnished by Seller shall be developed, designed, and/or fabricated using high quality design, materials, and workmanship meeting the requirements of the Buyer and all applicable industry codes and standards. Reference is made in these specifications to various standards under which the Work is to be performed or tested. The installations shall comply with at least, but not limited to, the latest approved versions of the International Building Code (IBC), National Electrical Code (NEC), Pacific Gas and Electric (PG&E) Interconnection Requirements, California Building Code (CBC) and all other federal, state, and local jurisdictions having authority.

Exhibit B. Engineering and Construction Requirements

3.5.2 Electrical Design Standards

The design, products, and installation shall comply with at least, but not limited to, the following electrical industry standards, wherever applicable:

- Electronic Industries Association (EIA) Standard 569
- Illumination Engineering Society of North America (IESNA) Lighting Standards
- Institute of Electrical and Electronics Engineers (IEEE) Standards
- National Electrical Manufacturers Association (NEMA)
- National Electric Code (NEC)
- Insulated Power Cable Engineers Association (IPCEA)
- Certified Ballast Manufacturers Association (CBMA)
- Underwriters Laboratories, Inc. (UL)
- National Fire Protection Association (NFPA)
- Pacific Gas and Electric Utility Requirements
- American National Standards Institute (ANSI)
- Occupational Health and Safety Administration (OSHA)
- American Disabilities Act (ADA)
- American Society for Testing and Materials (ASTM)
- National Electrical Contractors Association (NECA)
- National Electrical Testing Association (NETA)
- International Building Code (IBC)
- California Building Code (CBC)
- All other Authorities Having Jurisdiction

3.5.3 Modules

In addition to the above, the PV modules proposed by Seller shall comply with at least, but not limited to, the following:

IEEE 1262 “Recommended Practice for Qualifications of Photovoltaic Modules”.

System modules shall be UL1703 listed.

Modules shall be new, undamaged, fully warranted without defect.

Modules shall comply with the State of California SB1 Guidelines for Eligibility, listed at: http://www.gosolarcalifornia.org/equipment/pv_modules.php

Modules shall have minimum maintenance requirements and high reliability, have a minimum 25-year design life, and be designed for normal, unattended operation.

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Acceptable mounting methods for unframed modules shall be provided by the manufacturer. Bolted and similar connections shall be non-corrosive and include locking devices designed to prevent twisting over the 25-year design life of the PV system.

If PV modules using hazardous materials are to be provided, then the environmental impact of the hazardous material usage must be disclosed, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life.

3.5.4 Inverters

In addition to the above, inverters proposed by Seller must comply with at least, but not limited to the following:

- Inverters shall be suitable for grid interconnection and shall be compliant with all PG&E interconnection requirements.
- Inverters shall comply with the State of California SB1 Guidelines for Eligibility, listed at: <http://www.gosolarcalifornia.org/equipment/inverters.php>
- IEEE 929-2000 – “Recommended Practice for Utility Interface of Photovoltaic Systems”.
- Inverters must automatically reset and resume normal operation after a power limiting operation.
- The inverter shall be capable of continuous operation into a system with voltage variation of plus or minus 10% of nominal. The inverter shall operate in an ambient temperature range of -20°C to +50°C.
- Inverters shall include all necessary self-protective features and self-diagnostic features to protect the inverter from damage (in the event of component failure or from parameters beyond normal operating range due to internal or external causes). The self-protective features shall not allow the inverters to be operated in a manner which may be unsafe or damaging.
- Inverters shall be true sine wave high frequency PWM with galvanic isolation.
- Inverters shall be sized to provide maximum power point tracking for voltage and current range expected from PV array for temperatures and solar insolation conditions expected for Project conditions.
- Inverters shall be capable of adjusting to "sun splash" from all possible combinations of cloud fringe effects without interruption of electrical production.
- Isolation transformers shall be provided for central inverters if the NEC or any other applicable safety standards require the use and application of such transformers. Use of transformerless string inverters is acceptable.
- Inverters shall be UL 1741 and IEEE 1547 compliant.
- Inverters shall have a THD < 5%.
- Enclosures shall be rated NEMA 3R when the inverter is located outdoors. For outdoor installations in corrosive environments, NEMA 4X series 300 stainless steel enclosures must be used.

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- Power factor shall be 0.99 or higher.
- Inverter selection shall take into account anticipated noise levels produced and minimize interference with Buyer activities.
- Inverters shall have a minimum efficiency, based on the device's power rating, of 96%.
- Inverters shall be 600V minimum. 1000V inverters are acceptable.

3.5.5 Electrical Balance of System Components

- Each proposed PV system shall include, at a minimum, one fused DC disconnect and one fused AC disconnect for safety and maintenance concerns.
- String combiner boxes must include properly-sized fusing, and all metal equipment and components must be bonded and grounded as required by NEC.
- String combiner boxes shall be load-break, disconnecting types, such that opening the combiner boxes shall break the circuit between combiner box feeders and inverters.
- All system wiring and conduit must comply with NEC stipulations, and all indoor and outdoor wiring, outdoor-rated or otherwise, must be enclosed in EMT or RIGID conduit or covered raceway, except adjacent panel connections. [All outdoor EMT shall be weatherproof with weatherproof fittings and boxes, this may include rugged die cast aluminum construction and powder coated finish for added corrosion protection.]
- All wiring materials and methods must adhere to industry-standard best practices, and all inter-module connections must require the use of a specialized tool for disconnecting.

3.5.6 Mounting Systems

The mounting systems shall be designed and installed such that the PV modules may be fixed or tracking with reliable components proven in similar projects, and shall be designed to resist dead load, live load, corrosion, UV degradation, wind loads, and seismic loads appropriate to the geographic area over the expected 25-year lifetime. The Seller's design shall sufficiently respond to the design requirements imposed by Federal, State, and local jurisdictions in effect at the time of Agreement execution and any pending code decisions affecting the design shall be identified during Schematic Design. Seller shall conduct an analysis, and submit evidence thereof, including calculations, of each structure affected by the performance of the scope described herein, and all attachments and amendments. The analysis shall demonstrate that existing structures are not compromised or adversely impacted by the installation of PV, equipment, or other activity related to this scope. Mounting systems must also meet the following requirements at a minimum:

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- All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25-year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.
- Thermal loads caused by fluctuations of component and ambient temperatures shall be accounted for in the design and selection of mounting systems such that neither the mounting system nor the surface on which it is mounted shall degrade or be damaged over time.
- PV modules will be mounted using a combination of Prudent Industry Practices, best practices and manufacturer's instructions to maintain the module warranty.
- Final coating and paint colors shall be reviewed and approved by the Buyer during Design Review from standard colors offered by the manufacturer.
- Painting or other coatings must not interfere with the grounding and bonding of the array.

3.5.7 Corrosion Control

In addition to the above, Corrosion Control proposed by Seller must comply with at least, but not limited to the following requirements:

- Fasteners and hardware throughout system shall be stainless steel or material of equivalent corrosion resistance
- Racking components shall be anodized aluminum, hot-dipped galvanized steel, or material of equivalent corrosion resistance
- Unprotected steel not to be used in any components
- Each PV system and associated components must be designed and selected to withstand the environmental conditions of the Project Site (e.g., temperatures, winds, rain, flooding, etc.) to which they will be exposed.

3.5.8 Roofing Requirements

The installation of PV modules, inverters and other equipment shall provide adequate room for access and maintenance of existing equipment on the building roofs. A minimum of three feet of clearance will be provided between PV equipment and existing mechanical equipment and other equipment mounted on the roof. A minimum of four feet of clearance shall be provided between PV equipment and the edge of the roof. Clearance guidelines of the local fire marshal shall be followed. The installation of solar or thermal systems will be reviewed for code compliance and adherence to the *State Fire Marshal Solar Photovoltaic Installation Guideline*. The PV equipment shall not be installed in a way that obstructs air flow into or out of building systems or equipment.

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Proposed roof top mounted systems may be ballasted, standing seam attachment, or penetrating systems and must meet or exceed the following requirements:

- Systems shall not exceed the ability of the existing structure to support the entire solar system and withstand increased wind uplift and seismic loads. The capability of the existing structure to support proposed solar systems shall be verified by Seller prior to design approval.
- Roof penetrations, if part of the mounting solution, shall be kept to a minimum.
- Seller shall perform all work so that existing roof warranties shall not be voided, reduced, or otherwise negatively impacted.
- No work shall compromise roof drainage, cause damming or standing water or cause excessive soil build-up.
- All materials and/or sealants must be chemically compatible.
- Thermal movement that causes scuffing to the roof must be mitigated as part of the mounting solution.
- All penetrations shall be waterproofed.
- Detail(s) for the sealing of any roof penetrations shall be approved in writing to the Buyer, as well as the manufacturer of the existing roofing system, as part of system design review and approval – prior to Seller proceeding with work. The Buyer will make available the roofing manufacturer for each building for consultation with Seller as part of the design process.
- All roofing penetrations and waterproofing shall be performed or overseen by a licensed roofing contractor who is certified by the roofing materials manufacturer for the specific materials or systems comprising each roof upon which a solar system will be installed. The roofing contractor shall also be safety prequalified by the Buyer.
- As part of the design submittals, Seller shall include signed certificates from the roofing manufacturer stating:
 - The roofing contractor is certified installer of Complete Roofing System.
 - The manufacturer's Technical Representative is qualified and authorized to approve project.
 - Project Plans and specs meet the requirements of the warranty of the Complete Roofing System for the specified period.
 - Existing warranty incorporates the new roofing work and flashing work.
- Any damage to roofing material during installation of solar systems must be remedied by Seller.
- The installation of PV modules, inverters and other equipment on building roofs will be designed to minimize visibility of the equipment from the ground.

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3.5.9 Shade Structure Requirements

Seller will be responsible for incorporating the following elements in the design and construction of the System:

- Minimum height: all shade structures shall be designed to have a minimum clear height of ten (10) feet, unless specified in a Project Site's Specification Sheet to be taller to accommodate larger vehicles at the site.
- All shade structures shall be installed with a fascia surrounding the exposed edge of the structure's purlins.
- Shade structures located in parking lots shall have a concrete bollards installed on support posts. The bollards shall extend up to a minimum elevation of 36" above finished grade. This requirement may be waived at the Buyer's sole discretion.
- Shade structure columns, beams, and fascia shall be painted to match site colors or to a color of the Buyer's approval.

3.5.10 Ancillary Equipment Enclosures

Seller will be responsible for incorporating the following elements in the design and construction of the System:

- Fencing: all ancillary equipment be grouped to a single location per Project Site and shall be surrounded by a fence to prevent access by unauthorized personnel. The fence shall be a six (6) foot high chain link fence with vinyl privacy slats. This requirement may be waived at the Buyer's sole discretion.
- Location: all ancillary equipment shall be located in a manner that minimizes its impact to normal Buyer operations and minimizes the visual impacts to the Project Site.

3.5.11 Placards and Signage

Placards and signs shall correspond with requirements in the National Electric Code and the interconnecting utility in terms of appearance, wording, and placement.

Permanent labels shall be affixed to all electrical enclosures, with nomenclature matching that found in As-Built Electrical Documents.

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3.5.12 Infrastructure for Ground Mount Systems

Seller will be responsible for incorporating the following elements in the design and construction of the System:

- Fencing: the site shall be surrounded by a fence to prevent unauthorized personnel from gaining access the site. The fence shall be a eight (8) foot high chain link fence with vinyl privacy slats.
- Gates shall be installed to enable site access for trucks.
- A pathway a minimum of ten (10) feet wide passable by a maintenance truck shall be provided within the array fence to allow for access to all equipment enclosed within the fence area.
- Access to water for maintenance (module cleaning) purposes, as determined adequate by Seller and approved by the Buyer.
- Access to low voltage (120V) AC power to power maintenance equipment and miscellaneous equipment.
- Seller shall install and ensure activation of sufficient security cameras on site to monitor array area, connected to the site's security system, in collaboration with the Buyer.
- Seller will be responsible for installing an acceptable surface cover material under and around the modules and throughout the site that provides appropriate weed control, erosion and dust management.
- Seller will be responsible for creating an access road to any ground mount system for maintenance and fire access purposes. The access road shall be passable under all weather conditions.

3.5.13 Lightning and Surge Protection

Seller shall utilize surge suppressors to protect the appropriate equipment from electrical surges.

3.5.14 Short Circuit Coordination

As part of their design submittals, Seller shall identify overcurrent protective devices installed on the project (AC/DC fuses and AC/DC circuit breakers). Design submittals shall include calculations and demonstrate that the devices installed as part of the PV project are coordinated with the rest of each site's distribution, preventing an unintentional outage due to an isolated PV system fault.

3.5.15 Wiring and Cabling Runs

- Seller shall install all AC conductors in conduit.
- Direct burial wire will not be acceptable. Conduit buried underground shall be suitable for the application and compliant with all applicable codes. PVC shall be constructed of a virgin homopolymer PVC compound and be manufactured according to NEMA and UL specifications. All PVC conduit feeders shall contain a copper grounding conductor sized per NEC requirements and continuity shall be maintained throughout conduit runs and pullboxes. Minimum conduit size shall be ¾". A tracing/caution tape must be installed in the trench over all buried conduit.
- Conduit installed using horizontal directional boring (HDB), shall include tracer tape or traceable conduit. The minimum depth of the conduit shall be per NEC 2011 Article 300.5. The Seller is responsible for demonstrating that all conduits installed utilizing horizontal boring meets the minimum depth requirement and is solely responsible for any remediation costs and schedule impacts if the specification is not met. The HDB contractor must provide documentation of final depth and routes of all conduit installed in horizontal bores.
- Conduit installed on building roofs shall not be installed near roof edges or parapets to reduce visibility. Any conduit penetrations through roof surfaces shall not be made within five (5) feet of the roof edge to reduce visibility. If conduit is installed on the exterior face of any building, it shall be painted to match the existing building color. In all cases, the visible impact of conduit runs shall be minimized and the design and placement of conduit shall be reviewed and approved by the Buyer as part of Design Review.
- Electro-metallic tubing (EMT) shall be used in indoor, above grade locations and where conduit needs to be protected from damage. EMT shall not be installed underground, outdoors, or embedded in concrete. EMT shall be cold-rolled zinc coated steel and be manufactured to UL and ANSI standards. Fittings shall be watertight and malleable gripping ring compression type. Pressure cast material for nuts of compression ring type fittings and set-screw type connections are not acceptable. EMT can be used outdoor, exposed to weather with approved UL-listed fittings.
- Unless specified otherwise by Buyer, Galvanized Rigid Conduit (GRC) shall be used where to transition from underground to above ground exposed to weather up to 10' above finished grade where subject to physical damage in exposed areas. GRC shall be continuous hot-dipped galvanized manufactured per UL and ANSI requirements. Rigid aluminum conduit is not acceptable. Conduit bodies for use with steel conduit, rigid or flexible, shall be manufactured per UL requirements and shall be cast metal with gasketed closures. Fittings for GRC conduit shall be malleable iron or forged steel with cadmium or zinc coating. Union couplings for joining rigid conduit at intermediate runs shall be of the same material as the conduit. Couplings shall be threaded concrete-tight to permit

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completing conduit runs when neither conduit can be turned and to permit breaking the conduit run at the union. Set screw connectors are not acceptable.

- All conduits, boxes, enclosures, etc. shall be secured per NEC 690 requirements.
- All conductors shall be insulated copper rated for 600V, minimum. 1000V-rated conductors shall be used for systems rated as such. DC conductors shall be PV Wire or USE-2 600V UL Listed Sunlight resistant wire.
- All items shall be U.L. listed and shall bear the U.L. label.
- All spare conduits shall be cleaned, mandrelled, and provided with a pullwire. Spare conduits shall be required for security cameras for ground mount systems.
- All feeders and branch circuits shall be sized to minimize voltage drop and losses and shall be in compliance with NEC requirements.
- Seller shall furnish, install, and connect combiners and recombiners as necessary to complete the System. Enclosures for combiners and recombiners shall be NEMA 3R rated outdoor or NEMA 1 indoor or higher.
- All systems, conduit, boxes, components, etc. shall be grounded and bonded per NEC requirements and in accordance with Section 3.5.16.
- All exposed conduit runs over 100-feet in length or passing over building connection points shall have expansion joints to allow for thermal expansion and building shift.
- Seller will be responsible for locating, identifying and protecting existing underground utilities conduits, piping, substructures, etc. and ensuring that no damage is inflicted upon existing infrastructure.
- Design Builder shall install and secure the exposed string cable homeruns along the beams or structure where the combiner box is installed.
- All exposed string wiring must be installed above the lower surface of the structural purlins and beams. Wire loops under framing members are not acceptable.
- Acceptable wire loss in DC circuits is < 1.5% and acceptable wire loss in AC circuits is < 1.5% as well.
- 1000V systems are acceptable.

3.5.16 Grounding and Bonding

- Module ground wiring splices shall be made with irreversible crimp connectors.
- All exposed ground wiring must be routed above the lower surface of any structural framing.
- For shade structure installations, grounding electrode conductors shall be bonded to structure columns either just below grade or below the top surface of concrete bollards.

3.5.17 System Security Requirements

Seller shall utilize tamper-resistant PV module to rack fasteners for all PV module mounting.

3.5.18 Shade Structure Lighting

- Installation of shade structure PV systems in all locations shall include the installation of new high efficiency lighting. Installation of shade structure PV systems shall include the removal of existing security light poles, foundations, and fixtures that are no longer effective.
- Lighting shall be LED lighting or other similar energy efficient lighting system.
- New parking lot fixtures shall be installed to provide parking lot illumination compliant with IESNA requirements or recommendations for illumination and safety.
- Minimum horizontal illuminance of one (1) foot-candle shall be maintained at ground level with a uniformity ratio (maximum to minimum) of 15:1.
- The new lighting is required to illuminate the entire parking area and adjacent pedestrian walkways affected by the removal of existing lights to restore light levels to similar condition as before, not just the area under the PV modules.
- A photometric illumination plot must be submitted for each parking lot showing all existing lighting and proposed new SSS canopy lighting.
- Submit California Title 24 Outdoor Lighting calculations with all lighting drawings and show evidence of compliance.

Photocell controls shall be used in conjunction with a lighting control system for all exterior lighting and energize lighting when ambient lighting levels fall below two (2) foot-candles measured horizontally at ground level. Lighting shall also be required to operate manually without regards to photocell input. Replacement parking lot lighting shall be served from an existing parking lot lighting circuit and any existing circuits and existing control function shall be maintained, or if replaced, done so at the approval of the Buyer.

3.5.19 Monitoring System, DAS, and Reporting

Seller shall design, build, activate and ensure proper functioning of Data Acquisition Systems (DAS) that enable the Buyer to track the performance of the PV Systems as well as environmental conditions through an online web-enabled graphical user interface and information displays. Seller shall provide equipment to connect the DAS via Ethernet cable, existing Wi-Fi network or cellular data network at all locations. The means of data connection will be determined during design. The Buyer will pay for the cost of cellular data service if needed, but not for the modem or other equipment needed to connect to the cellular network.

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The DAS(s) shall provide access to at least the following data:

- Instantaneous AC system output (kW)
- PV System production (kWh) over pre-defined intervals that may be user configured
- AC and DC voltage
- In-plane irradiance
- Ambient and back-of-module temperature (at least two (2) sensors for each, at different positions in the array)
- Inverter status flags and general system status information
- System availability
- Site Load information. Available load data for the meter the system is connected to shall be collected by the solar monitoring solution as part of the DAS.

Environmental data (temperatures and irradiance) shall be collected via an individual weather station installed for each site

Data collected by the DAS shall be presented in an online web interface, accessible from any computer through the Internet with appropriate security (e.g., password controlled access). The user interface shall allow visualization of the data at least in the following increments: 15 minutes, hour, day, week, month, and year. The interface shall access data recorded in a server that may be stored on-site or remotely with unfettered access by the Buyer for the term of the Project. The online interface shall enable users to export all available data in Excel or ASCII comma-separated format for further analysis and data shall be downloadable in at least 15 minute intervals for daily, weekly, monthly and annual production. Historical data from the full lifetime of the PV system shall be available through the online interface.

The monitoring system shall provide alerts when the system is not functioning within acceptable operating parameters. These parameters shall be defined during the design phase of the Project and specified in the DAS design document.

Additionally, Seller shall make available, at no additional cost, the following:

- Monthly Production report shall be available online to the Buyer personnel.
- System performance data shall be made available electronically to the Buyer in a format and at a frequency to be determined during the Design Review process.
- Additional reports shall be made available to the Buyer to assist the Buyer in reconciling system output with utility bills and the production guarantee, as determined in the Design Review process.
- A Monitoring Manual shall be provided to the Buyer in printed or on-line form that describes how to use the monitoring system, including the export of data and the

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creation of custom reports.

3.5.20 FAA Requirements

Seller shall be responsible to submit the appropriate FAA Form 7460-1, along with any other required forms and documentation, for all proposed PV systems within the approach or takeoff paths or on the property of airports as defined by the Code of Federal Regulations Title 14 Part 77.9.

3.5.21 Interconnection

Seller is responsible for obtaining all necessary PG&E interconnection approvals for each PV system being installed. Seller must comply with all interconnection requirements, such as CPUC Rule 21 for the PG&E service territory. Seller is responsible for the proper planning and scheduling of interconnection approvals. Systems installed as part of this project will take advantage of Net Energy Metering (NEM), unless specified otherwise by Buyer or its agents. Seller shall be responsible for ensuring the system design and interconnection qualifies for NEM, as applicable.

3.5.22 Production Modeling

Production modeling of the PV systems shall be performed using PVSYST or equivalent modeling software using TMY3 weather data for the location closest to the site. The simulations shall accurately simulate energy production for proposed system layouts, sizes, and orientation. It is critical that PV production models are accurate with all methodology and assumptions described. The Buyer will independently verify production models are accurate to the designed systems and utilize simulation results for economic evaluations. Seller shall be responsible for updating the production models each time sufficient changes are made to the proposed system designs that will impact production.

3.5.23 Shading

Seller shall adhere to the following requirements in order to avoid excessive shading on modules. For any object near an array that is higher than the lowest point of that array by height H , Seller shall locate the array farther from the object than:

- $2H$ to the North of the object
- $2H$ to the East or West of the object
- $2H$ to any non-cardinal direction of the object

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Any Seller whose system design does not adhere to these rules shall perform a shading analysis justifying the basis for their design, including any proposed tree removal, and explaining why shading does not create an adverse performance and/or economic impact.

Any trees that are in the footprint of systems to be installed by the Seller shall be removed by the Seller at their expense, subject to the approval of the Buyer. A tree shall be considered to be in the footprint of a system if its canopy would extend over any part of the system, including structural components or modules. The Buyer will remove or prune, at its discretion, trees planted outside of the work area that shade PV systems (at present time or in the foreseeable future), provided the Seller identifies these trees during the design process. The Seller shall be responsible for any required tree remediation efforts resulting from tree removal that is deemed the Seller's responsibility.

3.6 Warranties

Seller shall provide a comprehensive ten (10) year warranty on all solar energy equipment for electricity generation (PV Modules & inverters) to provide for no-cost repair and replacement of the system for any expenses not otherwise covered by the manufacturer.

Additionally, the following minimum warranties are required:

- PV Modules: The PV modules are to be warranted against degradation of power output of greater than 10% of the original minimum rated power in the first ten (10) years and greater than 20% in the first twenty (20) years of operation.
- Inverters: Inverters shall carry a minimum 10-year warranty (direct purchase price must include a 20-year warranty).
- Meters: At minimum, meters shall have a one (1) year warranty. For meters integrated in inverters, the meter warranty period must match the inverter.
- Mounting system: twenty (20) year warranty, covering at least structural integrity and corrosion.
- Balance of system components: the remainder of system components shall carry manufacturer warranties conforming to industry standards.

All work performed by Seller must not render void, violate, or otherwise jeopardize any preexisting Buyer facility or building warranties or the warranties of system components.

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4. Procurement/Construction

4.1 Scope of Supply

Seller shall provide all necessary labor, materials, equipment, and services required to install complete integrated turnkey PV systems. Seller shall supply all solar modules, mounting equipment, inverters, AC and DC disconnect switches, metering, related wiring, monitoring equipment, and all ancillary equipment necessary to install the PV system and interconnect it to the Buyer electrical distribution system. The PV system installations shall comply with all contract requirements, technical specifications, approved design documents, and applicable regulatory codes and requirements. Seller shall submit As-Built Construction Drawings in hard copy with two (2) sets and an electronic copy in DWG format on compact disc to the Buyer after completion of the Proving Period for each system at each site.

4.2 Materials and Equipment

Materials and equipment incorporated in the Work shall be new and suitable for the use intended. No material or equipment shall be used for any purpose other than that for which it is designed, specified or indicated.

Seller shall use means necessary to protect the materials and equipment before, during and after installation. Seller shall promptly replace lost or damaged materials and equipment with equal, or Buyer-approved, replacements, or repair them, at no additional cost to the Buyer.

4.3 Line Location

Seller will be responsible for locating, identifying and protecting existing underground utilities conduits, piping, substructures, etc. and ensuring that no damage is inflicted upon existing infrastructure. In addition to USA Dig and utility line-locating, a private line-locator must be used for any project requiring underground work.

4.4 Quality Assurance and Quality Control

Seller shall implement a Quality Assurance / Quality Control (QA/QC) plan for construction activities on Buyer sites. At least 30 days prior to the planned commencement of construction, Seller shall submit a copy of the QA/QC Plan for review and approval by the Buyer.

Exhibit B. Engineering and Construction Requirements

To ensure the highest quality of the installation, Seller shall:

- Implement policies and procedures to ensure proper oversight of construction work, verification of adherence to construction documents and contractual requirements, and rapid identification and mitigation of issues and risks.
- Utilize best practice methods for communicating progress, performing work according to the approved Project schedule, and completing the Project on-time.
- Keep the Site clean and orderly throughout the duration of construction. All trash and rubbish shall be disposed of off-site by licensed waste disposal companies and in accordance with applicable Law.
- Provide equipment marking, as well as labeling and signage for the Project that shall be removed after Project completion.
- Fully comply with all applicable notification, safety and Work rules (including Buyer safety standards) when working on or near Buyer facilities.
- Provide Special Inspection for trenching, rebar, concrete, welding, and roof attachment work, according to AHJ requirements.
- Route all electrical collection system wiring and conduits in a neat and orderly fashion and in accordance with all applicable code requirements. All cable terminations, excluding module-to-module and module-to-cable harness connections, shall be permanently labeled.
- Torque all mechanical and electrical connections and terminations according to manufacturer specifications, with marking/sealing of all electrical terminations at appropriate torque point.
- Provide all temporary road and warning signs, flagmen or equipment as required to safely execute the Work. Street sweeping services shall also be provided as required to keep any dirt, soil, mud, etc. off of roads. Comply with all state and local storm water pollution prevention (SWPP) ordinances.

4.5 Removal and Remediation

SELLER SHALL REMOVE ALL CONSTRUCTION SPOILS, ABANDONED FOOTINGS, UTILITIES, CONSTRUCTION EQUIPMENT AND OTHER BYPRODUCTS OF CONSTRUCTION. ALL DISTURBED AREAS INCLUDING LANDSCAPING, ASPHALT, AND CONCRETE SHALL BE REMEDIATED TO BE IN EQUAL OR BETTER CONDITION THAN FOUND. PARKING LOTS SHALL BE RE-STRIPED IF AFFECTED BY CONSTRUCTION OPERATIONS.

THE SITE SHALL BE LEFT CLEAN AND FREE OF DEBRIS OR DIRT THAT HAS ACCUMULATED AS A RESULT OF CONSTRUCTION OPERATIONS.

Exhibit B. Engineering and Construction Requirements

5. Testing

Following completion of construction, Seller shall provide the following services related to startup and performance testing of the PV systems:

- Acceptance Testing
- System Startup
- Proving Period

A detailed Testing Plan covering each of the phases above shall be prepared prior to substantial completion of construction. A detailed description of each phase is provided below.

5.1 Acceptance Testing

Seller shall perform a complete acceptance test for each PV System. The acceptance test procedures include component tests as well as other standard tests, inspections, safety and quality checks. All testing and commissioning shall be conducted in accordance with the manufacturer's specifications.

The section of the Testing Plan that covers Acceptance Testing shall be equivalent or superior to the CEC (California Energy Commission) "Guide to Photovoltaic (PV) System Design and Installation", Section 4 and shall cover at least the following:

- Detailed test methods, including sample calculations and reference to standards as required or applicable, and list of tested equipment.
- Pre-test checklist to ensure readiness and any safety measures are in-place.
- Detailed list of all items to be inspected and tests to be conducted.
- Acceptance Criteria: For each test phase, specifically indicate what is considered an acceptable test result.

The Acceptance Testing section of the Testing Plan shall include (but not be limited to) the following tests:

- String-level voltage (open circuit) and amperage (under load) testing for all PV strings. Amperage testing shall be performed concurrently with irradiance testing.
- Inverter testing for all inverters. The inverters shall be commissioned on-site by a qualified technician and shall confirm that the inverter can be operated locally per specification and that automatic operations such as wake-up and sleep routines, power tracking and fault detection responses occur as specified. Performance testing shall be performed concurrently with irradiance testing.
- Testing of all sensors of the DAS.
- Testing of the Data Presentation interface of the DAS.

Exhibit B. Engineering and Construction Requirements

After Seller conducts all Acceptance Testing based on the Testing Plan, Seller shall submit a detailed Acceptance Test Report to the Buyer for review.

The Acceptance Test Report shall document the results of the tests conducted following the Testing Plan, and include additional information such as the date and time each test was performed. It shall also make reference to any problem and deficiencies found during testing. If there was troubleshooting done, the Report shall describe the troubleshooting methods and strategy. Seller shall be responsible for providing the labor and equipment necessary to troubleshoot the System.

5.2 System Startup

Following Buyer approval of the Acceptance Test Report, Seller shall conduct tests over twenty-four (24) hours and at a time resolution of fifteen (15) minutes, recording the following data:

- Average AC output (kW)
- Average DC output (kW)
- Hourly PV system production (kWh)
- AC and DC voltage
- In-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information

These data points shall be presented in a manner that best depicts the actual performance of the system for Buyer review and approval and shall be submitted as part of the Startup Test Report.

5.3 Proving Period (30 days)

Upon completion of Acceptance Testing and System Startup, Seller shall monitor the system during a thirty (30) day Proving Period and submit a report for Buyer review. This includes monitoring system output and ensuring the correct functioning of system components over this time. The values for the following data shall be acquired every fifteen (15) minutes over thirty (30) days:

- AC system output (kW)
- PV system production (kWh)
- AC and DC voltage
- In-plane irradiance
- Ambient and cell temperature
- Inverter status flags and general system status information

Exhibit B. Engineering and Construction Requirements

- System availability

Seller shall utilize calibrated test instruments and the DAS and monitoring system to collect the test data described above, which shall be made available to the Buyer for access throughout the Proving Period. Seller shall determine through analysis of data from the Proving Period whether the PV system delivers the expected production as determined by the final approved design (i.e., Construction Documents). Actual production shall be compared against expected production using actual weather data and other system inputs (such as module cell temperature factor, module mismatch, inverter efficiency, and wiring losses) for calculating expected production. The production figures for all meters, whether existing or installed by or on behalf of the IOU or by or on behalf of the Respondent, shall be correlated during this test to verify their accuracy in measuring system production.

All data and reports required in Section 3.5.20 shall be fully functional and available to the Buyer at the commencement of the Proving Period. Data and reporting requirements are included in the testing scope of the Proving Period.

If the PV system does not perform to design specifications, diagnostic testing shall be performed by Seller, deficiencies shall be identified with proposed corrective actions submitted to the Buyer. Seller shall be responsible for providing the labor and equipment necessary to troubleshoot the system.

At the end of the Proving Period, Seller will provide notice to Buyer confirming that the system is operating as designed and in compliance with this Exhibit.

5.4 CLOSE-OUT DOCUMENTATION REQUIREMENTS

Close-Out documents prepared by Seller must include at minimum, but not limited to, the following items:

- Final As-Built Drawing Set with accurate string diagram and estimated Year 1 monthly production
- Megger test Results
- Module flash-test results with serial numbers
- Component warranties
- Signed inspections cards from AHJ and required Special Inspections
- Interconnection agreements and Permission To Operate
- Owner's Manual

6. Operations and Maintenance

Seller shall perform all necessary preventive and corrective maintenance, which includes routine maintenance adjustments, replacements, and electrical panel/transformer/ inverter cleaning (interior and exterior). Maintenance by Seller shall ensure that all warranties, particularly inverter warranties, are preserved. The frequency and timing of any panel wash-downs shall be determined by Seller based on system monitoring data. Environmental sensors will be evaluated on an ongoing basis to ensure accuracy.

Seller shall perform the following maintenance services, at a minimum, as described in the following sections:

6.1 Preventive Maintenance

Preventive Maintenance shall be performed at least annually and include:

- System testing (voltage/amperage) at inverter and string levels
- System visual inspection and necessary corrections:
 - Inspect for stolen, broken or damaged PV modules, record damage and location.
 - Inspect PV wiring for loose connections and wire condition. Inspect for wires in contact with the structure or hanging loose from racking.
 - Check mechanical attachment of the PV modules to the racking.
 - Check attachment of racking components to each other and the structure.
 - Verify proper system grounding is in place from panels to the inverter.
 - Check conduits and raceways for proper anchorage to structures.
 - Inspect all metallic parts for corrosion.
 - Check combiner boxes for proper fuse sizes and continuity.
 - Inspect all wiring connections for signs of poor contact at terminals (burning, discoloration, etc).
 - Inspect disconnects for proper operation.
 - Survey entire jobsite for debris or obstructions.
 - Inspect fasteners for proper torque and corrosion.
 - Inspect inverter pad for cracking or settling.
 - Inspect electrical hardware for proper warning and rating labeling.
 - Review as built documentation as needed.
 - Inspect alignment of arrays and racking to identify settling foundations or loose attachments
 - Inspect operation of tracking hinges, pivots, motors and actuators if present.

Exhibit B. Engineering and Construction Requirements

- Check for proper operation and reporting of monitoring hardware.
- Inspect sealed electrical components for condensation buildup.
- Inspect wiring and hardware for signs of damage from vandalism or animal damage.
- Routine system maintenance to include correction of loose electrical connections, ground connections, replacement of defective modules found during testing, other minor maintenance repair work.
- Module cleaning, as deemed necessary by Seller.
- Routine DAS maintenance to include sensor calibration and data integrity check.

6.2 Troubleshooting, Inspection and Additional Repairs

Dispatch of field service resources (via automated or manual means) for repairs as necessary to maintain system performance.

Seller will respond in a timely manner upon recognition of an alarm condition to ensure, using commercially reasonable efforts, that the Performance Guarantee requirements outlined in this Agreement are achieved.

6.3 Customer Service Support

Support telephone line made available to Buyer staff to answer questions or report issues. Contact Seller at: Kristopher Fabing (408) 808-8000

6.4 Major Component Maintenance and Repair

- Inverter repair and component replacement and refurbishment as required in the event of inverter failure.
- Inverter inspection and regular servicing as required under inverter manufacturer's warranty specifications. Those include but are not limited to the following annually:
 - Check appearance/cleanliness of the cabinet, ventilation system and all exposed surfaces.
 - Inspect, clean/replace air filter elements
 - Check for corrosion on all terminals, cables and enclosure.
 - Check all fuses.
 - Perform a complete visual inspection of all internally mounted equipment including subassemblies, wiring harnesses, contactors, power supplies and all major components.
 - Check condition of all the AC and DC surge suppressors.
 - Torque terminals and all fasteners in electrical power connections.
 - Check the operation of all safety devices (E-stop, door switches).

Exhibit B. Engineering and Construction Requirements

- Record all operating voltages and current readings via the front display panel.
- Record all inspections completed.
- Inform inverter manufacturer of all deficiencies identified.
- Oversee inverter manufacturer performance of In-Warranty replacement of failed inverter components.
- Customer advocacy with vendors.

6.5 Other System Services

- O&M Manuals – Seller shall provide one (1) copy of O&M Manuals. Updated editions of O&M Manuals shall be sent electronically to the Buyer as they become available.
- Management of long term service and warranty agreements, ongoing.
- Seller shall log all maintenance calls and document all maintenance activities. These activities shall be presented in a report, which is to be submitted to the Buyer on a minimum monthly basis.

7. Production Guarantee

8. Training

The Respondent shall provide emergency shutdown training and standard PV safety training for Buyer's personnel.

Upon exercise by Buyer of Purchase Option, Seller shall make additional system training available to Buyer at an additional, agreed upon price. Training shall include, at a minimum, the following:

- PV system safety, including shut-down procedures
- PV module maintenance and troubleshooting
- Inverter overview and maintenance procedures
- Calibration and adjustment procedures for the inverters and tracking systems (if any)
- DAS and monitoring solution, including standard and custom reporting

Exhibit C

Operations & Scheduling

1 Notices

All Schedules, Schedule changes, Scheduled Outages, Forced Outages, and planned outages are to be submitted to Buyer by email to the following persons:

Cupertino Electric, Inc.

Kristopher Fabing

Kris_Fabing@cei.com

(408) 808-8000 (office)

(408) 658-4204 (mobile)

2 Meters

2.1 Metering

Proposers shall install utility-grade revenue, electronic, bi-directional meter per this Agreement and Exhibit B. The meter must meet all CSI rebate requirements and Local Utility requirements.

Exhibit D

Form of Attestation

FORM OF ATTESTATION Environmental Attribute Attestation and Bill of Sale

CEI Solar One, LLC. (“Seller”) hereby sells, transfers and delivers to the City of Menlo Park (“Buyer”) the Environmental Attributes and Environmental Attributes Reporting Rights associated with the generation of the indicated energy for delivery to the grid (as such terms are defined in the Regional Power Purchase Agreement (“Agreement”) dated October 7, 2014, between Buyer and Seller) arising from the generation for delivery to the grid of the energy by the Generating Facility described below:

Facility name and location: Onetta Harris Community Center
100 Terminal Ave., Menlo Park, CA, 94025

Project Name:

EIAID#:

CEC ID#:

ISO Meter ID#:

Fuel Type: Capacity (MW):

Commercial Operation Date:

Dates	MWhs generated	Dates MWhs generated
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In the amount of one Environmental Attribute for each megawatt hour generated; and Seller further attests, warrants and represents as follows:

1. To the best of its knowledge, the information provided herein is true and correct;
2. This transfer to Buyer is the one and only sale of the Environmental Attributes and associated Environmental Attributes Reporting Rights referenced herein;
3. The Facility generated and delivered to the grid the energy in the amount indicated as undifferentiated energy; and

(Check one)

_____ Seller owns the facility.

_____ To the best of Seller’s knowledge, each of the Environmental Attributes associated with the generation of the indicated energy for delivery to the grid have been generated and sold by the Facility.

Exhibit D. Form of Attestation

This serves as a bill of sale, transferring from Seller to Buyer all of Seller's right, title and interest in and to the Environmental Attributes associated with the generation of the energy for delivery to the grid.

Contact: CEI Solar One, LLC.
Person: Project Manager
Name: Kristopher Fabing
Phone: (408) 808-8000

WITNESS MY HAND,

Seller:

By:

Title:

Date:

Exhibit E
Insurance Requirements

A. ENDORSEMENTS AND CONDITIONS APPLYING TO ALL PHASES INSURANCE

Without limiting the Seller's indemnification of the Buyer, the Seller shall provide and maintain at its own expense, during the term of this Agreement, or phase of this Agreement if coverage is phase-specific, or as may be further required herein, the following insurance coverage's and provisions:

1. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the Buyer. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 0413. Pursuant to the provisions of this Agreement insurance effected or procured by the Seller shall not reduce or limit Seller's contractual obligation to indemnify and defend the Indemnified Parties.

2. **EVIDENCE OF COVERAGE:** Before commencing operations under this Agreement, Seller shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to Buyer, evidencing that all required insurance coverage is in effect. The Buyer reserves the rights to require the Seller to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices.

The Seller shall not receive a Notice to Proceed with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the Buyer. This approval of insurance shall neither relieve nor decrease the liability of the Seller.

3. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of this Agreement or phase of this Agreement to which it applies. In addition, Insurance policies and coverage(s) written on a claims-made basis:

- Shall be maintained during the entire term of this Agreement or phase of this Agreement to which it applies and until 5 years following the letter of termination of this Agreement/Phase of this Agreement and acceptance of all work provided under this Agreement.
- The retroactive date must be before the execution date of the contract or the beginning of contract work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Seller must purchase extended reporting period coverage for a minimum of five (5) years after completion of work.

Exhibit E. Insurance Requirements

4. **ADDITIONAL INSURED:** All insurance required herein with the exception of Automobile Liability, Workers' Compensation, Employers Liability, and Professional liability shall be endorsed to name as additional insured: Buyer or its City Council, the individual members thereof, and all Buyer's officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

The additional insured condition described above shall apply to all public entities entering into this agreement, with the specific entity and its respective related parties substituted for the Buyer. In all cases, the additional insured endorsement shall be at least as broad as ISO Form CG 20 38 04 13.

All private property owners granting "Rights of Entry" for construction of the Work shall be covered as an additional insured under the same coverage as provided the Buyer as respects their ownership of the property and the work to be done thereon.

5. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the Buyer. Acceptance of Seller's insurance by Buyer shall not relieve or decrease the liability of Seller hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Seller.

6. **SUBCONTRACTORS:** Seller shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit F. Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

7. **JOINT VENTURES:** If Seller is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:

- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.
- Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.

8. **NOTICE OF CANCELLATION:**

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Buyer insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the Buyer or their designated agent.

Exhibit E. Insurance Requirements

The Buyer acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Seller. However, this shall not in any way limit liabilities assumed by the Seller under this Agreement. Any self-insurance shall be approved in writing by the Buyer upon satisfactory evidence of financial capacity. Seller's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

The Buyer acknowledges that some insurance requirements contained in this Agreement may be fulfilled by a combination of primary and excess liability policies. However, this shall not in any way limit liabilities assumed by the Seller under this Agreement.

The Buyer reserves the right to withhold payments to the Seller in the event of material noncompliance with the insurance requirements outlined below.

B. DESIGN PHASE INSURANCE REQUIREMENTS

Insurance required during the design phase will include:

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$2,000,000
- b. General aggregate - \$2,000,000
- c. Personal Injury - \$2,000,000

2. General liability coverage shall include:

- a. Premises and Operations
- b. Personal Injury liability
- c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the Buyer:

The additional insured requirement described above applies to each Agreement, with the specific entity and its respective related parties substituted for the County of Alameda. In all cases, the additional insured endorsement shall be at least as broad as ISO Form CG 20 38 04 13.

4. Automobile Liability Insurance

Exhibit E. Insurance Requirements

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than two million dollars (\$2,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than one hundred fifty thousand dollars (\$150,000) per claim /event.
- c. Coverage as required herein shall be maintained for a minimum of three years following termination or completion of this Agreement.

7. CLAIMS MADE COVERAGE

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. CONSTRUCTION PHASE INSURANCE REQUIREMENTS

The following limits shall apply In the event that a single bidder is awarded multiple bid packets with simultaneous construction periods, the Buyer reserves the right to increase insurance limits after bid award but prior to commencement of construction to reflect the higher exposure.

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$2,000,000
- b. General aggregate - \$4,000,000
- c. Products/Completed Operations aggregate** - \$4,000,000

Exhibit E. Insurance Requirements

d. Personal Injury - \$2,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. **Products/Completed Operations with limits of four million dollars (\$4,000,000) per aggregate to be maintained for three (3) years following acceptance of the work by the Buyer.
- c. Contractual Liability expressly including tort liability assumed under this Agreement. If the Seller is working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossway shall be deleted, or a railroad protective policy provided.
- d. Personal Injury liability
- e. Independent Contractor's Protective liability
- f. Severability of interest
- g. Explosion, Collapse, and Underground Hazards (X, C and U)
- h. Broad Form Property Damage liability

3. General liability coverage shall not be endorsed to exclude the following:

- a. Contractual Liability Endorsement:
Insurance afforded by this policy shall apply to tort liability assumed by the insured under written contract with the Buyer.
- b. X C & U (Explosion, Collapse and Underground) Endorsement:
Insurance afforded by this policy shall provide X, C and U Hazards coverage.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000)

per occurrence.

6. Property Installation floater:

The property installation floater shall insure project material and equipment intended to become a part of the installation against risks of direct physical loss while in transit, in temporary storage, and while at the installation site. The coverage shall be in the amount of the value of the completed project.

D. OPERATIONS AND MAINTENANCE PHASE INSURANCE REQUIREMENTS

Without limiting the Seller's indemnification of the Buyer, Seller, shall at its own expense, provide and maintain the following insurance coverage in full force and effect after the Commercial Operation Date:

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence -\$2,000,000
- b. General aggregate -\$4,000,000
- c. Personal Injury -\$2,000,000

2. General liability coverage shall include:

- Premises and Operations
- Personal Injury liability
- Severability of interest

3. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4. Workers' Compensation and Employer's Liability Insurance

- Statutory California Workers' Compensation coverage including broad form all-states coverage.
- Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

Exhibit F – Workforce Plan

Highly-Driven Workforce

Our ability to complete work is scarcely questioned by our customers. Our successful history of managing our workforce illustrates that we are able to scale up or down, depending on labor needs for any given project. When it comes to large-scale electrical projects, Cupertino Electric is the most skilled at managing a large workforce for multiple site project clients such as the County of Alameda.

Union Labor Experience

Since its founding in 1954, Cupertino Electric has been an International Brotherhood of Electrical Workers (IBEW)-affiliated contractor. As one of the largest Design Build electrical contractors in the United States, Cupertino Electric has employed as many as 3,000 IBEW electricians at any one time.

Cupertino Electric has vast experience at the local, regional and national level of the IBEW. Cupertino Electric has constructed projects across North America utilizing IBEW labor. In fact, the company typically has more than 200 projects under construction in California and dozens under construction in other states across the United States.

Union Hiring Process

At Cupertino Electric, we believe people are our greatest asset. Hiring good employees is the first step, and as an IBEW-affiliated contractor, Cupertino Electric staffs projects with highly skilled and trained manpower. When the company needs to increase its workforce for a particular project, Cupertino Electric contacts the IBEW local and puts in a “job call” for as many applicants as the project will require. However, this does not mean that every union electrician who answers an IBEW job call will be put to work.

All union inside wiremen are required to undergo an extensive interview process with Cupertino Electric’s regional superintendents. The local IBEW dispatch hall is aware of our interview process and field performance expectations. The interview is specifically designed to uncover past experiences with Cupertino Electric and/or other local contractors. Cupertino Electric’s refined process helps ensure our recruitment yields only best-fit candidates. We seek field employees who share our corporate outlook, work ethics and safety awareness, along with our planning and installation monitoring processes. Cupertino Electric encourages growth within our workforce, recognizing potential candidates for promotion who show specific supervision, safety and/or technical acumen.



Mark Mokolke, SVP
Sr. Client Manager
Tel 415-404-2562
Bank of America, N.A.
Mail Code: CA3-104-02-03

October 9th, 2014

To Whom It May Concern:

Re: Cupertino Electric, Inc.

Bank of America has had a relationship with the company since mid 1950's

Current credit facility (line of credit) totals a high 8 figures and availability totals of mid 8 figures.

When aggregated, the deposit relationship balance average high 6 figures to a low 7 figures.

The management team is stable, responsive and has handled the banking relationship in a satisfactory manner.

If there is anything else you require, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Mokolke".

Mark Mokolke, SVP
Sr. Client Manager

Schedule 1: Grant of Access Rights

RIGHT OF ENTRY FOR CONSTRUCTION AND MAINTENANCE

This Right of Entry for Construction and Maintenance Agreement (“License”) is made and entered into this 7th day of October 2014 (“Effective Date”), by and between the City of Menlo Park, as licensor (“Buyer”), and CEI Solar One, LLC. as licensee (“Seller”). Buyer and Seller are sometimes individually referred to as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, reference is made to the Power Purchase Agreement dated as of October 7, 2014 (“Agreement”) and entered into by and between the undersigned Buyer and Seller, pursuant to which Seller will install, finance, operate, and maintain a solar photovoltaic system at the Onetta Harris Community Center located at 100 Terminal Ave, Menlo Park, CA 94025. (“Site”); and

WHEREAS, capitalized terms used herein but not defined herein shall have the meaning set forth in the Agreement.

WITNESSETH

NOW THEREFORE, for good and valuable consideration, the parties agree to the following terms and conditions:

1. Grant of License

1.1 Buyer hereby grants to Seller, its employees, consultants, representatives and contractors a non-exclusive, temporary license to enter the Site for the purpose of installation, operation, and maintenance of the applicable Facility or Generating Facilities, including commercially reasonable access to, on, over, under and across the Site during reasonable business hours, and during non-business hours in the event of any event or circumstance that poses an imminent risk to human health, the environment, the applicable Facility or Generating Facilities or the Site (“Access Rights”).

1.2 This License is subordinate to all prior or future rights and obligations of the Buyer in the Site, except that the Buyer shall grant no rights inconsistent with the reasonable exercise by the Seller of its rights under this License.

2. Use

2.1 Seller may use the Site for the erection, installation, ownership, operation, maintenance, repair, replacement, improvement and removal of the Facility or Generating Facilities as well as for all other activities to be conducted by Seller in

connection with the performance of its obligations and exercise of its rights under the Agreement. Seller will comply with all laws, ordinances, orders, rules and regulations (state, federal or local), specifically including without limitation all environmental and occupational, health and safety requirements relating to Seller's use and/or occupancy of the Site and the Facility or Generating Facilities. Seller shall confine maintenance and operations activities to the Site or to other portions of the Site as may be expressly permitted by Buyer in writing.

3. Utilities

3.1 Buyer and Seller understand and acknowledge that pursuant to the terms of the Agreement, Buyer shall provide certain specified utilities to the Site in connection with Seller's construction, start-up, maintenance, repair, replacement and operation of the Facility or Generating Facilities. In connection therewith, Seller's use of the Site shall include the non-exclusive right to the use of water lines, sewer lines, storm water lines, power lines, fuel lines, telephone and communication lines, pipelines, and drainage ditches, if available. Exercise of Seller's license to utilize these utilities as set forth herein and in the Agreement shall be subject to Buyer's prior written approval which may be withheld should Buyer, in its sole discretion, determine that the proposed use will interfere or otherwise adversely impact Buyer systems, operations or activities. Buyer shall maintain and repair all utilities up to the delivery points identified in the Agreement, and Seller will have the obligation to maintain and repair all utilities, including all pipes, conduits, ducts, electric or other utilities, sinks or other apparatus through which any utility services are provided, from said delivery points to and then within the Site.

4. Maintenance Activities/Seller's Security Obligations

4.1 Except in the event of an emergency, Seller agrees to give Buyer 15 days prior written notice of its maintenance activities to coordinate and schedule such activities so as to avoid interference, impact or conflict with Buyer's use of the Site or areas adjacent to or proximate to the Site. Notwithstanding the security measures Buyer maintains around the Site and adjacent to the Site, Seller shall be solely responsible for undertaking reasonable security measures to ensure and maintain the security of the Facility or Generating Facilities and the Site, which includes, but is not limited to, the security of the wiring and the inverters. As such, Seller shall bear the sole cost and responsibility of replacing any equipment or other property stolen from or otherwise damaged at the Site, whether owned by Buyer or Seller, due to Seller's failure to provide reasonable security measures except if such damage is the result of Buyer's negligence or willful misconduct.

Seller shall contact Buyer's designated contact person as described in Attachment 2 to coordinate operation and maintenance activities on the Site. Buyer shall provide Seller with at least seven calendar days written notice of any Buyer activities proximate to the Facility or Generating Facilities.

5. Seller to Comply with Buyer's Security Measures, Rules and Regulations

5.1 Without in anyway limiting Seller's responsibility to provide adequate security as set forth in the foregoing, Seller hereby agrees to abide by any and all Buyer security measures and procedures currently in place at or adjacent to the Site. Seller agrees to repair to the current standards all roads, driveways and walkways damaged by Seller equipment or deliveries that are now and may be located in and around the Site necessary for proper ingress and egress to and from, and occupancy of, the Site. Seller will observe all speed limits and other rules and regulations established by Buyer with respect to such roads and driveways.

6. Compliance with Safety Requirements

6.1 Seller shall comply with all safety requirements specified in any safety program established by Buyer as well as any required by state, federal or local laws and ordinances.

6.2 Buyer will provide Seller with a copy of all Buyer established safety programs and will provide Seller with written changes to these programs, if any, within a reasonable time of their adoption by Buyer. Seller or its designee (including any Financing Party) shall have the right without cost to access the Site to perform its obligations under the Agreement. Buyer will not charge Seller any rent for such right to access the Site.

7. No Interference with Buyer's Use

7.1 This License and the use hereunder by Seller shall not interfere or permit interference with Buyer's use of its Site for customary purposes. Seller shall repair any damage to the Site and any facilities, equipment, persons or property located in or adjacent to the Site. Nothing in this License shall supersede the terms and conditions of the Agreement. To the extent that the terms and conditions of the Agreement and this License conflict, the Agreement shall govern.

8. Security Interest

8.1 The Financing Parties have a first priority perfected security interest in the Facility or Generating Facilities. Seller and the Financing Parties are intended third party beneficiaries of Buyer's Agreements in this License.

9. Generating Facility Personal Property of Seller/Not a Fixture

9.1 The applicable Facility or Generating Facilities are the personal property of Seller, and shall not be considered the property (personal or otherwise) of Buyer upon installation of the applicable Facility or Generating Facilities at the applicable Site.

Each applicable Facility is more particularly described in the Schedule 4 of the Agreement.

9.2 The applicable Facility or Generating Facilities shall not be considered a fixture of the applicable Site. Accordingly, Buyer hereby grants Seller and any Financing Party the right to file any UCC-1 financing statement or fixture filing that confirms its interest in the applicable Facility or Generating Facilities.

10. No Interference with Access Rights

10.1 The term shall commence on the Effective Date and shall terminate upon expiration of the 180 day period provided for in Section 10.5 of the Agreement, which allows for the removal of the Facility or Generating Facilities ("Term"). During the Term, Seller's access rights are preserved and Buyer shall not interfere with or permit any third party to interfere with such rights or access. The Access Rights granted hereunder shall be irrevocable during the Term of this License, except upon expiration or earlier termination of the Agreement regarding a Facility, in which case it shall only be revocable as it relates to the applicable Facility or Generating Facilities.

11. Access Rights Upon Termination

11.1 Upon any rejection or other termination of this License pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of any Financing Party made within 90 days of such termination or rejection, Buyer shall execute a new grant of access rights in favor of the Financing Parties (or their designees) on substantially the same terms as this Grant of Access Rights.

12. Compliance with Laws

12.1 Seller shall conduct all activities in compliance with all Federal, State and municipal statutes and ordinances, and with all regulations, orders and directives of appropriate governmental agencies ("Laws and Regulations"), as such Laws and Regulations exist during the Term of this License.

13. Indemnification

13.1 To the fullest extent permitted by law, each Party ("Indemnifying Party") shall defend, indemnify and hold harmless, with counsel of its own choosing (subject to terms of the next paragraph), the other Party, and its permitted successors and assigns, and their elective or appointive board, officers, directors, employees, agents, affiliates and representatives (each, an "Indemnified Party") from and against any and all claims, liability or losses, including but not limited to those losses arising from (i) personal injury or death, (ii) damage to property, (iii) taxes for which the Indemnifying Party is responsible under this License, (iv) fines or penalties payable by the Indemnified Party, or (v) any other actions resulting in damages, losses or liabilities to the extent such losses result from or arise out of or in any way are connected with the Indemnifying

Party's performance of this License or, in the case of Seller, the design, construction, use, operation, maintenance, or removal of the Generating Facility, except as may arise solely from the negligence, willful misconduct or violation of law by the Indemnified Party, its officers, employees, subcontractors or agents. Notwithstanding the above, an Indemnifying Party shall not be required to defend, indemnify and hold harmless an Indemnified Party for the Indemnified Party's own negligent acts, omissions or willful misconduct. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence.

13.2 If requested by any of the Buyer's Indemnified Parties, Seller shall defend any claims, liabilities, or lawsuits at its cost and expense. In an action or claim against Buyer in which Seller is required to defend Buyer, Seller shall have reasonable discretion in choosing legal counsel retained by Seller to provide Buyer's defense, provided however, that Buyer shall have the right to approve such legal counsel, which approval shall not be unreasonably withheld, conditioned or delayed. If Seller refuses or fails to undertake or diligently prosecute such defense on behalf of Buyer, Buyer will have the right to provide its own defense, and Seller will reimburse Buyer for such expenditures, including reasonable attorney's fees and costs. Seller's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of Buyer or any other person, except as may arise solely from the negligence or solely from the willful misconduct of Buyer, its officers, employees or agents, and shall apply without limitation to claims and litigation arising under the Americans with Disabilities Act, inverse condemnation, or any other statutory or legal theory. All of Seller's obligations under this section are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

14. Insurance

14.1 Seller shall maintain the policies of insurance in amounts and with coverage as set forth in Exhibit E [Insurance Requirements] of the Agreement.

15. Taxes and Assessments

15.1 It is expressly understood that this License is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other interest in the Site to Seller. Should taxes or assessments be levied upon any interest in this License, Seller agrees to pay all lawful taxes, assessments or charges created by this License.

16. Continuing Liability

16.1 No termination of this License shall release the Seller from any liability or obligations hereunder resulting from any acts, omissions or events happening prior to the termination of this License and restoration of the Site to its prior condition.

17. Attorneys' Fees

17.1 In the event of a dispute between the Parties with respect to the terms or condition of this License, it is agreed that each Party, including the prevailing Party, must bear its own costs and reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

18. Assignment

18.1 Seller shall not sell, transfer or assign the Seller's rights and obligations under this License, or any interest in this License, without the prior written consent of Buyer, except as may be permitted with regards to assignment concurrently with the Agreement, in which case any proposed sale, transfer or assignment of Seller's rights and obligations under this License must be carried out in accordance with Section 12 of the Agreement.

19. Notices

19.1 All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service), sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below.

19.2 All such notices or other communications shall be deemed received upon the earlier of 1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notices or 2) if mailed as provided above, on the date of receipt or rejection.

To Menlo Park:

Public Works Director
701 Laurel St
Menlo Park, CA 94025

To Cupertino Electric:

Kris Fabing, Project Manager
Cupertino Electric, Inc.
1132 North Seventh St.
San Jose, CA 95112

Notice of change of address, telephone or telephone number shall be given by written notice in the manner described in this Paragraph. The Participating County is

obligated to notice all State offices listed above and the failure to provide notice to all State offices will be deemed to constitute a lack of notice.

20. Entire Agreement

20.1 This License contains all the agreements of the Parties regarding right of entry for construction and supersedes any prior License or negotiations. There have been no representations by the Seller or understandings made between the Seller and the Buyer regarding right of entry for construction other than those set forth in this License. This License may not be modified except by a written instrument duly executed by the Parties.


21. Counterparts

21.1 This License may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this License by their duly authorized representatives on the date first above written.

~~CUPERTINO ELECTRIC, INC.~~
CEI Solar One, LLC

CITY OF MENLO PARK


By: John J. Curcio
Its: Chief Commercial Officer


Alex McIntyre
City Manager

APPROVED AS TO FORM:


William L. McClure
City Attorney for the City of Menlo Park

Schedule 2: Early Termination Fee

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

Early Termination Occurs in Year:	Early Termination Fee (\$/Wdc including costs of removal)
1	\$4.34
2	\$3.42
3	\$3.18
4	\$3.02
5	\$2.90
6	\$2.75
7	\$2.63
8	\$2.55
9	\$2.45
10	\$2.34
11	\$2.22
12	\$2.07
13	\$2.06
14	\$1.92
15	\$1.75
16	\$1.57
17	\$1.36
18	\$1.13
19	\$0.87
20	FMV

NOTES: Values are based on the NPV of the future cash flows with a discount rate = 9.0%

Schedule 3: Notice Information

Buyer:

City of Menlo Park
701 Laurel St.
Menlo Park, CA, 94025

Seller:

CEI Solar One, LLC.
1132 N 7th St.
San Jose, CA, 95112

Financing Party:

Cupertino Electric, Inc.
c/o Bank of America

With a copy to:

[]

IV. Schedule 4: Description of Generating Facilities

97.6 kW DC roof-mount solar PV system located at 100 Terminal Ave., Menlo Park, CA, 94025. This system services the Onetta Harris Community Center.

V. Schedule 5: Project Site Description

97.6 kW DC roof-mount solar PV system located at 100 Terminal Ave., Menlo Park, CA, 94025. This system services the Onetta Harris Community Center.

VI. Schedule 6: Contract Price

The kWh Rate with respect to the Generating Facility under this Agreement shall be in accordance with the following schedule(s).

Onetta Harris Community Center Generating Facility:

Year of System	kWh Rate[*] (\$/kWh)	Year of System	\$/kWh Rate[*] (\$/kWh)
1	\$0.1900	11	\$0.2432
2	\$0.1948	12	\$0.2493
3	\$0.1996	13	\$0.2555
4	\$0.2046	14	\$0.2619
5	\$0.2097	15	\$0.2685
6	\$0.2150	16	\$0.2752
7	\$0.2203	17	\$0.2821
8	\$0.2259	18	\$0.2891
9	\$0.2315	19	\$0.2963
10	\$0.2373	20	\$0.3037

NOTE: Calculated based on the year 1 kWh Rate multiplied by 2.50% inflation factor each year.

VII. Schedule 7: Expected Annual Contract Quantity

Expected Annual Contract Quantity commencing on the Actual Commercial Operation Date with respect to each Facility under this Agreement shall be as follows:

EXPECTED ANNUAL CONTRACT QUANTITY			
Year of System	Annual kWh	Year of System	Annual kWh
1	141,422	11	134,508
2	140,715	12	133,836
3	140,012	13	133,167
4	139,312	14	132,501
5	138,615	15	131,838
6	137,922	16	131,179
7	137,232	17	130,523
8	136,546	18	129,871
9	135,864	19	129,221
10	135,184	20	128,575
Notes: * Based on PV SYST model & annual degradation of .5% / year.			

VIII. Schedule 8: Project Site Milestones**Mandatory Milestones**

Mandatory Milestone	Date
50% Schematic Design submittal	12/3/2014
90% Design Development submittal	12/10/2014
100% Construction Documents submittal for permitting	12/17/2014
Approved Construction Documents – All Agency Sites	12/31/2014
Notice to Proceed	1/7/2015
Mobilization	2/4/2014
Substantial Completion	4/15/2015
Final Completion	4/29/2015

1.1 Submittals

Seller shall provide the following submittals as part of its obligations under this Agreement. The cost of developing and providing such submittals shall be included in the Contract Price.

Agreement Submittals

Submittal	Timeline Requirement	Date
I. System Design		12/31/2014
a. System Design Documentation	At each design milestone	12/31/2014
b. Warranties	At Construction Documents milestone	12/31/2014
c. Testing Plan	At Construction Documents	12/31/2014

	milestone	
d. Training Plan	At Construction Documents milestone	12/31/2014
e. Power production modeling	At Construction Documents milestone	12/31/2014
II. Procurements and Construction		12/31/2014
a. Quality Assurance / Quality Control (QA/QC) Plan	30 days before commencement of construction	12/31/2014
b. Safety Plan	30 days before commencement of construction	12/31/2014
c. As-built Documentation	After completion of Proving Period	04/29/2015
III. Testing		04/15/2015
a. Acceptance Test Results	After Acceptance Test	04/15/2015
b. Startup Test Results	After Startup Test	04/15/2015
c. Monitoring Data (Proving Period)	Continually throughout Proving Period	04/15/2015
d. Proving Period Report	30 days after System Startup	04/15/2015
IV. Training		03/25/2015
a. Training Materials	30 days before Training Session	03/25/2015
b. Monitoring Manual	30 days before Training Session	03/25/2015
c. Operations & Maintenance Manual	30 days before Training Session	03/25/2015

IX. Schedule 9: Project Management Reimbursement

Seller to provide Project Management funds of Ten Thousand Nine Hundred Twenty Four dollars and Sixty cents <\$10,924.60>, equaling three and one half percent (3.5%) of Seller's costs [to construct] the Generating Facility to Buyer within thirty (30) days of receipt of Notice to Proceed from Buyer.

X. Schedule 10: Cash Flow Tables Showing Value of Solar



PPA Metrics	
Solar PPA	\$0.190
Rate	/kWh
PPA Rate Escalator	2.5%
Year 1 Savings *	\$554
Year 1 Energy Offset	60.9%
Estimated 20 Year Savings	\$32,786
Avg. Monthly Savings	\$137
Avg. Monthly PPA Bill	\$2,717
PPA Term	20

Onetta Harris
Community Center
 City of Menlo Park
 Menlo Park, CA

Model Assumptions:	
System Size (kW DC-STC)	97.6
Rate Switch	A-6
Utility Rate Increase	3.0%
Federal Tax Rate	35.00%
Discount Rate	9.00%
Total Energy Usage (kWh)	232,033

* Savings does not take into account PBI rebates.

PPA SAVINGS ANALYSIS								
(4) Rate Analysis by Genability							Summary	
YEAR	(1) Estimated Pre Solar Utility Bill	(2) Estimated Post Solar Utility Bill	(3) Predicted Solar Energy in kWh	Estimated Solar PPA Payment	Estimated Utility + Solar Payments	Estimated Annual Solar Savings	Total Cash Flow	Accumulative Solar Savings
0	-	-	-	-	-	-	\$0	-
1	\$36,248	\$8,824	141,422	\$26,870	\$35,694	\$554	\$554	\$554
2	\$37,336	\$9,285	140,715	\$27,404	\$36,690	\$646	\$646	\$1,201
3	\$38,456	\$9,765	140,012	\$27,949	\$37,714	\$742	\$742	\$1,943
4	\$39,610	\$10,265	139,312	\$28,504	\$38,769	\$841	\$841	\$2,783
5	\$40,798	\$10,784	138,615	\$29,071	\$39,855	\$943	\$943	\$3,726
6	\$42,022	\$11,324	137,922	\$29,649	\$40,973	\$1,049	\$1,049	\$4,775
7	\$43,283	\$11,886	137,232	\$30,238	\$42,124	\$1,158	\$1,158	\$5,934
8	\$44,581	\$12,470	136,546	\$30,839	\$43,309	\$1,272	\$1,272	\$7,205
9	\$45,918	\$13,078	135,864	\$31,452	\$44,530	\$1,389	\$1,389	\$8,594
10	\$47,296	\$13,709	135,184	\$32,077	\$45,786	\$1,510	\$1,510	\$10,103
11	\$48,715	\$14,366	134,508	\$32,715	\$47,080	\$1,635	\$1,635	\$11,738
12	\$50,176	\$15,048	133,836	\$33,365	\$48,413	\$1,764	\$1,764	\$13,502
13	\$51,682	\$15,757	133,167	\$34,028	\$49,785	\$1,897	\$1,897	\$15,399
14	\$53,232	\$16,493	132,501	\$34,704	\$51,197	\$2,035	\$2,035	\$17,433
15	\$54,829	\$17,258	131,838	\$35,394	\$52,652	\$2,177	\$2,177	\$19,610
16	\$56,474	\$18,053	131,179	\$36,097	\$54,151	\$2,323	\$2,323	\$21,933
17	\$58,168	\$18,879	130,523	\$36,815	\$55,694	\$2,474	\$2,474	\$24,408
18	\$59,913	\$19,736	129,871	\$37,547	\$57,283	\$2,630	\$2,630	\$27,038
19	\$61,711	\$20,627	129,221	\$38,293	\$58,919	\$2,791	\$2,791	\$29,829
20	\$63,562	\$21,551	128,575	\$39,054	\$60,605	\$2,957	\$2,957	\$32,786
	\$974,010	\$289,159	2,698,043	\$652,065	\$941,224	\$32,786	\$32,786	

NOTES:
(1) The Estimated Pre Solar Utility Bill represents an average total bill, including demand & delivery charges found in a typical bill; taxes are not included.
(2) The solar system performance is based on an industry standard annual degradation of .5% per year.
(3) The Estimated Post Solar Utility Bill represents the utility bill less the energy produced by the fully-functioning solar system.
(4) The rate and performance analysis was performed by Genability - an independent 3rd party rate analysis company. See www.genability.com.



STAFF REPORT

City Council Meeting Date: 12/8/2020
Staff Report Number: 20-257-CC

Consent Calendar: **Authorize the city manager to execute a contract amendment with Hello Housing for the administration of below market rate housing programs and loan servicing not to exceed \$145,000 and extend the term of the agreement through January 31, 2021**

Recommendation

Staff recommends City Council authorize the city manager to execute a contract amendment with Hello Housing for the administration of below market rate (BMR) housing programs and loan servicing not to exceed \$145,000 (an increase of \$20,000 from \$125,000) and extend the term of the agreement through January 31, 2021.

Policy Issues

The proposed contract amendment exceeds the city manager's signing authority and requires City Council approval.

Background

On June 23, 2020, the City Council authorized the city manager to execute a contract amendment with Hello Housing to extend an existing contract through December 31, 2020 with an amount not to exceed \$125,000 (Attachment A.)

During the past several months, staff researched service providers who deliver similar services to those of Hello Housing. To determine cost reasonableness, City staff published a request for proposals (RFP) November 4, 2020 for BMR housing program administration services. The City received four proposals on or before the November 25, 2020 deadline and staff are currently reviewing these to complete vendor selection and recommendation.

Analysis

If amended, the agreement total would increase \$20,000 for a total not to exceed \$145,000. Approximately, \$8,000 of the proposed increase will cover the one month of extended service through January 31, 2021 and the remaining \$12,000 is to ensure the City reserves funds for expected increases in variable services performed in December 2020. Hello Housing has provided a quote (Attachment B) for the services expected to be completed in January 2021.

Hello Housing provides a variety of services related to the administration of below market rate housing programs and loan services. Multiple services, such as the processing of new BMR applications,

compliance monitoring and ownership unit sales/resales, are considered variable costs. Furthermore, depending on the frequency and quantity of the variable costs, the charges for the services performed by Hello Housing fluctuate on occasion. Before the expiration of the current contract, staff expects at least one or more variable cost increases, including for the resale of a BMR ownership unit that will increase required hours of service provided by Hello Housing.

With the proposed extension through January 31, 2021, staff is seeking to coordinate a transitional period with a potential new BMR program administrator as a result of the November RFP process. Staff has targeted February 1, 2021 for the selected RFP applicant to begin services. To ensure services to Menlo Park residents and BMR program participants continues without interruption, Hello Housing has agreed to extend services through the end of January, should a new contractor(s) be selected.

City staff will work closely with Hello Housing and any potential new contractor(s) to ensure there is no interruption in service to the public. As a note, Hello Housing submitted a proposal in response to the RFP. In either scenario, Hello Housing remaining or a new administrator being selected, staff will return to the City Council for the approval of a new, longer-term contract in January 2021.

Impact on City Resources

There is no impact on the City's general fund. The increased contract amount of \$20,000 are approved budgeted funds within fiscal year 2020-2021 for BMR program administration currently available in the BMR housing fund. An appropriation may be needed in January for the new contract. Administrative costs associated with implementation of the BMR housing program are eligible uses of the BMR housing fund identified in the City's BMR housing program guidelines.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Hyperlink – June 23, 2020, City Council Staff Report #20-135-CC:
menlopark.org/DocumentCenter/View/25488/D4-20200623-CC-Hello-Housing-amend-BMR-admin-services
- B. Hello Housing January 2021 proposal for services

Report prepared by:

Michael Noce, Management Analyst II

Reviewed by:

Rhonda Coffman, Deputy Community Development Director – Housing

Ownership Portfolio: Key Assumptions

January, 2021

BMR Ownership Homes in Portfolio	65
Estimated Number of New Sales	0
Estimated Number of Resales	0
Estimated Number of Refinances	1
Estimated Number of Waitlist Members (Ownership)	117
Estimated New Ownership Waitlist Applicants (Ownership)	3
Workshops	1

Ownership Activities

Rates

January, 2021

OWNERSHIP - ANNUAL FIXED FEES			
Maintain Website & Field Calls/Emails	\$150 per month	\$	150
Annual Waitlist Update - Ownership (based on stated income)	\$150 per waitlist member	\$	-
BMR Ownership Annual Compliance Monitoring	\$165 per home	\$	-
	Fixed Costs Subtotal	\$	150

OWNERSHIP - ANNUAL VARIABLE FEES (VOLUME DEPENDENT)

New Waitlist Application Processing (based on stated income)	\$165 per waitlist applicant	\$	495
BMR Orientation Meeting/New Applicant Workshops	\$1,000 per workshop	\$	1,000
Management of Resales	\$3,250 per home	\$	-
Review/Approval of Capital Improvements (if applicable in a Resale or Refine)	\$500 per request	\$	-
Management of New Sales (Carryover from Prior Contract's Pricing)	\$2,750 per home	\$	-
Onboarding New BMR Ownership Files into Portfolio	\$145 per file	\$	-
Management of Refinances	\$850 per home	\$	850
Marketing and Management of BMR Resale	\$125 per hour	\$	1,000
	Variable Costs Subtotal	\$	3,345

Fixed Fees	\$	150
Variable Fees	\$	3,345
Total Estimated Fees	\$	3,495

Rental Portfolio: Key Assumptions January, 2021

Total Number of Menlo-Owned Rental Units in Portfolio	4
Total Number of Inclusionary Rental Units subject to Compliance Monitoring.	39
Total Number of new Inclusionary Units	12
New Units Lease ups in City Owned Units	1
Estimated Number of Interest List Members (Rental)	72
Estimated New Interest List Applicants Per Year (Rental)	2
Annual Escalator	

Rental Activities January, 2021

	Rates		
RENTAL - ANNUAL FIXED FEES			
Annual Interest List Update - Rental	\$125 per applicant	\$	-
Annual Report	\$250 per year	\$	-
BMR Rental Recertification/Compliance Monitoring	\$750 per unit	\$	-
		<i>Fixed Cost Subtotal</i>	\$ -
RENTAL - ANNUAL VARIABLE FEES (VOLUME DEPENDENT)			
New Interest List Members	\$165 per applicant	\$	330
		\$	330
		<i>January 2021 Fixed Costs</i>	\$ -
		<i>Projected January 2021 Variable Costs*</i>	\$ 330
		<i>Total Rental Costs</i>	\$ 330

Loan Servicing: Key Assumptions January, 2021

No. of Active Loans with Monthly Payments	38
No. of Deferred Loans	2
Estimated No. of Delinquent Loans	0
Estimated No. of Deferral Requests	0
Estimated No. of Loan Payoffs	0
Annual Escalator	

Loan Servicing: Key Activities January, 2021

	Rates		
ANNUAL FIXED FEES			
Monthly Servicing Fee - Active Payment Loans	\$35 per month	\$	1,330
Monthly Servicing Fee - Deferred Payment Loans	\$25 per month	\$	300
1098 Tax Preparation, Loan Balance Reconciliation, Borrower Communication:	\$1,750 per year	\$	-
		<i>Annual Fixed Cost Subtotal</i>	\$ 1,630
ANNUAL VARIABLE FEES (VOLUME DEPENDENT)			
Delinquent Loan Outreach	\$1000 per file	\$	-
Loan Deferral Request	\$1000 per file	\$	-
Loan Payoff	\$500 per file	\$	-
Allowance for Hourly	\$145 per hour	\$	580
		\$	580
		<i>Total Loan Servicing Costs</i>	\$ 2,210

Estimated Total Compensation for January 2021

BMR Program Administration		January, 2021
Ownership Portfolio		
Annual Fixed Costs*	\$	150
Projected Variable Costs**	\$	3,345
	\$	3,495
Rental Portfolio		
Annual Fixed Costs*	\$	-
Projected Variable Costs	\$	330
	\$	330
Loan Servicing		
Annual Fixed Costs*	\$	1,630
Projected Variable Costs	\$	580
	\$	2,210
Rental, Ownership & Loan Servicing		
Annual Fixed Costs*	\$	1,780
Projected Variable Costs**	\$	4,255
Total Costs	\$	6,035

Hourly Consulting Fees (for services outside base scope described in "Proposed Pricing")	
President	\$225
Vice President	\$175
Program Director	\$145
Program Manager	\$125
Program Associate	\$75

Notes



STAFF REPORT

City council

Meeting Date: 12/8/2020
Staff Report Number: 20-264-CC

Public Hearing: **Conduct rate protest hearing and adopt Resolution No. 6604 to increase solid waste rates for 2021, 2022, 2023, 2024 and 2025 and encumber up to \$1.5 million in the solid waste fund to smooth customer rate increases over the five-year period**

Recommendation

Staff recommends that the City Council:

1. Conduct a Proposition 218 hearing to hear protests to the proposed solid waste rate increases;
2. Adopt Resolution No. 6604 (Attachment A) to increase solid waste rates for calendar years 2021, 2022, 2023, 2024, and 2025; and
3. Encumber \$1.5 million available in the solid waste fund balance to smooth customer rate increases over the five-year period.

Policy Issues

As a matter of law, the City must conduct a Proposition 218 public notification and protest process 45 days before adopting the rates at a public hearing. This hearing allows the City Council to determine whether a majority of ratepayers objected to the increased rates before adopting the final rate resolution.

Executive Summary

The purpose of this agenda item is to conduct a public hearing to receive rate increase protests as required by Proposition 218 and, upon consideration of the protests, adopt a resolution establishing solid waste rates for calendar years 2021, 2022, 2023, 2024, and 2025 (Attachment A.) If sufficient protests are received to nullify the rate increase, the City is obligated to pay an estimated shortfall of up to \$16 million over the next five calendar years (2021-2025.) If the City Council desires to keep the residential rates unchanged while authorizing commercial rate increases, the City is obligated to pay an estimated shortfall of up to \$7.8 million over the next five years.

The recommended resolution authorizes solid waste rate increases to (1) meet compensation requirements agreed to by the City in its solid waste franchise agreement with Recology and membership in the South Bayside Waste Management Authority (SBWMA), and (2) realign certain customer rates to comply with new regulations to charge for the full cost of service. The recommended rates were prepared by an independent third party consultant, R3, which specializes in utility rate calculations. R3's rate model complies with the City Council 2017 rate policy and ensure that Menlo Park's rates are compliant with all legal requires regarding municipal utility rates and sufficient to generate revenue requires to provide solid waste services.

As presented in Attachment A, smaller residential carts would experience up to a \$5.50 per month per year increase with the use of up to \$1.5 million available in the solid waste fund balance to smooth the rates over the next five years. For comparative purposes, between 2018 and 2020, the rate increases for residential

small carts (20 and 30 gallon) was approximately \$3 per month per year. The recommended 2021 rates are consistent with the average rate observed in other Bay Area communities. Actual solid waste rates will be set at or below the maximum rates authorized by the City Council following an informal rate review conducted in the autumn of each year, beginning in September 2021.

Background

The overview of the rate analysis process was presented to the City Council at a study session August 25 (Attachment B.) On October 13, the City Council approved sending the required Proposition 218 notices to property owners notifying them of the recommended maximum solid waste rate increases the City Council will consider (Attachment C.)

A public notification was mailed to property owners October 24 and meets the 45-day requirement to allow City Council to make a final decision on the rate changes (Attachment D.) A public notice was also published in the Almanac November 20, 2020 and in the Examiner November 22, 2020. In addition, a webpage was created to provide information as well as the staff report, and presentation given to City Council in October.

On November 17, the City Council provided direction to use up to \$1.5 million from the solid waste fund balance to smooth rates for mainly small cart residential customers over the next five years (Attachment E.)

Analysis

The purpose of this meeting is to conduct the required protest hearing mandated by the California constitution as amended by voters (Proposition 218.) New information for the City Council consideration in the public hearing and protest procedure are discussed below.

Proposition 218 protest

If a majority of property owners protest the rate increases, the City Council cannot increase rates as a matter of law and would have to find another funding source to cover the service. The City did not receive a majority protest from customers, which allows the City Council to consider increasing and changing rates for 2021, 2022, 2023, 2024, and 2025 at this public hearing.

As of December 2, 27 letters have been received in protest of the recommended rate changes. Protesters' comments and staff analysis are as follows:

- Comment - Objections to increasing rates more for smaller cart customers than larger cart customers that generate more waste. This is counter to promoting behavior to divert waste from the landfill. City staff's response:
 - The rates are still reflective of charging according to the amount of waste generated. In 2025, a larger cart customer (96-gallon) will be paying \$42 more than a 20-gallon customer, which still provides an incentive to reduce, reuse, recycle and compost.
 - Larger cart customers are compliant with new regulations to charge customers according to the full cost of their service.
- Comment - Requests for a tiered rate system based on waste generation similar to how PG&E charges rates. City staff's response:
 - A tiered rate system would still exist under the recommended rates for 2021-2025 where smaller carts pay less than larger carts.
- Comment - Requests to not increase rates for financially impacted customers, such as seniors. City

staff's response:

- The City Council will be considering under a separate agenda item at this meeting a further discounted rate for financially impacted customers.
- Comment - Requests for the franchise agreement with Recology be revisited to provide less frequent pick-ups to save on costs. City staff's response:
 - The City recently extended its agreement with Recology until 2035, and would need to renegotiate the terms of the agreement in order to change pickup frequency. This would need to be prioritized through the City Council work plan, and could have impacts to other City Council priorities.
 - It would take time to renegotiate the agreement and rates would still need to be approved at this meeting until a change is made in the agreement.
 - Any changes to pickup frequency would need to be done citywide and not on an individual need basis in order to experience significant cost savings that would lead to rate reductions. For example, a customer cannot request once a month pickup if the remaining customers on the same route do not opt for the same pickup schedule. The most viable option that could be explored is picking up recycling (blue cart) every two weeks, but this would not be as viable for composting or landfill waste due to health and sanitation considerations and requirements relating to the disposal of organic material.

Recommended rates

For 2021, the City Council authorized City staff to incorporate using the solid waste fund balance of \$500,000 to smooth the rate increase for customers experiencing an increase. This would assist customers in coping with current hardships and economic uncertainty as a result of COVID-19. The rates resulting from the use of solid waste fund balance were properly noticed and included in the required rate increase notification.

City Council also directed staff to present rates that further smooth rate increases for residential small cart (20- and 32-gallon) customers only through the use of an additional \$1 million from the solid waste fund balance beginning January 1, 2022. The direction to further smooth the rate increase for residential small cart customers reduces the noticed \$9 per month increase January 1 to \$5.50. Table 1 details the recommended maximum rates below for single-family services, inclusive of rate smoothing utilizing the additional \$1 million from the solid waste fund. For small cart customers, the cost for 2022-2025 is lower than what was published in the October Proposition 218 notification.

Table 1: Recommended single-family rates bundled services including garbage, recycling and organics						
Garbage container size	Current monthly rate	2021	2022	2023	2024	2025
20 gallon	\$22.81	\$28.31	\$33.81	\$39.31	\$44.81	\$50.31
32 gallon	\$31.14	\$36.64	\$42.14	\$47.64	\$53.14	\$58.64
64 gallon	\$63.73	\$63.97	\$65.23	\$67.22	\$70.15	\$73.93
96 gallon	\$91.46	\$91.46	\$91.46	\$91.46	\$91.46	\$92.21

Recommended 2021 multifamily and business rates are shown in Exhibit A of Attachment A. Menlo Park will still be on average with other communities' waste rates. See Attachment F for rate comparisons.

Impact on City Resources

The recommended maximum rates for calendar years 2021, 2022, 2023, 2024, and 2025, require the encumbrance of \$1.5 million in the solid waste fund to smooth the rate increases. \$500,000 will be used in calendar year 2021. Future year use, not to exceed \$1 million will be assessed in the City Council's annual rate review.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public Notification was achieved by publishing legal notices on November 20, 2020 in the Almanac, November 22, 2020 in the Examiner, mailing public hearing notices on October 24 to all commercial, multifamily, and single family property owners, and by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Resolution No. 6604 approving solid waste rates for all Menlo Park customers for calendar year 2021, 2022, 2023, 2024, and 2025
- B. Hyperlink – August 25, 2020 City Council Staff Report #20-181-CC of rate analysis overview: menlopark.org/DocumentCenter/View/25999/D1-20200825-CC-direction-on-solid-waste-rate-review-process
- C. Hyperlink – October 13, 2020 City Council Staff Report #20-229-CC to approve sending Proposition 218 notification of maximum solid waste rate increases: menlopark.org/DocumentCenter/View/26384/H3-20201013-CC-Prop-218-notices
- D. Proposition 218 notification mailed to property owners
- E. Hyperlink – November 17 presentation on rate smoothing options: menlopark.org/DocumentCenter/View/26777/F1-Presentation
- F. Comparison of waste rates in other communities

Report prepared by:

Rebecca Lucky, Sustainability Manager
Claire Wilson, R3 Consulting
Garth Schultz, R3 Consulting

Reviewed by:

Dan Jacobson, Assistant Administrative Services Director
Cara Silver, Interim City Attorney
Nick Pegueros, Assistant City Manager

RESOLUTION NO. 6604

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING MAXIMUM INCREASES IN RATES FOR THE COLLECTION, PROCESSING, AND DISPOSAL OF WASTE, RECYCLING, AND COMPOST MATERIALS FOR COMMERCIAL, MULTI-FAMILY, AND SINGLE-FAMILY CUSTOMERS WITHIN THE CITY OF MENLO PARK FOR CALENDAR YEARS 2021, 2022, 2023, 2024, AND 2025 AND ENCUMBER UP TO \$1.5 MILLION IN THE SOLID WASTE FUND BALANCE TO SMOOTH CUSTOMER RATE INCREASES OVER THE FIVE YEAR PERIOD

WHEREAS, the City of Menlo Park is a member of the South Bayside Waste Management Authority (SBWMA) under a Joint Powers Agreement with obligations to pay for the processing and/or disposal of solid waste, recycling, and compost materials through the SBWMA's contract with South Bay Recycling, and general operations of the SBWMA organization; and

WHEREAS, the City of Menlo Park has a Franchise Agreement with Recology San Mateo County (Recology) for the collection of solid waste, recycling, and compost materials; and

WHEREAS, the Franchise Agreement and membership to the SBWMA requires the City Council to set Menlo Park customer rates to cover the cost to collect, process, and/or dispose of solid waste, recycling, and composting materials; and

WHEREAS, pursuant to Proposition 218, the City has duly noticed and held a protest and public hearing on December 8, 2020 with respect to its intent to change and raise rates for calendar years 2021, 2022, 2023, 2024, and 2025 and supplemental services according to Exhibit A; and

WHEREAS, a majority protest was not received before or during the public hearing in opposition to change and increase the proposed rates for 2021, 2022, 2023, 2024, and 2025 and supplemental services in Exhibit A; AND

WHEREAS, the City Council desires to smooth rate increases over the next five years using the solid waste fund balance for customers experiencing an increase in rates in 2021 and for residential small cart customers (20 and 32 gallon) experiencing a rate increase from 2022 to 2025.

NOW, THEREFORE BE IT RESOLVED, that the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore do hereby approve of maximum increases in rates for the collection, processing, and disposal of solid waste, recycling, and composting materials for commercial, multifamily, and single family customers within the City of Menlo Park for calendar years 2021, 2022, 2023, 2024, and 2025 and supplemental services (Exhibit A), and approves encumbering up to \$1.5 million in the solid waste fund balance to smooth customer rate increases over the five year period.

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I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the eighth day of December 2020, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this eighth day of December 2020.

Judi A. Herren, City Clerk

Proposed Solid Waste Collection, Processing and Disposal Monthly Service Rates						
SINGLE FAMILY RESIDENTIAL (ONCE WEEKLY ONLY)						
Bundled service which includes 64-gallon recycling and 96-gallon organics service, plus variable garbage size as listed below						
Description	2020	2021	2022	2023	2024	2025
20 GALLON	\$ 22.81	\$ 28.31	\$ 33.81	\$ 39.31	\$ 44.81	\$ 50.31
32 GALLON	\$ 31.14	\$ 36.64	\$ 42.14	\$ 47.64	\$ 53.14	\$ 58.64
64 GALLON	\$ 63.73	\$ 63.97	\$ 65.23	\$ 67.22	\$ 70.15	\$ 73.93
64 GALLON, each additional	\$ 55.99	\$ 55.99	\$ 55.99	\$ 55.99	\$ 55.99	\$ 55.99
96 GALLON	\$ 91.46	\$ 91.46	\$ 91.46	\$ 91.46	\$ 91.46	\$ 92.21
96 GALLON, each additional	\$ 83.72	\$ 83.72	\$ 83.72	\$ 83.72	\$ 83.72	\$ 83.72

Current 2020 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 30.28	\$ 60.55	\$ 90.83	\$ 121.11	\$ 151.40	\$ 181.67	
32 GALLON	\$ 38.29	\$ 83.24	\$ 126.87	\$ 171.73	\$ 217.97	\$ 265.48	
64 GALLON	\$ 70.84	\$ 144.47	\$ 220.94	\$ 300.15	\$ 382.50	\$ 425.04	
96 GALLON	\$ 102.77	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 124.69	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
64 GALLON	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
96 GALLON	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
BINS							
1 CY	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
2 CY	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
3 CY	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
4 CY	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
6 CY	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
ORGANICS							
CARTS							
20 GALLON	\$ 24.90	\$ 49.80	\$ 74.70	\$ 99.61	\$ 124.51	\$ 149.40	\$ 174.30
32 GALLON	\$ 29.18	\$ 61.73	\$ 93.56	\$ 126.05	\$ 159.22	\$ 193.01	\$ 227.47
64 GALLON	\$ 46.24	\$ 93.87	\$ 142.92	\$ 193.36	\$ 245.19	\$ 298.44	\$ 353.06
96 GALLON	\$ 60.70	\$ 123.47	\$ 188.30	\$ 255.22	\$ 324.22	\$ 395.30	\$ 468.46
BINS							
1 YD	\$ 73.83	\$ 149.59	\$ 227.29	\$ 306.93	\$ 388.51	\$ 486.23	\$ 574.37
2 CY	\$ 131.16	\$ 266.19	\$ 418.54	\$ 566.14	\$ 717.79	\$ 887.71	\$ 1,050.12
3 CY	\$ 188.50	\$ 398.52	\$ 609.50	\$ 845.91	\$ 1,077.34	\$ 1,316.76	\$ 1,596.73
4 CY	\$ 249.39	\$ 531.36	\$ 829.95	\$ 1,127.88	\$ 1,436.44	\$ 1,792.24	\$ 2,128.96
6 CY	\$ 390.70	\$ 814.00	\$ 1,244.93	\$ 1,727.08	\$ 2,199.57	\$ 2,743.23	\$ 3,323.81

Proposed 2021 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 45.37	\$ 90.74	\$ 136.11	\$ 181.48	\$ 226.85	\$ 272.22	
32 GALLON	\$ 51.49	\$ 102.98	\$ 154.47	\$ 205.96	\$ 257.45	\$ 308.94	
64 GALLON	\$ 75.29	\$ 150.58	\$ 225.87	\$ 301.16	\$ 376.45	\$ 451.74	
96 GALLON	\$ 102.77	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 124.69	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
64 GALLON	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
96 GALLON	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
BINS							
1 CY	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
2 CY	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
3 CY	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
4 CY	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
6 CY	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
ORGANICS							
CARTS							
20 GALLON	\$ 52.52	\$ 105.04	\$ 157.56	\$ 210.08	\$ 262.60	\$ 315.12	\$ 367.64
32 GALLON	\$ 56.59	\$ 113.18	\$ 169.77	\$ 226.36	\$ 282.95	\$ 339.54	\$ 396.13
64 GALLON	\$ 71.24	\$ 142.48	\$ 213.72	\$ 284.96	\$ 356.20	\$ 427.44	\$ 498.68
96 GALLON	\$ 84.15	\$ 168.30	\$ 252.45	\$ 336.60	\$ 420.75	\$ 504.90	\$ 589.05
BINS							
1 YD	\$ 103.42	\$ 206.84	\$ 310.26	\$ 413.68	\$ 517.10	\$ 620.52	\$ 723.94
2 CY	\$ 161.96	\$ 323.92	\$ 485.88	\$ 647.84	\$ 809.80	\$ 971.76	\$ 1,133.72
3 CY	\$ 220.51	\$ 441.02	\$ 661.53	\$ 882.04	\$ 1,102.55	\$ 1,323.06	\$ 1,543.57
4 CY	\$ 281.44	\$ 562.88	\$ 844.32	\$ 1,125.76	\$ 1,407.20	\$ 1,688.64	\$ 1,970.08
6 CY	\$ 416.37	\$ 832.74	\$ 1,249.11	\$ 1,665.48	\$ 2,081.85	\$ 2,498.22	\$ 2,914.59

Proposed 2022 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 59.75	\$ 119.50	\$ 179.25	\$ 239.00	\$ 298.75	\$ 358.50	
32 GALLON	\$ 64.21	\$ 128.42	\$ 192.63	\$ 256.84	\$ 321.05	\$ 385.26	
64 GALLON	\$ 80.31	\$ 160.62	\$ 240.93	\$ 321.24	\$ 401.55	\$ 481.86	
96 GALLON	\$ 102.77	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 124.69	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
64 GALLON	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
96 GALLON	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
BINS							
1 CY	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
2 CY	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
3 CY	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
4 CY	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
6 CY	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
ORGANICS							
CARTS							
20 GALLON	\$ 78.74	\$ 157.48	\$ 236.22	\$ 314.96	\$ 393.70	\$ 472.44	\$ 551.18
32 GALLON	\$ 82.74	\$ 165.48	\$ 248.22	\$ 330.96	\$ 413.70	\$ 496.44	\$ 579.18
64 GALLON	\$ 95.53	\$ 191.06	\$ 286.59	\$ 382.12	\$ 477.65	\$ 573.18	\$ 668.71
96 GALLON	\$ 107.34	\$ 214.68	\$ 322.02	\$ 429.36	\$ 536.70	\$ 644.04	\$ 751.38
BINS							
1 YD	\$ 132.98	\$ 265.96	\$ 398.94	\$ 531.92	\$ 664.90	\$ 797.88	\$ 930.86
2 CY	\$ 194.36	\$ 388.72	\$ 583.08	\$ 777.44	\$ 971.80	\$ 1,166.16	\$ 1,360.52
3 CY	\$ 255.75	\$ 511.50	\$ 767.25	\$ 1,023.00	\$ 1,278.75	\$ 1,534.50	\$ 1,790.25
4 CY	\$ 318.47	\$ 636.94	\$ 955.41	\$ 1,273.88	\$ 1,592.35	\$ 1,910.82	\$ 2,229.29
6 CY	\$ 451.27	\$ 902.54	\$ 1,353.81	\$ 1,805.08	\$ 2,256.35	\$ 2,707.62	\$ 3,158.89

Proposed 2023 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 66.90	\$ 133.80	\$ 200.70	\$ 267.60	\$ 334.50	\$ 401.40	
32 GALLON	\$ 70.75	\$ 141.50	\$ 212.25	\$ 283.00	\$ 353.75	\$ 424.50	
64 GALLON	\$ 83.91	\$ 167.82	\$ 251.73	\$ 335.64	\$ 419.55	\$ 503.46	
96 GALLON	\$ 102.77	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 124.69	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
64 GALLON	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
96 GALLON	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
BINS							
1 CY	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
2 CY	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
3 CY	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
4 CY	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
6 CY	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
ORGANICS							
CARTS							
20 GALLON	\$ 91.62	\$ 183.24	\$ 274.86	\$ 366.48	\$ 458.10	\$ 549.72	\$ 641.34
32 GALLON	\$ 95.72	\$ 191.44	\$ 287.16	\$ 382.88	\$ 478.60	\$ 574.32	\$ 670.04
64 GALLON	\$ 108.11	\$ 216.22	\$ 324.33	\$ 432.44	\$ 540.55	\$ 648.66	\$ 756.77
96 GALLON	\$ 119.82	\$ 239.64	\$ 359.46	\$ 479.28	\$ 599.10	\$ 718.92	\$ 838.74
BINS							
1 YD	\$ 149.09	\$ 298.18	\$ 447.27	\$ 596.36	\$ 745.45	\$ 894.54	\$ 1,043.63
2 CY	\$ 213.71	\$ 427.42	\$ 641.13	\$ 854.84	\$ 1,068.55	\$ 1,282.26	\$ 1,495.97
3 CY	\$ 278.34	\$ 556.68	\$ 835.02	\$ 1,113.36	\$ 1,391.70	\$ 1,670.04	\$ 1,948.38
4 CY	\$ 343.88	\$ 687.76	\$ 1,031.64	\$ 1,375.52	\$ 1,719.40	\$ 2,063.28	\$ 2,407.16
6 CY	\$ 480.04	\$ 960.08	\$ 1,440.12	\$ 1,920.16	\$ 2,400.20	\$ 2,880.24	\$ 3,360.28

Proposed 2024 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 73.89	\$ 147.78	\$ 221.67	\$ 295.56	\$ 369.45	\$ 443.34	
32 GALLON	\$ 77.30	\$ 154.60	\$ 231.90	\$ 309.20	\$ 386.50	\$ 463.80	
64 GALLON	\$ 88.24	\$ 176.48	\$ 264.72	\$ 352.96	\$ 441.20	\$ 529.44	
96 GALLON	\$ 102.84	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 125.05	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
64 GALLON	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
96 GALLON	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
BINS							
1 CY	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
2 CY	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
3 CY	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
4 CY	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
6 CY	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
ORGANICS							
CARTS							
20 GALLON	\$ 104.08	\$ 208.16	\$ 312.24	\$ 416.32	\$ 520.40	\$ 624.48	\$ 728.56
32 GALLON	\$ 108.36	\$ 216.72	\$ 325.08	\$ 433.44	\$ 541.80	\$ 650.16	\$ 758.52
64 GALLON	\$ 120.72	\$ 241.44	\$ 362.16	\$ 482.88	\$ 603.60	\$ 724.32	\$ 845.04
96 GALLON	\$ 132.64	\$ 265.28	\$ 397.92	\$ 530.56	\$ 663.20	\$ 795.84	\$ 928.48
BINS							
1 YD	\$ 165.74	\$ 331.48	\$ 497.22	\$ 662.96	\$ 828.70	\$ 994.44	\$ 1,160.18
2 CY	\$ 234.74	\$ 469.48	\$ 704.22	\$ 938.96	\$ 1,173.70	\$ 1,408.44	\$ 1,643.18
3 CY	\$ 303.75	\$ 607.50	\$ 911.25	\$ 1,215.00	\$ 1,518.75	\$ 1,822.50	\$ 2,126.25
4 CY	\$ 373.35	\$ 746.70	\$ 1,120.05	\$ 1,493.40	\$ 1,866.75	\$ 2,240.10	\$ 2,613.45
6 CY	\$ 515.79	\$ 1,031.58	\$ 1,547.37	\$ 2,063.16	\$ 2,578.95	\$ 3,094.74	\$ 3,610.53

Proposed 2025 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 80.61	\$ 161.22	\$ 241.83	\$ 322.44	\$ 403.05	\$ 483.66	
32 GALLON	\$ 83.75	\$ 167.50	\$ 251.25	\$ 335.00	\$ 418.75	\$ 502.50	
64 GALLON	\$ 93.20	\$ 186.40	\$ 279.60	\$ 372.80	\$ 466.00	\$ 559.20	
96 GALLON	\$ 104.80	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 127.68	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
64 GALLON	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
96 GALLON	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
BINS							
1 CY	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
2 CY	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
3 CY	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
4 CY	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
6 CY	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
ORGANICS							
CARTS							
20 GALLON	\$ 115.94	\$ 231.88	\$ 347.82	\$ 463.76	\$ 579.70	\$ 695.64	\$ 811.58
32 GALLON	\$ 120.49	\$ 240.98	\$ 361.47	\$ 481.96	\$ 602.45	\$ 722.94	\$ 843.43
64 GALLON	\$ 133.18	\$ 266.36	\$ 399.54	\$ 532.72	\$ 665.90	\$ 799.08	\$ 932.26
96 GALLON	\$ 145.60	\$ 291.20	\$ 436.80	\$ 582.40	\$ 728.00	\$ 873.60	\$ 1,019.20
BINS							
1 YD	\$ 182.69	\$ 365.38	\$ 548.07	\$ 730.76	\$ 913.45	\$ 1,096.14	\$ 1,278.83
2 CY	\$ 257.15	\$ 514.30	\$ 771.45	\$ 1,028.60	\$ 1,285.75	\$ 1,542.90	\$ 1,800.05
3 CY	\$ 331.61	\$ 663.22	\$ 994.83	\$ 1,326.44	\$ 1,658.05	\$ 1,989.66	\$ 2,321.27
4 CY	\$ 406.41	\$ 812.82	\$ 1,219.23	\$ 1,625.64	\$ 2,032.05	\$ 2,438.46	\$ 2,844.87
6 CY	\$ 557.92	\$ 1,115.84	\$ 1,673.76	\$ 2,231.68	\$ 2,789.60	\$ 3,347.52	\$ 3,905.44

Proposed Solid Waste Collection, Processing and Disposal Service PER PULL Rates																				
COMPACTOR SERVICE																				
Service Volume	2020	2021	2022	2023	2024	2025	Service Volume	2020	2021	2022	2023	2024	2025	Service Volume	2020	2021	2022	2023	2024	2025
GARBAGE							RECYCLING							ORGANICS						
8 CY	\$ 946.40	\$ 946.40	\$ 946.40	\$ 946.40	\$ 946.40	\$ 946.40	8 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	8 CY	\$ 583.42	\$ 612.23	\$ 664.50	\$ 719.99	\$ 779.19	\$ 844.42
9 CY	\$ 1,064.70	\$ 1,064.70	\$ 1,064.70	\$ 1,064.70	\$ 1,064.70	\$ 1,064.70	9 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	9 CY	\$ 629.00	\$ 659.00	\$ 713.94	\$ 772.72	\$ 835.83	\$ 905.73
10 CY	\$ 1,183.00	\$ 1,183.00	\$ 1,183.00	\$ 1,183.00	\$ 1,183.00	\$ 1,183.00	10 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	10 CY	\$ 674.57	\$ 705.76	\$ 763.37	\$ 825.44	\$ 892.46	\$ 967.03
11 CY	\$ 1,301.30	\$ 1,301.30	\$ 1,301.30	\$ 1,301.30	\$ 1,301.30	\$ 1,301.30	11 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	11 CY	\$ 720.14	\$ 752.53	\$ 812.81	\$ 878.17	\$ 949.10	\$ 1,028.34
12 CY	\$ 1,419.60	\$ 1,419.60	\$ 1,419.60	\$ 1,419.60	\$ 1,419.60	\$ 1,419.60	12 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	12 CY	\$ 765.72	\$ 799.30	\$ 862.26	\$ 930.91	\$ 1,005.75	\$ 1,089.65
13 CY	\$ 1,537.90	\$ 1,537.90	\$ 1,537.90	\$ 1,537.90	\$ 1,537.90	\$ 1,537.90	13 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	13 CY	\$ 811.29	\$ 846.06	\$ 911.69	\$ 983.63	\$ 1,062.38	\$ 1,150.95
14 CY	\$ 1,656.20	\$ 1,656.20	\$ 1,656.20	\$ 1,656.20	\$ 1,656.20	\$ 1,656.20	14 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	14 CY	\$ 856.87	\$ 892.83	\$ 961.13	\$ 1,036.36	\$ 1,119.02	\$ 1,212.26
15 CY	\$ 1,774.50	\$ 1,774.50	\$ 1,774.50	\$ 1,774.50	\$ 1,774.50	\$ 1,774.50	15 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	15 CY	\$ 902.44	\$ 939.59	\$ 1,010.57	\$ 1,089.09	\$ 1,175.65	\$ 1,273.56
16 CY	\$ 1,892.80	\$ 1,892.80	\$ 1,892.80	\$ 1,892.80	\$ 1,892.80	\$ 1,892.80	16 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	16 CY	\$ 955.42	\$ 993.59	\$ 1,065.44	\$ 1,146.30	\$ 1,235.99	\$ 1,337.90
17 CY	\$ 2,011.10	\$ 2,011.10	\$ 2,011.10	\$ 2,011.10	\$ 2,011.10	\$ 2,011.10	17 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	17 CY	\$ 1,009.27	\$ 992.94	\$ 1,120.95	\$ 1,204.04	\$ 1,296.76	\$ 1,402.60
18 CY	\$ 2,129.40	\$ 2,129.40	\$ 2,129.40	\$ 2,129.40	\$ 2,129.40	\$ 2,129.40	18 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	18 CY	\$ 1,065.08	\$ 1,047.07	\$ 1,177.91	\$ 1,262.98	\$ 1,358.52	\$ 1,468.10
19 CY	\$ 2,247.70	\$ 2,247.70	\$ 2,247.70	\$ 2,247.70	\$ 2,247.70	\$ 2,247.70	19 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	19 CY	\$ 1,123.85	\$ 1,102.95	\$ 1,237.04	\$ 1,323.70	\$ 1,421.76	\$ 1,534.83
20 CY	\$ 2,366.00	\$ 2,366.00	\$ 2,366.00	\$ 2,366.00	\$ 2,366.00	\$ 2,366.00	20 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	20 CY	\$ 1,183.00	\$ 1,161.46	\$ 1,296.45	\$ 1,384.66	\$ 1,485.18	\$ 1,601.69
21 CY	\$ 2,484.30	\$ 2,484.30	\$ 2,484.30	\$ 2,484.30	\$ 2,484.30	\$ 2,484.30	21 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	21 CY	\$ 1,242.15	\$ 1,220.31	\$ 1,355.85	\$ 1,445.60	\$ 1,548.60	\$ 1,668.56
22 CY	\$ 2,602.60	\$ 2,602.60	\$ 2,602.60	\$ 2,602.60	\$ 2,602.60	\$ 2,602.60	22 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	22 CY	\$ 1,301.30	\$ 1,279.15	\$ 1,415.25	\$ 1,506.55	\$ 1,612.02	\$ 1,735.43
23 CY	\$ 2,720.90	\$ 2,720.90	\$ 2,720.90	\$ 2,720.90	\$ 2,720.90	\$ 2,720.90	23 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	23 CY	\$ 1,360.45	\$ 1,338.00	\$ 1,474.66	\$ 1,567.51	\$ 1,675.45	\$ 1,802.31
24 CY	\$ 2,839.20	\$ 2,839.20	\$ 2,839.20	\$ 2,839.20	\$ 2,839.20	\$ 2,839.20	24 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	24 CY	\$ 1,419.60	\$ 1,396.85	\$ 1,534.07	\$ 1,628.46	\$ 1,738.87	\$ 1,869.17
25 CY	\$ 2,957.50	\$ 2,957.50	\$ 2,957.50	\$ 2,957.50	\$ 2,957.50	\$ 2,957.50	25 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	25 CY	\$ 1,478.75	\$ 1,455.70	\$ 1,593.47	\$ 1,689.41	\$ 1,802.29	\$ 1,936.04
26 CY	\$ 3,075.80	\$ 3,075.80	\$ 3,075.80	\$ 3,075.80	\$ 3,075.80	\$ 3,075.80	26 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	26 CY	\$ 1,537.90	\$ 1,514.54	\$ 1,652.88	\$ 1,750.37	\$ 1,865.72	\$ 2,002.92
27 CY	\$ 3,194.10	\$ 3,194.10	\$ 3,194.10	\$ 3,194.10	\$ 3,194.10	\$ 3,194.10	27 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	27 CY	\$ 1,597.05	\$ 1,573.39	\$ 1,712.29	\$ 1,811.32	\$ 1,929.14	\$ 2,069.79
28 CY	\$ 3,312.40	\$ 3,312.40	\$ 3,312.40	\$ 3,312.40	\$ 3,312.40	\$ 3,312.40	28 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	28 CY	\$ 1,656.20	\$ 1,632.24	\$ 1,771.70	\$ 1,872.28	\$ 1,992.57	\$ 2,136.66
29 CY	\$ 3,430.70	\$ 3,430.70	\$ 3,430.70	\$ 3,430.70	\$ 3,430.70	\$ 3,430.70	29 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	29 CY	\$ 1,715.35	\$ 1,691.09	\$ 1,831.10	\$ 1,933.23	\$ 2,055.99	\$ 2,203.53
30 CY	\$ 3,549.00	\$ 3,549.00	\$ 3,549.00	\$ 3,549.00	\$ 3,549.00	\$ 3,549.00	30 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	30 CY	\$ 1,774.50	\$ 1,749.93	\$ 1,890.50	\$ 1,994.18	\$ 2,119.41	\$ 2,270.40
31 CY	\$ 3,667.30	\$ 3,667.30	\$ 3,667.30	\$ 3,667.30	\$ 3,667.30	\$ 3,667.30	31 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	31 CY	\$ 1,833.65	\$ 1,808.78	\$ 1,949.91	\$ 2,055.13	\$ 2,182.83	\$ 2,337.27
32 CY	\$ 3,785.60	\$ 3,785.60	\$ 3,785.60	\$ 3,785.60	\$ 3,785.60	\$ 3,785.60	32 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	32 CY	\$ 1,892.80	\$ 1,867.63	\$ 2,009.32	\$ 2,116.09	\$ 2,246.26	\$ 2,404.14
33 CY	\$ 3,903.90	\$ 3,903.90	\$ 3,903.90	\$ 3,903.90	\$ 3,903.90	\$ 3,903.90	33 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	33 CY	\$ 1,951.95	\$ 1,926.48	\$ 2,068.72	\$ 2,177.03	\$ 2,309.67	\$ 2,471.00
34 CY	\$ 4,022.20	\$ 4,022.20	\$ 4,022.20	\$ 4,022.20	\$ 4,022.20	\$ 4,022.20	34 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	34 CY	\$ 2,011.10	\$ 1,985.32	\$ 2,128.13	\$ 2,237.99	\$ 2,373.10	\$ 2,537.88
35 CY	\$ 4,140.50	\$ 4,140.50	\$ 4,140.50	\$ 4,140.50	\$ 4,140.50	\$ 4,140.50	35 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	35 CY	\$ 2,070.25	\$ 2,044.17	\$ 2,187.54	\$ 2,298.95	\$ 2,436.53	\$ 2,604.75
36 CY	\$ 4,258.80	\$ 4,258.80	\$ 4,258.80	\$ 4,258.80	\$ 4,258.80	\$ 4,258.80	36 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	36 CY	\$ 2,129.40	\$ 2,103.02	\$ 2,246.94	\$ 2,359.89	\$ 2,499.94	\$ 2,671.61
37 CY	\$ 4,377.10	\$ 4,377.10	\$ 4,377.10	\$ 4,377.10	\$ 4,377.10	\$ 4,377.10	37 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	37 CY	\$ 2,188.55	\$ 2,161.87	\$ 2,306.34	\$ 2,420.84	\$ 2,563.36	\$ 2,738.48
38 CY	\$ 4,495.40	\$ 4,495.40	\$ 4,495.40	\$ 4,495.40	\$ 4,495.40	\$ 4,495.40	38 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	38 CY	\$ 2,247.70	\$ 2,220.71	\$ 2,365.75	\$ 2,481.80	\$ 2,626.79	\$ 2,805.36
39 CY	\$ 4,613.70	\$ 4,613.70	\$ 4,613.70	\$ 4,613.70	\$ 4,613.70	\$ 4,613.70	39 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	39 CY	\$ 2,306.85	\$ 2,279.56	\$ 2,425.16	\$ 2,542.75	\$ 2,690.21	\$ 2,872.22
40 CY	\$ 4,732.00	\$ 4,732.00	\$ 4,732.00	\$ 4,732.00	\$ 4,732.00	\$ 4,732.00	40 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	40 CY	\$ 2,366.00	\$ 2,338.41	\$ 2,484.57	\$ 2,603.71	\$ 2,753.64	\$ 2,939.10

Proposed Solid Waste Collection, Processing and Disposal Service PER PULL Rates						
ROLL-OFF DEBRIS BOX						
Service Volume	2020	2021	2022	2023	2024	2025
GARBAGE						
8 CY	\$ 628.95	\$ 628.95	\$ 628.95	\$ 628.95	\$ 628.95	\$ 628.95
15 CY	\$ 628.95	\$ 628.95	\$ 628.95	\$ 631.87	\$ 639.99	\$ 653.05
20 CY	\$ 689.56	\$ 689.56	\$ 689.56	\$ 694.12	\$ 704.21	\$ 719.60
30 CY	\$ 932.01	\$ 932.01	\$ 932.01	\$ 932.01	\$ 932.01	\$ 934.18
40 CY	\$ 1,174.47	\$ 1,174.47	\$ 1,174.47	\$ 1,174.47	\$ 1,174.47	\$ 1,174.47
RECYCLING						
8 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95
15 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95
20 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95
30 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95
40 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95
ORGANICS						
8 CY	\$ 417.44	\$ 439.69	\$ 478.72	\$ 518.95	\$ 560.78	\$ 605.87
15 CY	\$ 517.29	\$ 550.27	\$ 607.95	\$ 667.36	\$ 729.20	\$ 796.00
20 CY	\$ 596.76	\$ 636.51	\$ 706.24	\$ 778.31	\$ 853.58	\$ 935.15
30 CY	\$ 771.99	\$ 823.49	\$ 914.78	\$ 1,010.07	\$ 1,110.46	\$ 1,220.10
40 CY	\$ 947.22	\$ 1,010.46	\$ 1,123.32	\$ 1,241.82	\$ 1,367.34	\$ 1,505.06

Proposed 2021-2025 Solid Waste Collection, Processing and Disposal Service Rates			
UNSCHEDULED SERVICES (ATTACHMENT Q)			
For Rate Years Two (2021) through Ten (2035), the fixed costs specified in this Attachment shall be adjusted to reflect 100% of the one (1) year change in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers, San Francisco-Oakland-Hayward (not seasonally adjusted, all items, base period: 1982-84=100, series no. CUURS49BSA0). The one (1) year change shall be calculated as the average index change between this index for May of prior year and April of current year (i.e., twelve (12) months).			
Unscheduled Service Category	Reference	Cost 2021	Description of Cost
Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Table Below	See Table Below
Distance Charge for MFD and Commercial Accounts	Sections 5.02.B and 5.02.C	A 10% of base monthly Rate	A – 50 to 100 feet or less from Curbside
		B 25% of base monthly Rate	B – 101 feet or more from Curbside
Extra Pick-up Cost for MFD and Commercial Customers	Section 5.02.B and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event
Single-Family Return Trip Cost (i.e., request to provide Collection service after the regularly scheduled Collection day)	Section 5.02.A	\$20.28	Per Collection event
Additional Targeted Recyclable Materials or Organic Materials Cart Rental or Purchase	Sections 5.03.A and 5.04.A	A \$3.59	A – monthly rental fee (any size Cart)
		B \$85.16	B – Customer purchase of a 64 gallon Cart
		C \$93.27	C – Customer purchase of a 96 gallon Cart
Fee for Service On-Call Bulky Item Collection Service	Section 5.12	\$110.22	Per event
Fee to Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A and 8.02.F	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event
		plus \$17.98	
Unscheduled Service Category	Reference	Cost	Description of Cost
Key Service	Section 8.02.B	A \$10.87	Monthly cost: A – Residential Customers
		B \$11.38	B – Commercial Customers
Lock purchase fee (replacement at no additional cost)	Section 8.02.B	\$22.98	One-time per Account cost
Overage Fee	Section 8.02.G	100% of the base monthly Rate	Per Collection event
Overage Bags Cost	Section 8.02.G	50% of the base monthly Rate or \$9.34 minimum	Per bag
Container Cleaning Fee	Section 8.05.D	A \$67.58	A – per Cart
		B \$114.89	B – per Bin or Drop-Box
Dirty Cart Replacement Cost	Section 8.05.D	A \$77.88	A – per 32 gallon Cart
		B \$89.87	B – per 64 gallon Cart
		C \$101.85	C – per 96 gallon Cart

Backyard Collection Service Distance Costs for Single-Family Dwellings				
(Section 5.02.A)				
	One (1) Solid Waste Cart	Two (2) Solid Waste Carts	Three (3) Solid Waste Carts	Four (4) Solid Waste Carts
Distance from Curbside	Base monthly Solid Waste Rate plus	Base monthly Solid Waste Rate plus	Base monthly Solid Waste Rate plus	Base monthly Solid Waste Rate plus
0 – 50 feet	\$21.57	\$34.42	\$68.83	\$103.25
51-100 feet	\$25.16	\$38.01	\$72.43	\$106.84
101-150 feet	\$28.76	\$41.61	\$76.03	\$110.44
151 – 200 feet	\$32.35	\$45.20	\$79.62	\$114.03
201 – 250 feet	\$35.95	\$48.79	\$83.20	\$117.62
251 – 300 feet	\$39.54	\$52.39	\$86.80	\$121.21
301 feet or more	\$43.14	\$55.98	\$90.40	\$124.81

Proposed Solid Waste Collection, Processing and Disposal Monthly Service Rates

SINGLE FAMILY RESIDENTIAL (ONCE WEEKLY ONLY)

Bundled service which includes 64-gallon recycling and 96-gallon organics service, plus variable garbage size as listed below

Description	2020	2021	2022	2023	2024	2025
20 GALLON	\$ 22.81	\$ 28.31	\$ 33.81	\$ 39.31	\$ 44.81	\$ 50.31
32 GALLON	\$ 31.14	\$ 36.64	\$ 42.14	\$ 47.64	\$ 53.14	\$ 58.64
64 GALLON	\$ 63.73	\$ 63.97	\$ 65.23	\$ 67.22	\$ 70.15	\$ 73.93
64 GALLON, each additional	\$ 55.99	\$ 55.99	\$ 55.99	\$ 55.99	\$ 55.99	\$ 55.99
96 GALLON	\$ 91.46	\$ 91.46	\$ 91.46	\$ 91.46	\$ 91.46	\$ 92.21
96 GALLON, each additional	\$ 83.72	\$ 83.72	\$ 83.72	\$ 83.72	\$ 83.72	\$ 83.72

Commercial and Multi-Family Rates

Current 2020 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 30.28	\$ 60.55	\$ 90.83	\$ 121.11	\$ 151.40	\$ 181.67	
32 GALLON	\$ 38.29	\$ 83.24	\$ 126.87	\$ 171.73	\$ 217.97	\$ 265.48	
64 GALLON	\$ 70.84	\$ 144.47	\$ 220.94	\$ 300.15	\$ 382.50	\$ 425.04	
96 GALLON	\$ 102.77	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 124.69	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
64 GALLON	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
96 GALLON	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
BINS							
1 CY	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
2 CY	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
3 CY	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
4 CY	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
6 CY	\$ 5.11	\$ 10.22	\$ 15.33	\$ 20.45	\$ 25.56	\$ 30.68	
ORGANICS							
CARTS							
20 GALLON	\$ 24.90	\$ 49.80	\$ 74.70	\$ 99.61	\$ 124.51	\$ 149.40	\$ 174.30
32 GALLON	\$ 29.18	\$ 61.73	\$ 93.56	\$ 126.05	\$ 159.22	\$ 193.01	\$ 227.47
64 GALLON	\$ 46.24	\$ 93.87	\$ 142.92	\$ 193.36	\$ 245.19	\$ 298.44	\$ 353.06
96 GALLON	\$ 60.70	\$ 123.47	\$ 188.30	\$ 255.22	\$ 324.22	\$ 395.30	\$ 468.46
BINS							
1 YD	\$ 73.83	\$ 149.59	\$ 227.29	\$ 306.93	\$ 388.51	\$ 486.23	\$ 574.37
2 CY	\$ 131.16	\$ 266.19	\$ 418.54	\$ 566.14	\$ 717.79	\$ 887.71	\$ 1,050.12
3 CY	\$ 188.50	\$ 398.52	\$ 609.50	\$ 845.91	\$ 1,077.34	\$ 1,316.76	\$ 1,596.73
4 CY	\$ 249.39	\$ 531.36	\$ 829.95	\$ 1,127.88	\$ 1,436.44	\$ 1,792.24	\$ 2,128.96
6 CY	\$ 390.70	\$ 814.00	\$ 1,244.93	\$ 1,727.08	\$ 2,199.57	\$ 2,743.23	\$ 3,323.81

Commercial and Multi-Family Rates

Proposed 2021 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 45.37	\$ 90.74	\$ 136.11	\$ 181.48	\$ 226.85	\$ 272.22	
32 GALLON	\$ 51.49	\$ 102.98	\$ 154.47	\$ 205.96	\$ 257.45	\$ 308.94	
64 GALLON	\$ 75.29	\$ 150.58	\$ 225.87	\$ 301.16	\$ 376.45	\$ 451.74	
96 GALLON	\$ 102.77	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 124.69	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
64 GALLON	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
96 GALLON	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
BINS							
1 CY	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
2 CY	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
3 CY	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
4 CY	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
6 CY	\$ 12.88	\$ 25.76	\$ 38.64	\$ 51.52	\$ 64.40	\$ 77.28	
ORGANICS							
CARTS							
20 GALLON	\$ 52.52	\$ 105.04	\$ 157.56	\$ 210.08	\$ 262.60	\$ 315.12	\$ 367.64
32 GALLON	\$ 56.59	\$ 113.18	\$ 169.77	\$ 226.36	\$ 282.95	\$ 339.54	\$ 396.13
64 GALLON	\$ 71.24	\$ 142.48	\$ 213.72	\$ 284.96	\$ 356.20	\$ 427.44	\$ 498.68
96 GALLON	\$ 84.15	\$ 168.30	\$ 252.45	\$ 336.60	\$ 420.75	\$ 504.90	\$ 589.05
BINS							
1 YD	\$ 103.42	\$ 206.84	\$ 310.26	\$ 413.68	\$ 517.10	\$ 620.52	\$ 723.94
2 CY	\$ 161.96	\$ 323.92	\$ 485.88	\$ 647.84	\$ 809.80	\$ 971.76	\$ 1,133.72
3 CY	\$ 220.51	\$ 441.02	\$ 661.53	\$ 882.04	\$ 1,102.55	\$ 1,323.06	\$ 1,543.57
4 CY	\$ 281.44	\$ 562.88	\$ 844.32	\$ 1,125.76	\$ 1,407.20	\$ 1,688.64	\$ 1,970.08
6 CY	\$ 416.37	\$ 832.74	\$ 1,249.11	\$ 1,665.48	\$ 2,081.85	\$ 2,498.22	\$ 2,914.59

Commercial and Multi-Family Rates

Proposed 2022 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 59.75	\$ 119.50	\$ 179.25	\$ 239.00	\$ 298.75	\$ 358.50	
32 GALLON	\$ 64.21	\$ 128.42	\$ 192.63	\$ 256.84	\$ 321.05	\$ 385.26	
64 GALLON	\$ 80.31	\$ 160.62	\$ 240.93	\$ 321.24	\$ 401.55	\$ 481.86	
96 GALLON	\$ 102.77	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 124.69	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
64 GALLON	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
96 GALLON	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
BINS							
1 CY	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
2 CY	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
3 CY	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
4 CY	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
6 CY	\$ 20.22	\$ 40.44	\$ 60.66	\$ 80.88	\$ 101.10	\$ 121.32	
ORGANICS							
CARTS							
20 GALLON	\$ 78.74	\$ 157.48	\$ 236.22	\$ 314.96	\$ 393.70	\$ 472.44	\$ 551.18
32 GALLON	\$ 82.74	\$ 165.48	\$ 248.22	\$ 330.96	\$ 413.70	\$ 496.44	\$ 579.18
64 GALLON	\$ 95.53	\$ 191.06	\$ 286.59	\$ 382.12	\$ 477.65	\$ 573.18	\$ 668.71
96 GALLON	\$ 107.34	\$ 214.68	\$ 322.02	\$ 429.36	\$ 536.70	\$ 644.04	\$ 751.38
BINS							
1 YD	\$ 132.98	\$ 265.96	\$ 398.94	\$ 531.92	\$ 664.90	\$ 797.88	\$ 930.86
2 CY	\$ 194.36	\$ 388.72	\$ 583.08	\$ 777.44	\$ 971.80	\$ 1,166.16	\$ 1,360.52
3 CY	\$ 255.75	\$ 511.50	\$ 767.25	\$ 1,023.00	\$ 1,278.75	\$ 1,534.50	\$ 1,790.25
4 CY	\$ 318.47	\$ 636.94	\$ 955.41	\$ 1,273.88	\$ 1,592.35	\$ 1,910.82	\$ 2,229.29
6 CY	\$ 451.27	\$ 902.54	\$ 1,353.81	\$ 1,805.08	\$ 2,256.35	\$ 2,707.62	\$ 3,158.89

Commercial and Multi-Family Rates

Proposed 2023 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 66.90	\$ 133.80	\$ 200.70	\$ 267.60	\$ 334.50	\$ 401.40	
32 GALLON	\$ 70.75	\$ 141.50	\$ 212.25	\$ 283.00	\$ 353.75	\$ 424.50	
64 GALLON	\$ 83.91	\$ 167.82	\$ 251.73	\$ 335.64	\$ 419.55	\$ 503.46	
96 GALLON	\$ 102.77	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 124.69	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
64 GALLON	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
96 GALLON	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
BINS							
1 CY	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
2 CY	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
3 CY	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
4 CY	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
6 CY	\$ 23.77	\$ 47.54	\$ 71.31	\$ 95.08	\$ 118.85	\$ 142.62	
ORGANICS							
CARTS							
20 GALLON	\$ 91.62	\$ 183.24	\$ 274.86	\$ 366.48	\$ 458.10	\$ 549.72	\$ 641.34
32 GALLON	\$ 95.72	\$ 191.44	\$ 287.16	\$ 382.88	\$ 478.60	\$ 574.32	\$ 670.04
64 GALLON	\$ 108.11	\$ 216.22	\$ 324.33	\$ 432.44	\$ 540.55	\$ 648.66	\$ 756.77
96 GALLON	\$ 119.82	\$ 239.64	\$ 359.46	\$ 479.28	\$ 599.10	\$ 718.92	\$ 838.74
BINS							
1 YD	\$ 149.09	\$ 298.18	\$ 447.27	\$ 596.36	\$ 745.45	\$ 894.54	\$ 1,043.63
2 CY	\$ 213.71	\$ 427.42	\$ 641.13	\$ 854.84	\$ 1,068.55	\$ 1,282.26	\$ 1,495.97
3 CY	\$ 278.34	\$ 556.68	\$ 835.02	\$ 1,113.36	\$ 1,391.70	\$ 1,670.04	\$ 1,948.38
4 CY	\$ 343.88	\$ 687.76	\$ 1,031.64	\$ 1,375.52	\$ 1,719.40	\$ 2,063.28	\$ 2,407.16
6 CY	\$ 480.04	\$ 960.08	\$ 1,440.12	\$ 1,920.16	\$ 2,400.20	\$ 2,880.24	\$ 3,360.28

Commercial and Multi-Family Rates

Proposed 2024 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 73.89	\$ 147.78	\$ 221.67	\$ 295.56	\$ 369.45	\$ 443.34	
32 GALLON	\$ 77.30	\$ 154.60	\$ 231.90	\$ 309.20	\$ 386.50	\$ 463.80	
64 GALLON	\$ 88.24	\$ 176.48	\$ 264.72	\$ 352.96	\$ 441.20	\$ 529.44	
96 GALLON	\$ 102.84	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 125.05	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
64 GALLON	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
96 GALLON	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
BINS							
1 CY	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
2 CY	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
3 CY	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
4 CY	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
6 CY	\$ 27.16	\$ 54.32	\$ 81.48	\$ 108.64	\$ 135.80	\$ 162.96	
ORGANICS							
CARTS							
20 GALLON	\$ 104.08	\$ 208.16	\$ 312.24	\$ 416.32	\$ 520.40	\$ 624.48	\$ 728.56
32 GALLON	\$ 108.36	\$ 216.72	\$ 325.08	\$ 433.44	\$ 541.80	\$ 650.16	\$ 758.52
64 GALLON	\$ 120.72	\$ 241.44	\$ 362.16	\$ 482.88	\$ 603.60	\$ 724.32	\$ 845.04
96 GALLON	\$ 132.64	\$ 265.28	\$ 397.92	\$ 530.56	\$ 663.20	\$ 795.84	\$ 928.48
BINS							
1 YD	\$ 165.74	\$ 331.48	\$ 497.22	\$ 662.96	\$ 828.70	\$ 994.44	\$ 1,160.18
2 CY	\$ 234.74	\$ 469.48	\$ 704.22	\$ 938.96	\$ 1,173.70	\$ 1,408.44	\$ 1,643.18
3 CY	\$ 303.75	\$ 607.50	\$ 911.25	\$ 1,215.00	\$ 1,518.75	\$ 1,822.50	\$ 2,126.25
4 CY	\$ 373.35	\$ 746.70	\$ 1,120.05	\$ 1,493.40	\$ 1,866.75	\$ 2,240.10	\$ 2,613.45
6 CY	\$ 515.79	\$ 1,031.58	\$ 1,547.37	\$ 2,063.16	\$ 2,578.95	\$ 3,094.74	\$ 3,610.53

Commercial and Multi-Family Rates

Proposed 2025 Solid Waste Collection, Processing and Disposal Monthly Service Rates							
COMMERCIAL BUSINESSES AND MULTI-FAMILY							
Description	Collection Frequency (per week)						
	1	2	3	4	5	6	7
GARBAGE							
CARTS							
20 GALLON	\$ 80.61	\$ 161.22	\$ 241.83	\$ 322.44	\$ 403.05	\$ 483.66	
32 GALLON	\$ 83.75	\$ 167.50	\$ 251.25	\$ 335.00	\$ 418.75	\$ 502.50	
64 GALLON	\$ 93.20	\$ 186.40	\$ 279.60	\$ 372.80	\$ 466.00	\$ 559.20	
96 GALLON	\$ 104.80	\$ 216.24	\$ 324.37	\$ 432.50	\$ 540.60	\$ 696.83	
BINS							
1 CUBIC YARD (CY)	\$ 127.68	\$ 254.37	\$ 389.04	\$ 528.69	\$ 673.34	\$ 859.55	\$ 1,021.04
2 CY	\$ 249.39	\$ 508.73	\$ 812.67	\$ 1,104.38	\$ 1,406.53	\$ 1,755.67	\$ 2,085.51
3 CY	\$ 374.08	\$ 797.04	\$ 1,219.00	\$ 1,691.81	\$ 2,154.69	\$ 2,633.50	\$ 3,193.45
4 CY	\$ 498.78	\$ 1,062.71	\$ 1,659.91	\$ 2,255.76	\$ 2,872.90	\$ 3,584.50	\$ 4,257.93
6 CY	\$ 781.40	\$ 1,627.98	\$ 2,489.85	\$ 3,454.15	\$ 4,399.15	\$ 5,486.45	\$ 6,647.61
8 CY	\$ 1,041.88	\$ 2,170.64	\$ 3,388.99	\$ 4,653.42	\$ 5,985.23	\$ 7,461.59	\$ 9,037.26
1.5 CY COMPACTED	\$ 768.92	\$ 1,537.84	\$ 2,306.76	\$ 3,075.68	\$ 3,844.60	\$ 4,613.52	\$ 5,382.44
2 CY COMPACTED	\$ 1,025.22	\$ 2,050.44	\$ 3,075.67	\$ 4,100.89	\$ 5,126.11	\$ 6,151.32	\$ 7,176.55
3 CY COMPACTED	\$ 1,537.83	\$ 3,075.66	\$ 4,613.49	\$ 6,151.32	\$ 7,689.15	\$ 9,226.98	\$ 10,764.81
4 CY COMPACTED	\$ 2,050.44	\$ 4,100.88	\$ 6,151.32	\$ 8,201.76	\$ 10,252.20	\$ 12,302.64	\$ 14,353.08
RECYCLING							
CARTS							
32 GALLON	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
64 GALLON	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
96 GALLON	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
BINS							
1 CY	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
2 CY	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
3 CY	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
4 CY	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
6 CY	\$ 30.34	\$ 60.68	\$ 91.02	\$ 121.36	\$ 151.70	\$ 182.04	
ORGANICS							
CARTS							
20 GALLON	\$ 115.94	\$ 231.88	\$ 347.82	\$ 463.76	\$ 579.70	\$ 695.64	\$ 811.58
32 GALLON	\$ 120.49	\$ 240.98	\$ 361.47	\$ 481.96	\$ 602.45	\$ 722.94	\$ 843.43
64 GALLON	\$ 133.18	\$ 266.36	\$ 399.54	\$ 532.72	\$ 665.90	\$ 799.08	\$ 932.26
96 GALLON	\$ 145.60	\$ 291.20	\$ 436.80	\$ 582.40	\$ 728.00	\$ 873.60	\$ 1,019.20
BINS							
1 YD	\$ 182.69	\$ 365.38	\$ 548.07	\$ 730.76	\$ 913.45	\$ 1,096.14	\$ 1,278.83
2 CY	\$ 257.15	\$ 514.30	\$ 771.45	\$ 1,028.60	\$ 1,285.75	\$ 1,542.90	\$ 1,800.05
3 CY	\$ 331.61	\$ 663.22	\$ 994.83	\$ 1,326.44	\$ 1,658.05	\$ 1,989.66	\$ 2,321.27
4 CY	\$ 406.41	\$ 812.82	\$ 1,219.23	\$ 1,625.64	\$ 2,032.05	\$ 2,438.46	\$ 2,844.87
6 CY	\$ 557.92	\$ 1,115.84	\$ 1,673.76	\$ 2,231.68	\$ 2,789.60	\$ 3,347.52	\$ 3,905.44

CITY OF MENLO PARK
COMPACTOR RATES

Proposed Solid Waste Collection, Processing and Disposal Service PER PULL Rates																				
COMPACTOR SERVICE																				
Service Volume	2020	2021	2022	2023	2024	2025	Service Volume	2020	2021	2022	2023	2024	2025	Service Volume	2020	2021	2022	2023	2024	2025
GARBAGE							RECYCLING							ORGANICS						
8 CY	\$ 946.40	\$ 946.40	\$ 946.40	\$ 946.40	\$ 946.40	\$ 946.40	8 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	8 CY	\$ 583.42	\$ 612.23	\$ 664.50	\$ 719.99	\$ 779.19	\$ 844.42
9 CY	\$ 1,064.70	\$ 1,064.70	\$ 1,064.70	\$ 1,064.70	\$ 1,064.70	\$ 1,064.70	9 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	9 CY	\$ 629.00	\$ 659.00	\$ 713.94	\$ 772.72	\$ 835.83	\$ 905.73
10 CY	\$ 1,183.00	\$ 1,183.00	\$ 1,183.00	\$ 1,183.00	\$ 1,183.00	\$ 1,183.00	10 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	10 CY	\$ 674.57	\$ 705.76	\$ 763.37	\$ 825.44	\$ 892.46	\$ 967.03
11 CY	\$ 1,301.30	\$ 1,301.30	\$ 1,301.30	\$ 1,301.30	\$ 1,301.30	\$ 1,301.30	11 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	11 CY	\$ 720.14	\$ 752.53	\$ 812.81	\$ 878.17	\$ 949.10	\$ 1,028.34
12 CY	\$ 1,419.60	\$ 1,419.60	\$ 1,419.60	\$ 1,419.60	\$ 1,419.60	\$ 1,419.60	12 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	12 CY	\$ 765.72	\$ 799.30	\$ 862.26	\$ 930.91	\$ 1,005.75	\$ 1,089.65
13 CY	\$ 1,537.90	\$ 1,537.90	\$ 1,537.90	\$ 1,537.90	\$ 1,537.90	\$ 1,537.90	13 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	13 CY	\$ 811.29	\$ 846.06	\$ 911.69	\$ 983.63	\$ 1,062.38	\$ 1,150.95
14 CY	\$ 1,656.20	\$ 1,656.20	\$ 1,656.20	\$ 1,656.20	\$ 1,656.20	\$ 1,656.20	14 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	14 CY	\$ 856.87	\$ 892.83	\$ 961.13	\$ 1,036.36	\$ 1,119.02	\$ 1,212.26
15 CY	\$ 1,774.50	\$ 1,774.50	\$ 1,774.50	\$ 1,774.50	\$ 1,774.50	\$ 1,774.50	15 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	15 CY	\$ 902.44	\$ 939.59	\$ 1,010.57	\$ 1,089.09	\$ 1,175.65	\$ 1,273.56
16 CY	\$ 1,892.80	\$ 1,892.80	\$ 1,892.80	\$ 1,892.80	\$ 1,892.80	\$ 1,892.80	16 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	16 CY	\$ 955.42	\$ 993.59	\$ 1,065.44	\$ 1,146.30	\$ 1,235.99	\$ 1,337.90
17 CY	\$ 2,011.10	\$ 2,011.10	\$ 2,011.10	\$ 2,011.10	\$ 2,011.10	\$ 2,011.10	17 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	17 CY	\$ 1,009.27	\$ 992.94	\$ 1,120.95	\$ 1,204.04	\$ 1,296.76	\$ 1,402.60
18 CY	\$ 2,129.40	\$ 2,129.40	\$ 2,129.40	\$ 2,129.40	\$ 2,129.40	\$ 2,129.40	18 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	18 CY	\$ 1,065.08	\$ 1,047.07	\$ 1,177.91	\$ 1,262.98	\$ 1,358.52	\$ 1,468.10
19 CY	\$ 2,247.70	\$ 2,247.70	\$ 2,247.70	\$ 2,247.70	\$ 2,247.70	\$ 2,247.70	19 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	19 CY	\$ 1,123.85	\$ 1,102.95	\$ 1,237.04	\$ 1,323.70	\$ 1,421.76	\$ 1,534.83
20 CY	\$ 2,366.00	\$ 2,366.00	\$ 2,366.00	\$ 2,366.00	\$ 2,366.00	\$ 2,366.00	20 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	20 CY	\$ 1,183.00	\$ 1,161.46	\$ 1,296.45	\$ 1,384.66	\$ 1,485.18	\$ 1,601.69
21 CY	\$ 2,484.30	\$ 2,484.30	\$ 2,484.30	\$ 2,484.30	\$ 2,484.30	\$ 2,484.30	21 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	21 CY	\$ 1,242.15	\$ 1,220.31	\$ 1,355.85	\$ 1,445.60	\$ 1,548.60	\$ 1,668.56
22 CY	\$ 2,602.60	\$ 2,602.60	\$ 2,602.60	\$ 2,602.60	\$ 2,602.60	\$ 2,602.60	22 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	22 CY	\$ 1,301.30	\$ 1,279.15	\$ 1,415.25	\$ 1,506.55	\$ 1,612.02	\$ 1,735.43
23 CY	\$ 2,720.90	\$ 2,720.90	\$ 2,720.90	\$ 2,720.90	\$ 2,720.90	\$ 2,720.90	23 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	23 CY	\$ 1,360.45	\$ 1,338.00	\$ 1,474.66	\$ 1,567.51	\$ 1,675.45	\$ 1,802.31
24 CY	\$ 2,839.20	\$ 2,839.20	\$ 2,839.20	\$ 2,839.20	\$ 2,839.20	\$ 2,839.20	24 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	24 CY	\$ 1,419.60	\$ 1,396.85	\$ 1,534.07	\$ 1,628.46	\$ 1,738.87	\$ 1,869.17
25 CY	\$ 2,957.50	\$ 2,957.50	\$ 2,957.50	\$ 2,957.50	\$ 2,957.50	\$ 2,957.50	25 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	25 CY	\$ 1,478.75	\$ 1,455.70	\$ 1,593.47	\$ 1,689.41	\$ 1,802.29	\$ 1,936.04
26 CY	\$ 3,075.80	\$ 3,075.80	\$ 3,075.80	\$ 3,075.80	\$ 3,075.80	\$ 3,075.80	26 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	26 CY	\$ 1,537.90	\$ 1,514.54	\$ 1,652.88	\$ 1,750.37	\$ 1,865.72	\$ 2,002.92
27 CY	\$ 3,194.10	\$ 3,194.10	\$ 3,194.10	\$ 3,194.10	\$ 3,194.10	\$ 3,194.10	27 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	27 CY	\$ 1,597.05	\$ 1,573.39	\$ 1,712.29	\$ 1,811.32	\$ 1,929.14	\$ 2,069.79
28 CY	\$ 3,312.40	\$ 3,312.40	\$ 3,312.40	\$ 3,312.40	\$ 3,312.40	\$ 3,312.40	28 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	28 CY	\$ 1,656.20	\$ 1,632.24	\$ 1,771.70	\$ 1,872.28	\$ 1,992.57	\$ 2,136.66
29 CY	\$ 3,430.70	\$ 3,430.70	\$ 3,430.70	\$ 3,430.70	\$ 3,430.70	\$ 3,430.70	29 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	29 CY	\$ 1,715.35	\$ 1,691.09	\$ 1,831.10	\$ 1,933.23	\$ 2,055.99	\$ 2,203.53
30 CY	\$ 3,549.00	\$ 3,549.00	\$ 3,549.00	\$ 3,549.00	\$ 3,549.00	\$ 3,549.00	30 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	30 CY	\$ 1,774.50	\$ 1,749.93	\$ 1,890.50	\$ 1,994.18	\$ 2,119.41	\$ 2,270.40
31 CY	\$ 3,667.30	\$ 3,667.30	\$ 3,667.30	\$ 3,667.30	\$ 3,667.30	\$ 3,667.30	31 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	31 CY	\$ 1,833.65	\$ 1,808.78	\$ 1,949.91	\$ 2,055.13	\$ 2,182.83	\$ 2,337.27
32 CY	\$ 3,785.60	\$ 3,785.60	\$ 3,785.60	\$ 3,785.60	\$ 3,785.60	\$ 3,785.60	32 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	32 CY	\$ 1,892.80	\$ 1,867.63	\$ 2,009.32	\$ 2,116.09	\$ 2,246.26	\$ 2,404.14
33 CY	\$ 3,903.90	\$ 3,903.90	\$ 3,903.90	\$ 3,903.90	\$ 3,903.90	\$ 3,903.90	33 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	33 CY	\$ 1,951.95	\$ 1,926.48	\$ 2,068.72	\$ 2,177.03	\$ 2,309.67	\$ 2,471.00
34 CY	\$ 4,022.20	\$ 4,022.20	\$ 4,022.20	\$ 4,022.20	\$ 4,022.20	\$ 4,022.20	34 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	34 CY	\$ 2,011.10	\$ 1,985.32	\$ 2,128.13	\$ 2,237.99	\$ 2,373.10	\$ 2,537.88
35 CY	\$ 4,140.50	\$ 4,140.50	\$ 4,140.50	\$ 4,140.50	\$ 4,140.50	\$ 4,140.50	35 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	35 CY	\$ 2,070.25	\$ 2,044.17	\$ 2,187.54	\$ 2,298.95	\$ 2,436.53	\$ 2,604.75
36 CY	\$ 4,258.80	\$ 4,258.80	\$ 4,258.80	\$ 4,258.80	\$ 4,258.80	\$ 4,258.80	36 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	36 CY	\$ 2,129.40	\$ 2,103.02	\$ 2,246.94	\$ 2,359.89	\$ 2,499.94	\$ 2,671.61
37 CY	\$ 4,377.10	\$ 4,377.10	\$ 4,377.10	\$ 4,377.10	\$ 4,377.10	\$ 4,377.10	37 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	37 CY	\$ 2,188.55	\$ 2,161.87	\$ 2,306.34	\$ 2,420.84	\$ 2,563.36	\$ 2,738.48
38 CY	\$ 4,495.40	\$ 4,495.40	\$ 4,495.40	\$ 4,495.40	\$ 4,495.40	\$ 4,495.40	38 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	38 CY	\$ 2,247.70	\$ 2,220.71	\$ 2,365.75	\$ 2,481.80	\$ 2,626.79	\$ 2,805.36
39 CY	\$ 4,613.70	\$ 4,613.70	\$ 4,613.70	\$ 4,613.70	\$ 4,613.70	\$ 4,613.70	39 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	39 CY	\$ 2,306.85	\$ 2,279.56	\$ 2,425.16	\$ 2,542.75	\$ 2,690.21	\$ 2,872.22
40 CY	\$ 4,732.00	\$ 4,732.00	\$ 4,732.00	\$ 4,732.00	\$ 4,732.00	\$ 4,732.00	40 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95	40 CY	\$ 2,366.00	\$ 2,338.41	\$ 2,484.57	\$ 2,603.71	\$ 2,753.64	\$ 2,939.10

Debris Box Rates

Proposed Solid Waste Collection, Processing and Disposal Service PER PULL Rates						
ROLL-OFF DEBRIS BOX						
Service Volume	2020	2021	2022	2023	2024	2025
GARBAGE						
8 CY	\$ 628.95	\$ 628.95	\$ 628.95	\$ 628.95	\$ 628.95	\$ 628.95
15 CY	\$ 628.95	\$ 628.95	\$ 628.95	\$ 631.87	\$ 639.99	\$ 653.05
20 CY	\$ 689.56	\$ 689.56	\$ 689.56	\$ 694.12	\$ 704.21	\$ 719.60
30 CY	\$ 932.01	\$ 932.01	\$ 932.01	\$ 932.01	\$ 932.01	\$ 934.18
40 CY	\$ 1,174.47	\$ 1,174.47	\$ 1,174.47	\$ 1,174.47	\$ 1,174.47	\$ 1,174.47
RECYCLING						
8 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95
15 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95
20 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95
30 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95
40 CY	\$ 218.82	\$ 238.11	\$ 268.99	\$ 298.15	\$ 326.07	\$ 353.95
ORGANICS						
8 CY	\$ 417.44	\$ 439.69	\$ 478.72	\$ 518.95	\$ 560.78	\$ 605.87
15 CY	\$ 517.29	\$ 550.27	\$ 607.95	\$ 667.36	\$ 729.20	\$ 796.00
20 CY	\$ 596.76	\$ 636.51	\$ 706.24	\$ 778.31	\$ 853.58	\$ 935.15
30 CY	\$ 771.99	\$ 823.49	\$ 914.78	\$ 1,010.07	\$ 1,110.46	\$ 1,220.10
40 CY	\$ 947.22	\$ 1,010.46	\$ 1,123.32	\$ 1,241.82	\$ 1,367.34	\$ 1,505.06

CITY OF MENLO PARK
UNSCHEDULED SERVICE AND BACKYARD RATES

Proposed 2021-2025 Solid Waste Collection, Processing and Disposal Service Rates			
UNSCHEDULED SERVICES (ATTACHMENT Q)			
For Rate Years Two (2021) through Ten (2035), the fixed costs specified in this Attachment shall be adjusted to reflect 100% of the one (1) year change in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers, San Francisco-Oakland-Hayward (not seasonally adjusted, all items, base period: 1982-84=100, series no. CUURS49BSA0). The one (1) year change shall be calculated as the average index change between this index for May of prior year and April of current year (i.e., twelve (12) months).			
Unscheduled Service Category	Reference	Cost 2021	Description of Cost
Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Table Below	See Table Below
Distance Charge for MFD and Commercial Accounts	Sections 5.02.B and 5.02.C	A 10% of base monthly Rate	A – 50 to 100 feet or less from Curbside
		B 25% of base monthly Rate	B – 101 feet or more from Curbside
Extra Pick-up Cost for MFD and Commercial Customers	Section 5.02.B and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event
Single-Family Return Trip Cost (i.e., request to provide Collection service after the regularly scheduled Collection day)	Section 5.02.A	\$20.28	Per Collection event
Additional Targeted Recyclable Materials or Organic Materials Cart Rental or Purchase	Sections 5.03.A and 5.04.A	A \$3.59	A – monthly rental fee (any size Cart)
		B \$85.16	B – Customer purchase of a 64 gallon Cart
		C \$93.27	C – Customer purchase of a 96 gallon Cart
Fee for Service On-Call Bulky Item Collection Service	Section 5.12	\$110.22	Per event
Fee to Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A and 8.02.F	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event
		plus	
		\$17.98	
Unscheduled Service Category	Reference	Cost	Description of Cost
Key Service	Section 8.02.B	A \$10.87	A – Residential Customers
		B \$11.38	B – Commercial Customers
Lock purchase fee (replacement at no additional cost)	Section 8.02.B	\$22.98	One-time per Account cost
Overage Fee	Section 8.02.G	100% of the base monthly Rate	Per Collection event
Overage Bags Cost	Section 8.02.G	50% of the base monthly Rate or \$9.34 minimum	Per bag
Container Cleaning Fee	Section 8.05.D	A \$67.58	A – per Cart
		B \$114.89	B – per Bin or Drop-Box
Dirty Cart Replacement Cost	Section 8.05.D	A \$77.88	A – per 32 gallon Cart
		B \$89.87	B – per 64 gallon Cart
		C \$101.85	C – per 96 gallon Cart

Backyard Collection Service Distance Costs for Single-Family Dwellings				
(Section 5.02.A)				
	One (1) Solid Waste Cart	Two (2) Solid Waste Carts	Three (3) Solid Waste Carts	Four (4) Solid Waste Carts
Distance from Curbside	Base monthly Solid Waste Rate plus	Base monthly Solid Waste Rate plus	Base monthly Solid Waste Rate plus	Base monthly Solid Waste Rate plus
0 – 50 feet	\$21.57	\$34.42	\$68.83	\$103.25
51-100 feet	\$25.16	\$38.01	\$72.43	\$106.84
101-150 feet	\$28.76	\$41.61	\$76.03	\$110.44
151 – 200 feet	\$32.35	\$45.20	\$79.62	\$114.03
201 – 250 feet	\$35.95	\$48.79	\$83.20	\$117.62
251 – 300 feet	\$39.54	\$52.39	\$86.80	\$121.21
301 feet or more	\$43.14	\$55.98	\$90.40	\$124.81

PROPOSED FIVE-YEAR RATES FOR SOLID WASTE SERVICES (GARBAGE, RECYCLING AND ORGANICS)

PUBLIC HEARING NOTICE

Esta información es sobre aumentos de tarifas de recolección de residuos sólidos (basura, reciclaje y productos orgánicos). Si tiene alguna pregunta, favor de llamar a 650-330-2595.

The City of Menlo Park is proposing to increase the maximum allowable solid waste rates for customers within the city boundaries of Menlo Park. Solid waste rates pay for the collection, processing and disposal of landfilled waste, recyclable and compostable materials. In addition, the City Council is providing public notice of its intent to increase the existing fees for

supplemental services not covered in the monthly base rates, such as backyard service distance charges. See specific rate information in this notice and on the city website at menlopark.org/garbagerates. If approved, these maximum rates will be effective January 1 of each listed year for 2021, 2022, 2023, 2024 and 2025.

RATE INCREASE PUBLIC HEARING

Tuesday, December 8, 2020

5 p.m.

Meeting via teleconference at menlopark.org/garbagerates



SOLID WASTE SERVICE RATES PUBLIC HEARING NOTICE

City of Menlo Park
701 Laurel St.
Menlo Park CA 94025



WHY THE NEED TO CONSIDER A RATE INCREASE?

- Disposal costs do increase, including costs related to recycling and composting. Some of this is due to changes in cost of service and labor that are tightly managed through agreements, and typically result in increases between 5 to 10 percent per year. However, there are additional costs and impacts outside of the city's control, such as complying with new unfunded state mandates that no longer allow organics to be landfilled (SB 1383) and China's National Sword policy that dropped the value of recycling, along with associated revenues.
- The historically discounted and subsidized 20 and 32-gallon residential garbage carts that reward customers to reduce, recycle and compost, have been so successful that 75 percent of residential customers use it, making it difficult to recover the full costs of the community's disposal needs. Thus, smaller cart customers will see greater increases.
- New regulations, resulting from a 2015 court decision, limit the city's ability to continue subsidies and discounts to small cart customers and offer free or heavily subsidized recycling and composting services. The regulations require rates be based on actual and true costs of service for each cart/bin type (landfill-black, recycle-blue and compost-green). As a result, previous discounts for small carts must be removed to be in compliance, and a charge is required for recycling and organics, as specific costs exist to pick up and process these. The goal has been to gradually transition small cart customers to reach compliance in yearly increments, and this pattern will continue over the next five years when rate equity is expected to be reached. Thus, smaller cart customers will see greater increases and businesses will see increases in composting and recycling.

HOW TO PROTEST THE PROPOSED SOLID WASTE SERVICE RATES

If you wish to file a written protest, please send your protest letter, including:

1. The affected real property, identified by street address and the assessor's parcel number (APN)
2. Indicate opposition to the proposed rate increase
3. Include the property owner name (as listed on the property tax bill) and signature

All property owners may issue a protest. Only one written protest will be counted per parcel. The letter will be part of the public record once opened. The proposed rates cannot be adopted if written protests are received from a majority of affected parcels.

Mail written protests to:

City of Menlo Park

Attn: Solid Waste Services Rate Protest

701 Laurel St.

Menlo Park, CA 94025

All written protests must be received before 5 p.m., Tuesday, December 8, 2020, or it must be presented at the City Council meeting that evening, before the close of the public hearing on the matter.

For more information, review the report and presentation from the City Council's October 13, 2020, meeting, online at menlopark.org/citycouncilagenda or menlopark.org/garbargerates.

DID YOU KNOW?

Menlo Park's single-family residences recycle over 70 percent of their solid waste! Your single-family residential monthly solid waste rates cover the cost of collection AND recycling, composting and disposing of your recyclables, organics and garbage.



CITY COUNCIL TO CONSIDER POTENTIAL COVID-19 RELIEF POLICIES

The City Council recognizes the need to balance compliance with state rate structure laws, covering the cost of service for waste disposal and supporting customers during COVID-19 hardships.

As a result, the City Council will consider offering a discounted rate for low-income customers. For customers that do not qualify, but have experienced hardships as a result of COVID-19, the City Council will consider implementing a hardship program that could offer discounts similar to (or the same as) low-income customers during the pandemic.

The City Council has and will continue to consider using one-time reserves (akin to a savings account) to minimize rate increases in 2021, particularly for small cart customers. Reserves of \$500,000 are already included in this 2021 rate notice to reduce rate impacts. Without this, the 2021 rates would be higher than shown in this notice.

Additional use of one-time reserves could be considered at the City Council’s December 8 meeting, when a final rate decision will be made. Please note, using reserves is not sustainable over time and defers rate increases to later years; however, it can be appropriate at times. The City Council cannot adopt rates higher than what is posted in this notice without informing property owners. Future rates can be set lower than those adopted if there is a decrease in disposal costs, changes in state laws or recovery in recycling markets. Rate analysis is conducted annually to determine if waste rates need to be adjusted to the maximum level authorized by City Council.



SINGLE-FAMILY RESIDENTIAL

The table below shows the maximum monthly rates being considered for single-family residential customers for each year by cart size. The base monthly rates include the following solid waste services:

- Weekly pickup of garbage, recycling and organic material.
- Single-stream recycling using a blue cart to recycle glass, metal cans, aluminum, cartons, non-food soiled paper and cardboard, small scrap metal and plastics numbered 1–7.
- Residential food scrap composting program using the green yard waste cart for items such as meat, cheese, fruits and vegetables, and food soiled paper products such as pizza boxes, paper drink cups, paper plates and paper napkins.

PROPOSED SINGLE-FAMILY RESIDENTIAL MAXIMUM RATES 2021-2025						
Bundled service, which includes 64-gallon recycling and 96-gallon organics services plus variable garbage size, as listed below.						
Description	Current rate	2021	2022	2023	2024	2025
20-gallon	\$22.81	\$31.59	\$40.14	\$44.62	\$49.16	\$53.69
32-gallon	\$31.14	\$38.53	\$45.92	\$50.05	\$54.42	\$58.94
64-gallon	\$63.73	\$63.97	\$65.23	\$67.22	\$70.15	\$73.93
96-gallon	\$91.46	\$91.46	\$91.46	\$91.46	\$91.46	\$92.21

Noticed rate for 2021 includes a one-time use of \$500,000 in available reserves. Without the use of this one-time reserve, rates would be higher than proposed for 2021. On December 8, the City Council may consider using additional amounts of available reserves to further reduce the level of increases included in this notice. In addition, the City Council will also be considering a low-income discounted rate and a COVID-19 hardship discounted rate.

PROPOSED COMMERCIAL BUSINESSES AND MULTIFAMILY

Once-per-week service, maximum rates for 2020 and 2021

Visit menlopark.org/garbagerates for complete details

Service	Garbage		Recycling		Organics	
	Current rate	2021 rate	Current rate	2021 rate	Current rate	2021 rate
20-gallon	\$30.28	\$45.37	n/a	n/a	\$24.90	\$52.52
32-gallon	\$38.29	\$51.49	\$5.11	\$12.88	\$29.18	\$56.59
64-gallon	\$70.84	\$75.29	\$5.11	\$12.88	\$46.24	\$71.24
96-gallon	\$102.77	\$102.77	\$5.11	\$12.88	\$60.70	\$84.15
1 cubic yard	\$124.69	\$124.69	\$5.11	\$12.88	\$73.83	\$103.42
2 cubic yard	\$249.39	\$249.39	\$5.11	\$12.88	\$131.16	\$161.96
3 cubic yard	\$374.08	\$374.08	\$5.11	\$12.88	\$188.50	\$220.51
4 cubic yard	\$498.78	\$498.78	\$5.11	\$12.88	\$249.39	\$281.44
6 cubic yard	\$781.40	\$781.40	\$5.11	\$12.88	\$390.70	\$416.37
8 cubic yard	\$1,041.88	\$1,041.88	n/a	n/a	n/a	n/a

Noticed rate for 2021 includes a one-time use of \$500,000 in available reserves. Without the use of this one-time reserve, rates would be higher than proposed for 2021. On December 8, the City Council may consider using additional amounts of available reserves to further reduce the level of increases included in this notice. In addition, the City Council will also be considering a low-income discounted rate and a COVID-19 hardship discounted rate.

Complete rate sheets and a detailed listing of the maximum proposed monthly base rates, including all rates for multifamily residential and commercial customers for each year and all supplemental services can be obtained on the city website at menlopark.org/garbagerates, or by contacting the City Manager’s Office at 650-330-2595 or via email at garbagerates@menlopark.org.

SUPPLEMENTAL SERVICES

The City Council will also consider increasing the fees for supplemental services provided by Recology that are not covered in the monthly base rates, and include backyard service, additional carts, extra on-call pickups of bulky items beyond the annual two free pickups, key service for commercial customers and other similar services.

The use of these supplemental services is discretionary and the resulting fee is the responsibility of the service recipient.

To view the exact fees, please visit the city website at menlopark.org/garbagerates.

COMMERCIAL AND MULTIFAMILY RESIDENTIAL

The table above shows the maximum monthly rates to be considered for commercial and multifamily residential customers for 2021 by container size for once weekly collection of landfilled, recyclable and compostable materials. The base rates for these services are determined not only by the type of service but also the service frequency.

Consequently, there are over 250 base rates available that cannot be provided in this notice. For complete rate details for 2021 through 2025, please visit the city website at menlopark.org/garbagerates.

Proposed 2021 rates for those communities are not yet available and will likely be higher than shown below.

Comparison of 2020 single-family waste rates to proposed 2021 Rates				
Monthly single-family waste rates (based on garbage container size)				
Community	20 gallon	32 gallon	64 gallon	96 gallon
San Mateo	\$15.19	\$24.29	\$53.52	\$82.69
Foster City	\$15.35	\$24.59	\$49.16	\$73.75
Redwood City	\$15.87	\$32.86	\$64.20	\$95.31
Mountain View	\$23.95	\$34.95	\$69.90	\$104.85
Atherton	\$25.00	\$50.00	\$93.00	\$138.00
San Carlos	\$25.87	\$38.65	\$58.87	\$76.06
Palo Alto	\$27.81	\$50.07	\$100.15	\$150.22
Menlo Park proposed 2021 rates	\$28.31	\$36.64	\$63.97	\$91.46
Belmont	\$29.57	\$38.85	\$76.48	\$114.72
Santa Clara	\$29.60	\$37.90	\$55.70	\$73.60
Milpitas	\$34.08	\$37.04	\$43.56	\$50.05
Unincorporated San Mateo	\$35.33	\$41.99	\$61.95	\$88.00
North Fair Oaks (County)	\$36.07	\$36.07	\$36.07	\$84.14
Hillsborough	\$36.17	\$50.60	\$78.48	\$111.12
East Palo Alto	\$48.56	\$48.56	\$48.56	\$48.56
Burlingame	N/A	\$26.80	\$53.60	\$79.55
West Bay Sanitary	N/A	\$51.00	\$72.00	\$105.00
Sunnyvale	N/A	\$37.36	\$41.47	\$46.67
San Jose	N/A	\$39.12	\$78.24	\$117.36
Average without Menlo Park	\$28.46	\$38.93	\$63.05	\$91.09



PROPOSITION 218 HEARING TO ADOPT GARBAGE RATE INCREASES

Rebecca Lucky, Sustainability Manager

Garth Schultz, R3 Consulting Inc



STAFF RECOMMENDATION

1. Conduct a Proposition 218 hearing
2. Adopt garbage rate increases for calendar years 2021-2025
3. Earmark \$1.5 million from the solid waste fund balance to smooth customer rate increases
 - Reduces noticed rate increase of \$9 per month to \$5.50 per month for small cart customers



PROPOSITION 218 PROTESTS

- 20,863 notices were mailed in October

- If a majority of property owners protest the rate increases, the City Council cannot increase rates (10,432)
 - 28 protests have been received and can continue to be received until the public hearing is closed

- Protest comments:
 - Small cart increases will reduce the incentive to reduce, recycle and compost
 - Large cart customers rates should be increased more than small cart customers
 - Requests for a tiered rate system based on waste generated
 - Do not increase rates for financially constrained customers
 - Reduce frequency of pick-ups to save on costs



THANK YOU



STAFF REPORT

City Council
Meeting Date: 12/8/2020
Staff Report Number: 20-265-CC

Regular Business: **Adopt Resolution No. 6605 authorizing implementation of a pilot program between January 1, 2021 and June 30, 2021, to provide financial relief on residents' solid waste and water bills and appropriate \$164,000 from general fund**

Recommendation

Staff recommends the City Council adopt Resolution No. 6605 authorizing city staff to implement a pilot program between January 1, 2021 and June 30, 2021, to provide financial relief on residents' solid waste and water bills (Attachment A) and appropriate \$164,000 from the unassigned fund balance from the general fund.

Policy Issues

City of Menlo Park's mission statement highlights functions that the City fulfills including providing special assistance to those in need, implementing City programs, and supporting the City's diverse neighborhoods and population. The local government values finding solutions to the community's current and future needs. On June 16, City Council adopted Resolution No. 6563 to promote inclusion and equity communitywide through City policies and practices. Furthermore, the City Council has fiduciary duties to authorize and prioritize City fund expenditures.

Background

Available rate assistance programs

Rate assistance programs provide financial relief to help residents pay for their basic living expenses, such as medical, housing and utilities. Medical/Medi-Cal, Supplemental Security Income, Low-Income Home Energy Assistance Program (LIHEAP), and National School Lunch Program are some examples of federally funded public assistance programs. LIHEAP offers a one-time payment assistance to pay for either the gas or electric bill and offers low-cost energy efficient home improvements. Comcast has a low-cost internet service program called Internet Essentials to help individuals and families work and study from home. Neighboring local jurisdictions offer different discount options for their utility services. For example, City of Palo Alto offers monthly 25 percent discounts for gas and electricity and City of Redwood City offers monthly \$20 discounts for water.

One common program qualification for the rate assistance programs (RAPs) is:

- If someone in the household is enrolled in a public assistance program; or
- If the household meets the program's income guidelines.

For example, the low-income rate assistance program for California Water (Cal Water) lists Pacific Gas and Electric (PG&E) California Alternative Rates for Energy (CARE) program as one of the eligible assistance

programs to be enrolled and has its own household income guideline to follow. Other RAPs, such as Recology San Francisco and City of San Carlos, only use the PG&E CARE program as the enrollment qualification.

PG&E CARE program

The PG&E CARE program offers a monthly minimum of 20 percent discount on gas and electricity while other RAPs offer 10 to 50 percent discounts on solid waste, water and other utilities. Any PG&E customer is eligible for CARE (Attachment B.) If a landlord bills the tenant/applicant directly for gas and electricity, the applicant is a “sub-metered” customer. Even though this applicant is not a direct PG&E customer, he/she may still be eligible for CARE. Here are some of the qualifications for CARE enrollment:

- PG&E bill must be in the applicant’s or landlord’s name;
- Applicant must live at the address (as primary residency) where the discount is applied;
- Applicant may not be claimed as dependent (besides the spouse) on income tax return;
- The energy meter may not be shared with another household;
- Applicant must renew eligibility every two years (or every four years for fixed income households); and
- Qualification is based on total annual income of everyone living in the household or someone is enrolled in at least one of the qualified public assistance programs.

The CARE income guidelines is similar to the 2020 San Mateo County (SMC) income limits for affordable housing (Table 1.) Based on a household of four persons, SMC’s current area median income (AMI) is \$143,100. When comparing the two income guidelines, the CARE program closely relates to SMC’s extremely low income limit (30 percent AMI) for households with four persons or fewer. For 5 persons or more, the CARE program income guidelines falls between SMC’s extremely low and very low income limit (50 percent AMI.)

Table 1: Annual household income comparison				
Number of persons in households	PG&E CARE program	San Mateo County extremely low (30% AMI) income limit	San Mateo County very low (50% AMI) income limit	
1-2	\$34,480 or less	\$36,540 – \$41,760	\$60,900 – \$69,600	
3	\$43,440 or less	\$46,980	\$78,300	
4	\$52,400 or less	\$52,200	\$87,000	
5	\$61,360 or less	\$56,400	\$94,000	
6	\$70,320 or less	\$60,570	\$100,950	
7	\$79,280 or less	\$64,740	\$107,900	
8	\$88,240 or less	\$68,910	\$114,850	
9	\$97,200 or less	-	-	
10	\$106,160 or less	-	-	
Each additional person, add	\$8,960	-	-	

Due to the COVID-19 pandemic, PG&E expanded its household income requirement to allow applicants to record their household income as of the date they applied. Therefore, if applicants experienced job loss or decreased wages, they report their current household income going forward, not their past income.

Analysis

City Council was introduced to the rate assistance program concept several times over the past few months:

- During the August 25 study session, City Council provided direction to pursue a 20 percent discount program for solid waste.
- During the September 8 study session, City Council expressed support for a discount for Menlo Park Municipal Water (MPMW) customers.
- On October 13, City Council approved the mailing of Proposition 218 notices for solid waste rates inclusive of a \$500,000 subsidy.
- On November 17, City Council approved a five-year subsidy of \$1.5 million to help reduce 2021 increases for all solid waste customers and to smooth rates for 20-gallon and 32-gallon residential customers from 2022 to 2025.

This new rate assistance program presents opportunities for residents who generally face financial hardship and those specifically affected by COVID-19 to:

- Enroll in PG&E CARE program to receive discounts on their gas and electricity bills if not currently enrolled; and
- Receive discounts on their solid waste (Recology) and water (Menlo Park Municipal Water) bills, if applicable.

City of Menlo Park's rate assistance program

Staff is proposing a program comprised of the following four components and described in more detail below:

- Program qualification
- Solid waste discount
- Menlo Park Municipal Water discount
- Administrative cost

Program qualification

In April, PG&E provided staff that there were 1,164 CARE enrollees within the 94025 ZIP code, which includes some areas outside the city limits. By using the U.S. Census' American Community Survey, staff was able to refine the estimated CARE enrollees within the incorporated City boundary to 870 qualified households likely to participate in the City's rate assistance program for households with individual solid waste and/or water accounts.

Table 2 shows about 75 percent of the households in City of Menlo Park participate in a public assistance program when compared to the number of household participants in the 94025 ZIP code. Staff used the same ratio to estimate the number of CARE enrollees within the city limits, which was 870 households.

Table 2: Incorporated City participants versus ZIP code participants in public assistance programs			
Single family households participants			
	City of Menlo Park	94025 ZIP code	Percent of City compared to ZIP code
Households with social security income (2018)	2,234	2,943	76%
Total households in public assistance program	3,463	4,487	77%

In November, PG&E updated city staff that approximately 1,300 customers are now enrolled in CARE within the 94025 ZIP code. Using the 75 percent ratio of participants from Table 2 to apply to the 1,300 CARE enrollees, staff estimates 975 qualified households within the incorporated City boundary to participate in the City’s rate assistance program. The increased number of participants may be due to the economic effects from the COVID-19 pandemic, such as job loss.

Therefore, City staff anticipates 975 households to participate in the City’s solid waste rate assistance program and a smaller number to participate in the City’s water RAP given the smaller number of water customers. City staff suspects the potential for a short-term increase of participants due to the financial hardships from the COVID-19 pandemic.

Because the rate assistance program is new, city staff recommends implementing a pilot program for the next six (6) months (January 1, 2021 to June 30, 2021) using the PG&E CARE program as an enrollment qualification. This will help better estimate resident participation levels and long-term costs and funding options. The workflow would typically be as follows:

- Resident is enrolled (or enrolls) in CARE;
- He/she submits the most recent PG&E bill to verify CARE enrollment and submits recent Recology and MPMW bills to receive a discount on each;
- Submission is processed by third-party administrator; and
- City staff coordinates with utility companies to establish discount on resident’s accounts.

Solid waste discount

Typically, residents receive Recology bills quarterly on the first day of January, April, July and October. This means the January bill shows service charges for the month of January, February and March. The 20 percent discount would apply monthly, which would be visible on the next quarterly bill. As long as the resident applies before June 30, 2021, the discount would retroactively apply January 1, 2021. For instance, when Recology receives a list of qualified residents in February, the discount would retroactively start January 1, 2021, but the discounted rate will be reflected on the next billing cycle in April with a credit for the discounted rate difference from January, February and March.

Because Recology services all Menlo Park residents, the City anticipates 975 recipients to receive a 20 percent solid waste discount. This discount is comparable to the PG&E CARE program discount rate. The single family bundled rate includes garbage, recycling and organics services. In Table 3, city staff used Recology’s July 2020 subscription level to calculate the cost of discount savings with the proposed solid waste rates with the use of \$1.5 million in subsidy (\$0.5 million in 2021 and \$1 million additional over 2022 to 2025) based on the City Council’s direction November 17.

Table 3: Cost of discount savings for solid waste						
Garbage container size (gallon)	Resident subscription level	2021 proposed rates	20% monthly discount cost	January 1, 2021 to June 30, 2021, discount cost	Total discount cost	
20	25%	\$28.31	\$5.66	\$33.97	\$8,200.12	
32	52%	\$36.54	\$7.31	\$43.85	\$22,131.12	
64	19%	\$63.97	\$12.79	\$76.76	\$14,313.66	
96	4%	\$91.46	\$18.29	\$109.75	\$4,657.29	
Total	100%				\$49,302.18	

Table 3 describes the City’s cost to provide a monthly 20 percent discount for all garbage container sizes to the qualified households. The resident subscription level column in the table represents the number of households who subscribe to the corresponding garbage container sizes. For budgeting purposes, staff uses the same subscription level to estimate the number of qualified households for each container size. For example, with the anticipated 975 qualified households enrolled in the CARE program and the 25 percent of Menlo Park residents who use a 20-gallon garbage container, staff estimates 240 households to enroll in the City’s rate assistance program. For each qualified 20-gallon household, a 20 percent monthly discount would be equivalent to \$5.66. This means for each of these households, the City would subsidize \$33.97 for six months in order for them to receive a discounted solid waste rate. As a result, approximately \$8,200 is the cost to implement a discount for the anticipated 240 households that subscribe to 20-gallon containers.

To summarize, if the subscription level does not change within the next six months and the anticipated 975 residents participate in the City’s rate assistance program, the total estimated cost to the City is approximately \$49,000. This cost estimate is for the pilot program (January 1, 2021 to June 30, 2021) and does not include the program administration costs.

Other San Francisco Bay Area communities offer monthly solid waste discounts ranging from 10 to 25 percent. For instance, City of San Carlos offers 10 percent discount, City of Emeryville offers 12.5 percent, and Recology San Francisco offers 25 percent discount. Another option is to offer a fixed discount amount like City of Santa Clara who offers \$3 per month discount for its solid waste customers.

Menlo Park Municipal Water discount

Menlo Park Municipal Water (MPMW) is a City-owned, enterprise funded by rate payers serving approximately one-half of the City’s residents. The water discount would apply to qualified MPMW customers. Rather than offering a percentage discount for the water customers, staff recommends a fixed monthly discount rate to be equivalent to 50 percent of the 5/8-inch meter service charge. California Water (Cal Water)’s low income rate assistance program offers the same discount criteria.

Table 4: Cost of discount savings for water					
Meter size (inches)	Monthly service charge	50% monthly discount	Jan. 1, 2021, to June 30, 2021, discount cost	Total discount cost	
5/8	\$28.21	\$14.11	\$84.63	\$82,514.25	

Table 4 calculates the total discount cost to implement a fixed monthly discount (approximately \$14) for the pilot program (January 1, 2021 to June 30, 2021.) For budgeting purposes, staff used 975 qualified households to calculate the total estimated discount cost even though there may be fewer MPMW customer participants in the City’s program than solid waste participants. As a result, the total estimated discount cost for water customers is approximately \$82,500 not including the program administration cost.

City staff will present the new proposed water rates to City Council at a later date, but the rates are scheduled to go into effect July 1, 2021. However, since the intent of the City’s rate assistance program involves providing financial relief to residents in need, city staff recommends starting water’s discount program simultaneously with solid waste’s discount program January 1, 2021.

Minol, Menlo Park Municipal Water billing provider, City of Redwood City, and Cal Water have experience implementing a flat discount for their customers. Because water consumption varies monthly, this method is more predictable. As of October, approximately 86 Menlo Park households participate in Cal Water’s low income rate assistance program.

Administration costs

Implementation and administration of this rate assistance program is likely to include the following tasks:

- Conduct community outreach and marketing through bill inserts, newsletters, social media;
- Assist residents with applications from various sources, such as online and paper applications;
- Process approximately 975 applications to verify completion;
- Monitor and facilitate re-enrollment, which is dependent on PG&E CARE program’s renewal date; and
- Coordinate with Recology and Minol to apply discounts for qualified residents.

Three months ago, city staff reached out to the Samaritan House for a cost estimate to provide these services. At that time, Samaritan House did not have staff capacity to help implement this program. However, the organization referred staff to Central Cost Energy Services (CCES), another nonprofit that has experience with assisting low-income households and appears to be well suited to administer this program for the City of Menlo Park.

The estimated annual administrative cost is approximately \$32,000, which is within the City Manager’s contract signing authority. CCES will help market the City’s rate assistance program, verify residents’ eligibility, assist residents with their applications, process the applications for completion, and administer the re-enrollment process. City staff will coordinate with CCESS, Recology and Minol to apply the discounts for the qualified residents. The cost estimate is dependent of the number of applications processed, and CCES needs a month lead time to prepare for the program. If an alternative implementation option is selected, the administrative cost may vary, depending on the service request. Table 5 summarizes the costs for the City’s rate assistance pilot program, which would total approximately \$164,000.

Table 5: Summary of City’s rate assistance program discount costs			
	Estimated households	Monthly discount	6 month pilot program duration
Administration	975	Not applicable	\$32,175.00
Solid waste	975	20% of 2021 proposed rates	\$49,302.18
Water	975	50% of meter service charge	\$82,514.25
Total	975	-	\$163,991.43

Alternative options

City Council may consider other options such as:

- Implement the rate assistance program in a phased approach;
- Offer one-time financial assistance; or
- Forgo a rate assistance program at this time.

Phased implementation

A phased implementation approach would entail starting the solid waste discount January 1, 2021 and the MPMW water discount July 1, 2021. These start dates coincide with the new solid waste rates and water rates effective dates, respectively. However, if the City Council adopts the new water rates in July 2021, the water rates may increase, including the water meter service charge. Staff would come back to the City Council to discuss an appropriate water discount in correlation to the new water rates.

Recology provides waste collection services for all Menlo Park residents; whereas, MPMW provides water services to approximately half of the City's residents. Therefore, the solid waste discount can be used as a pilot program for the water discount to better estimate the number of eligible customers who may also qualify for the water discount.

The phased approach delays the water discount program by six months, but also allows more time to consider an appropriate approach to implement the water discount. Therefore, the phased approach program for the next six (6) months is estimated to be \$49,000 plus \$32,000 in program administration costs for a total cost of \$81,000.

One-time financial assistance

Another option is to offer residents a one-time financial assistance between January 1, 2021 and June 31, 2021. Staff would suggest an amount between \$48 to \$60, which is equivalent to approximately \$8 to \$10 a month. Based on the 2021 proposed solid waste rates with the use of \$0.5 million in subsidy, the one-time financial aid is equivalent to a monthly discount ranging from 10 to 35 percent. This percent discount is dependent on the resident's subscription level. A one-time credit, or adjustment, provides a more immediate financial relief to residents as opposed to a monthly discount. The estimated cost to serve 975 households is approximately \$46,800 to \$58,500 plus \$32,000 in program administration cost for a total cost of \$78,800 to \$90,500.

City of Mountain View offers one-time credit of \$50 to be applied to the resident's water, sewer and solid waste bills. Their program is first-come, first-served basis until the budgeted funds are depleted. However, implementing this option may incur an additional cost from CCES as it may require more work to administer.

Summary

In order to implement the rate assistance program in January 2021, staff recommends that the City Council adopt Resolution No. 6605 (Attachment A) and appropriate \$164,000. The rate program would expire as of July 1, 2021, unless extended by the City Council.

Table 6 summarizes the cost estimates for three different implementation options for the duration of January 1, 2021 to June 30, 2021. The costs depend on the solid waste subscription level and the number of enrollees.

Table 6: Summary of three program options for six months (January 1, 2021 to June 30, 2021)

	Option 1: Solid waste and water pilot program	Option 2: Phased approach	Option 3: One-time financial relief
Administrative	\$32,175	\$32,175	\$32,175*
Solid waste	\$49,302.18	\$49,302.18	\$46,800 - \$58,500
Water	\$82,514.25	-	-
Total	\$163,991.43	\$81,477.18	\$78,975 – 90,675

*May incur additional cost

Impact on City Resources

When discussing the rate assistance program at previous meetings, the City Council expressed a desire to pursue funding options other than the general fund if possible. Unfortunately, under State law (Proposition 218), neither solid waste rates nor water rates can be used to subsidize rates paid by other ratepayers. Most other City funds other than the general fund are dedicated to specific purposes and therefore are not eligible for such a program. In the November 10 budget amendment staff report, staff recommended budgeting from the general fund to pay for this pilot program, and staff continues to make this recommendation. For relative context, the \$164,000 appropriation from the unassigned balance in the general fund represents 0.5 percent of projected general fund property tax revenue for fiscal year 2020-21, which is less than the 1.7 percent maximum set by policy for community funding grants.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Resolution No. 6605
- B. Hyperlink – PG&E CARE program guidelines: pge.com/en_US/residential/save-energy-money/help-paying-your-bill/longer-term-assistance/care/program-guidelines.page
- C. Hyperlink – Solid waste study session staff report: menlopark.org/DocumentCenter/View/25999/D1-20200825-CC-direction-on-solid-waste-rate-review-process
- D. Hyperlink – Water rate study session staff report: menlopark.org/DocumentCenter/View/26090/E1-20200908-CC-Water-rate-study
- E. Hyperlink – Solid waste proposition 218 staff report: menlopark.org/DocumentCenter/View/26384/H3-20201013-CC-Prop-218-notices
- F. Solid waste rate smoothing options staff presentation

Staff Report #: 20-265-CC

Report prepared by:
Joanna Chen, Sustainability Specialist

Report reviewed by:
Justin Murphy, Deputy City Manager

RESOLUTION NO. 6605**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO IMPLEMENT A PILOT PROGRAM FOR A SOLID WASTE AND WATER RATE ASSISTANCE PROGRAM**

WHEREAS, as of June 16, 2020 the City Council adopted Resolution No. 6563 to support the black lives matter movement, which emphasizes inclusion and equity within the community through City policies and services; and

WHEREAS, to promote equity and support Menlo Park's diverse community, establishing a rate assistance program will help low-income households to cover basic living expenses; and

WHEREAS, some rate assistance programs, such as Pacific Gas & Electricity (PG&E) California Alternative Rate Energy (CARE) program offers monthly minimum discount of 20 percent on gas and electricity; and

WHEREAS, due to the current COVID-19 pandemic and potential solid waste and water rate increases, some residential customers may be financially impacted; and

WHEREAS, on August 25, 2020 during a study session, the City Council supported city staff to establish a rate assistance program for solid waste rates at 20 percent discount; and

WHEREAS, on September 8, 2020 during a study session, the City Council supported city staff to establish a rate assistance program for Menlo Park Municipal Water customers; and

WHEREAS, on October 13, 2020 the City Council authorized a Proposition 218 notification to commence the process to adopt new solid waste rates for the next five years (2021-2025) at a public hearing on December 8, 2020; and

WHEREAS, on November 17, 2020 the City Council provided direction to staff to use \$1.5 million in subsidy (\$0.5 million in 2021 and \$1 million throughout 2022 to 2025); and

WHEREAS, on January 1, 2021, new solid waste rates will be in effect; and

WHEREAS, on July 1, 2021, new Menlo Park Municipal Water rates are scheduled to be in effect; and

WHEREAS, the City of Menlo Park's rate assistance program should be adopted.

NOW, THEREFORE BE IT RESOLVED, the program shall be comprised of the following timeframe, discount, and qualifications unless modified by the City Council by resolution:

1. Timeframe: commence on January 1, 2021 and end on June 30, 2021;
2. Discount: monthly 20 percent discount for solid waste rates and a monthly fixed discount equal to 50 percent of the 5/8-inch meter service charge for water rates; and
3. Qualifications: households must meet the following criteria to receive the discount:
 - Must be enrolled in PG&E CARE program;
 - Submit most recent PG&E bill to verify CARE enrollment. Address on PG&E bill must be the same on solid waste and water bills, but names may be different;

- Submit most recent Recology and Menlo Park Municipal Water bills to receive applicable discounts; and
- Re-certify eligibility according to the PG&E CARE program enrollment expiration date. Re-certification will vary, depending on when the household applies to CARE.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the eighth day of December 2020, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this eighth day of December 2020.

Judi A. Herren, City Clerk



PROVIDE DIRECTION ON WASTE RATE SMOOTHING OPTIONS FOR THE NEXT FIVE YEARS (2021-2025)

Rebecca Lucky, Sustainability Manager

Garth Schultz, R3 Consulting

REQUESTED DIRECTION

Select a preferred solid waste rate smoothing option effective January 1, 2021

- Option 1 – One-time subsidy of \$0.5 million for 2021
- Option 2 – 5-year subsidy totaling \$1.5 million
- Option 3 – Same as option No.2 except no subsidy provided for commercial rate increases in 2021

OPTION 1 – ONE-TIME \$0.50 MILLION SUBSIDY

- Maximum rates mailed in October for December 8 public hearing
- Reduces 2021 increases for all customers (including commercial increases)
- Involves no rate smoothing in 2022-2025
- Largest jump occurs in 2021 and 2022 by \$8 per month for small carts with remaining annual increases at about \$4 per month

Proposed Maximum Single Family Bundled Rates 2021–2025 (Includes Garbage, Recycling, and Organics)
\$0.5M in Subsidy in 2021 applied to all rates below cost-of-service.

Garbage container size	Current monthly rate	2021	2022	2023	2024	2025
20 gallon	\$22.81	\$31.59	\$40.14	\$44.62	\$49.16	\$53.69
32 gallon	\$31.14	\$38.53	\$45.92	\$50.05	\$54.42	\$58.94
64 gallon	\$63.73	\$63.97	\$65.23	\$67.22	\$70.15	\$73.93
96 gallon	\$91.46	\$91.46	\$91.46	\$91.46	\$91.46	\$92.21

OPTION 2 – 5 YEAR SUBSIDY TOTALING \$1.5 MILLION

- Reduces 2021 increases for all customers (including commercial rate increases)
- Supports smoothing rates for 20 and 32 gallon residential customers from 2022-2025
- Maximum \$5.50/month per year rate increase

Alternative: Single Family Bundled Rates 2021–2025 (Includes Garbage, Recycling, and Organics)
 \$1.5M in Subsidy (\$0.5M in 2021 and \$1.0M additional over 2022-2025) applied to 20- and 32-gal res only.

Garbage container size	Current monthly rate	2021	2022	2023	2024	2025
20 gallon	\$22.81	\$28.31	\$33.81	\$39.31	\$44.81	\$50.81
32 gallon	\$31.14	\$36.54	\$42.14	\$47.64	\$53.14	\$58.64
64 gallon	\$63.73	\$63.97	\$65.23	\$67.22	\$70.15	\$73.93
96 gallon	\$91.46	\$91.46	\$91.46	\$91.46	\$91.46	\$92.21



OPTION 3 – NO SUBSIDY FOR COMMERCIAL IN 2021



- Only smooths rates for 20 and 32 gallon residential customers for five years
- Maximum \$5.30/month per year rate increase
- (20 cents monthly difference from option No.2)

Alternative: Single Family Bundled Rates 2021–2025 (Includes Garbage, Recycling, and Organics)
\$1.5M in Subsidy applied to 20- and 32-gal res only.

Garbage container size	Current monthly rate	2021	2022	2023	2024	2025
20 gallon	\$ 22.81	\$ 28.11	\$33.41	\$38.71	\$ 44.01	\$ 49.31
32 gallon	\$ 31.14	\$36.44	\$41.74	\$47.04	\$ 52.34	\$ 57.64
64 gallon	\$63.73	\$63.97	\$65.23	\$67.22	\$70.15	\$73.93
96 gallon	\$91.46	\$91.46	\$91.46	\$91.46	\$91.46	\$92.21

COMPARISON OF ALTERNATIVES 20 AND 32 GALLON



20-gallon	Current monthly rate	2021	2022	2023	2024	2025
Option #1	\$22.81	\$31.59	\$40.14	\$44.62	\$49.16	\$53.69
Option #2	\$22.81	\$28.31	\$33.81	\$39.31	\$44.81	\$50.81
Option #3	\$ 22.81	\$ 28.11	\$33.41	\$38.71	\$ 44.01	\$ 49.31

32-gallon	Current monthly rate	2021	2022	2023	2024	2025
Option #1	\$31.14	\$38.53	\$45.92	\$50.05	\$54.42	\$58.94
Option #2	\$31.14	\$36.54	\$42.14	\$47.64	\$53.14	\$58.64
Option #3	\$ 31.14	\$36.44	\$41.74	\$47.04	\$ 52.34	\$ 57.64

REQUESTED DIRECTION

Select a preferred solid waste rate smoothing option effective January 1, 2021

- Option 1 – One-time subsidy of \$0.5 million for 2021
 - \$8/month increases in 2021 and 2022, \$4/month remaining years

- Option 2 – 5-year subsidy totaling \$1.5 million
 - \$5.50/month increases for five years

- Option 3 – No subsidy for commercial increases in 2021
 - \$5.30/month increases for five years



THANK YOU



SOLID WASTE AND WATER RATE ASSISTANCE PROGRAM

Pilot program



COUNCIL DIRECTION

To adopt a resolution authorizing:

- Implementation of a pilot program between January 1, 2021 and June 30, 2021;
- To provide financial relief on residents' solid waste and water bills; and
- Appropriate \$164,000 from the unassigned fund from general fund





BACKGROUND





RATE ASSISTANCE PROGRAM



- Provide financial relief to help residents pay for their basic living expenses, such as medical, housing, and utilities
 - Examples: Medicaid/Medi-Cal, Supplemental Security Income, Low-Income Home Energy Assistance Program (LIHEAP), and National School Lunch Program
- Local jurisdictions offer different discount options for their utility services ranging from 10 percent to 50 percent



PROGRAM QUALIFICATION



- Common rate assistance program qualification is:
 - If someone in the households is enrolled in a public assistance program; or
 - If the households meets the program's income guidelines

- Examples:
 - California Water (Cal Water)'s low-income rate assistance program
 - Lists PG&E CARE program as one of the eligible assistance programs and has its own household income guideline to follow
 - Recology San Francisco and City of San Carlos
 - Only use PG&E CARE program as the enrollment qualification for their discount program



PG&E CARE PROGRAM



- Offers monthly minimum of 20 percent discount on gas and electricity
- Any PG&E customer is eligible for this program
 - If a landlord bills the tenant/applicant directly for gas and electricity, the applicant is considered as a “sub-metered” customer. He/she may still be eligible.
- Program qualification:
 - If someone in the households participates in a public assistance program; or
 - If the household income meets the CARE program income guidelines



CITY OF MENLO PARK RATE ASSISTANCE PROGRAM





PROJECT TIMELINE

August 25

- Provided direction to pursue a 20 percent discount program for solid waste

September 8

- Expressed support for a discount for Menlo Park Municipal Water customers

October 13

- Approved Proposition 218 mailing for solid waste rates inclusive of a \$500,000 subsidy

November 17

- Approved a five-year subsidy of \$1.5 million
- \$0.5M to help reduce rates for all solid waste customers (2021)
- \$1.0M to smooth rates for 20-gallon and 32-gallon customers from 2022-2025



OPPORTUNITIES

- For residents who generally face financial hardships and those specifically affected by COVID-19 to:
 - Enroll in PG&E CARE to receive discounts on their gas and electricity bills
 - Receive discounts on their solid waste (Recology) and water (Menlo Park Municipal Water) bills, if applicable
- Anticipates 975 households participants



PROGRAM QUALIFICATION



- Pilot program for the next 6 months from January 1, 2021 to June 30, 2021 by using the PG&E CARE program as an enrollment qualification.

- Criteria to receive solid waste and water discount:
 - Must be enrolled in PG&E CARE program and show enrollment verification; and
 - Submit most recent Recology and Menlo Park Municipal Water bills



SOLID WASTE RATE COMPARISON

- 20 percent monthly discount, which is comparable to PG&E CARE program discount rate
- Table compares the 2020 solid waste rates to 2021 proposed rates with no discount and with 20 percent discount

Garbage container size (gallon)	2020 rates	2021 proposed rates with no discount	2021 proposed rates with 20% discount	Savings with 20% discount
20	\$22.81	\$28.31	\$22.65	\$0.16
32	\$31.14	\$36.54	\$29.23	\$1.91
64	\$63.73	\$63.97	\$51.18	\$12.55
96	\$91.46	\$91.46	\$73.17	\$18.29



SOLID WASTE DISCOUNT SUMMARY



- Total estimated cost to the City is approximately \$49,000, which does not include the program administration costs.
- Other San Francisco Bay Area communities offer monthly solid waste discounts ranging from 10 percent to 25 percent.
 - City of San Carlos offers 10 percent discount;
 - City of Emeryville offers 12.5 percent discount; and
 - Recology San Francisco offers 25 percent discount.
- Another option is to offer a fixed discount amount like City of Santa Clara who offers \$3 per month discount for its solid waste customers.



WATER DISCOUNT



- Only apply to qualified Menlo Park Municipal Water customers
- A fixed monthly discount rate to be equivalent to 50 percent of the 5/8-inch meter service charge (approximately \$14).
 - Start simultaneously with the solid waste rate discount on January 1
- Total estimated cost to the City is approximately \$82,500, which does not include the program administration costs.





ALTERNATIVE OPTIONS



1. Phased approach

- Start solid waste discount on January 1, 2021 and water discount on July 1, 2021
 - Allows more time to consider approaches to implement the water discount

2. One-time financial assistance

- Suggest an amount between \$48 to \$60, which is approximately \$8 to \$10 discount (or 10 to 35 percent discount) a month
- Gives more immediate financial relief to residents as opposed to a monthly discount

3. Forgo a rate assistance program



SUMMARY OF THE PROGRAM OPTIONS

- To serve 975 qualified households for six months

	Option 1: Solid waste and water pilot program	Option 2: Phased approach	Option 3: One-time financial relief
Administrative	\$32,175	\$32,175	\$32,175*
Solid waste	\$49,302.18	\$49,302.18	\$46,800 - \$58,500
Water	\$82,514.25	-	-
Total	\$163,991	\$81,477.18	\$78,975 - \$90,675

*May incur additional cost



RECOMMENDATION



- Adopt Resolution No. 6605 authorizing implementation of a pilot program between January 1, 2021 and June 30, 2021
 - To provide financial relief on residents' solid waste and water bills
 - Monthly solid waste discount: 20 percent of the 2021 proposed rates (approximately \$6 – \$18)
 - Monthly water discount: 50 percent of 5/8-inch meter service charge (approximately \$14)

- Appropriate \$164,000 from unassigned fund from the general fund



THANK YOU



STAFF REPORT

City Council

Meeting Date:

12/8/2020

Staff Report Number:

20-263-CC

Regular Business:

1) Authorize the city manager to enter into a funding agreement with Real Social Good Investments, LLC
2) adopt Resolution No. 6603 to establish no parking zones on Laurel Street; and 3) approve installation of “No right turn on red when bicycles are present” signs

Recommendation

Staff recommends that the City Council:

1. Authorize the city manager to enter into a funding agreement with Real Social Good Investments, LLC, administering the Station 1300, or recently renamed Springline, project, for the Ravenswood Avenue-Laurel Street intersection improvements;
2. Adopt Resolution No. 6603 to establish no parking zones on the west side of Laurel Street at its intersection with Ravenswood Avenue (Attachment A); and
3. Approve the installation of “No right turn on red when bicycles are present” signs in association with bicycle boxes and two-stage left turn boxes, where appropriate.

The proposed improvements at the intersection of Ravenswood Avenue and Laurel Street are illustrated on Attachment B.

Policy Issues

City Council authorization is required to allow the city manager to enter into agreements in excess of the city manager’s signing authority.

This project is consistent with the policies and programs (i.e., CIRC-1.1, CIR-4.4) stated in the 2016 general plan circulation element. These policies and programs seek to maintain and improve a circulation system through a street classification system that provides safe and efficient movement of people and goods throughout Menlo Park for residential and commercial purposes.

This project is also consistent with one of the guiding principles of the El Camino Real/Downtown specific plan which is to provide an integrated, safe and well-designed pedestrian and bicycle network. This project is also consistent with the recommended intersection improvements for the intersection of Ravenswood Avenue at Laurel Street in the transportation master plan (TMP), which is listed as Project No. 74. The overall project (Attachment B) includes traffic safety, signal upgrades, and pedestrian and bike safety improvements. It would also improve intersection level of service and reduce overall delay.

Background

This project originated as one of the transportation mitigation measures identified in the Station 1300 Project environmental impact report (EIR.) The Station 1300 Project, located at 1300 El Camino Real, is a

mixed-use development that consists of nonmedical office, residences, community-serving uses and public/quasi-public spaces. It sits on a 6.4-acre site, close to Caltrain station and the downtown core. The project construction started in spring 2018 and is scheduled to be completed in 2022. Modifications to the Ravenswood Avenue and Laurel Street intersection were required as a condition of the project. As the developer began design efforts on the intersection, staff saw the opportunity to also construct modifications on the south leg of the intersection to close a critical gap in the bicycle lane on Laurel Street at the same time. Staff therefore began working with the developer to coordinate the construction of the required mitigation measure for the intersection of Ravenswood Avenue at Laurel Street and requested to add the extension of the northbound bike lane and associated traffic signal modification work to be completed at the City's cost through a funding agreement with the developer, with construction expected to be managed by the City as detailed further in later sections of this report.

This project was brought before the Complete Streets Commission April 10, 2019, to review the proposed parking restrictions (Attachment C) and February 12, 2020 to provide recommendations on the updated design proposal (Attachment D.) These staff reports provide a detailed summary of traffic conditions at the intersection. The feedback provided by the Complete Streets Commission during these two meetings is detailed later in this report.

Throughout this report, directional references are based on Ravenswood Avenue running in an east-west orientation and Laurel Street on a north-south.

Analysis

The following sections provide analysis as related to the proposed City Council actions:

- Proposed funding agreement
- No parking zone installations on Laurel Street, north and south of Ravenswood Avenue
- Summary of the Complete Streets Commission feedback and staff recommendation for the intersection design options

Funding agreement between City and Real Social Good Investments, LLC

As part of the Station 1300 project approvals and the California Environmental Quality Act (CEQA) requirements, an EIR was prepared for the Station 1300 project, in which several topics were analyzed for impacts, including transportation. In January 2017, the City Council certified the final EIR (FEIR), which found the Station 1300 project to have significant impacts on several city intersections, including the intersection of Ravenswood Avenue and Laurel Street. the developer is required to implement certain intersection improvements at the intersection of Ravenswood Avenue and Laurel Street. The mitigation measure identified in the EIR required the project to address its potentially significant impact on Ravenswood Avenue and Laurel Street in the near term plus project scenario during the evening peak hour by adding to Laurel Street an exclusive southbound left turn lane to the current lane configuration of one shared right turn-through-left turn lane. Modification of two existing traffic signal poles and associated traffic signal heads would also be required.

In order to modernize the traffic signal system at this intersection, which is more than 25 years old, the City intends to modify the traffic signal system (install protected-permissive left-turn phasing on Ravenswood Avenue, provide a new signal controller and battery backup system, replace the existing signal cabinet, and install a new electrical service cabinet) at this intersection and install a northbound bike lane at the intersection as described above. This work is unrelated to the Station 1300 project developer's mitigation

measures scope for this intersection. In order to gain efficiencies in contractor mobilization, minimize construction disruptions to surrounding residences and businesses, and obtain a uniform paving surface along the affected streets instead of a patchwork effect, staff is recommending that the city work be constructed at the same time as the required mitigation work. The specific work scope and terms would be subject to a funding agreement between the City and Real Social Good Investments, LLC, who is currently administering the Station 1300 project development. Such agreements are required prior to commencement of work, and the final agreement terms would be subject to approval by the city attorney and city manager or designee. Since the City's scope of work for the intersection improvements is considerably greater than the Station 1300 project scope and to ensure that public contracting laws are followed and prevailing wage rates are paid, the City would construct all the improvements at this intersection and upon completion of the project, would request reimbursement from the Station 1300 project developer. Staff recommends that the City Council authorize the city manager to enter into a funding agreement as necessary to complete the intersection improvements at Ravenswood Avenue and Laurel Street.

No parking zone on Laurel Street

In order to install the improvements required in the Station 1300 FEIR, the addition of a left turn lane and retaining the southbound bike lane, approximately 145 feet of on-street parking or approximately seven parking spaces on the west side of Laurel Street north of Ravenswood Avenue are required to be removed. Based on staff's observations, this parking appears to be most frequently used by residents that live on the adjacent apartments and conceivably, their guests. However, parking along the remaining section of this side of Laurel Street and across the street on the east side of Laurel Street will remain.

Currently, the northbound bike lane stops approximately 120 feet short of the intersection and consequently, this makes it difficult for northbound bicyclists to navigate after the bike lane terminates. When schools are in session, this bike lane is used by students and families traveling from the Linfield Oaks and nearby neighborhoods to Encinal School, as well as other recreational and commuter bicyclists traveling through the intersection. Staff has received complaints from bicyclists about safety while approaching the intersection northbound on Laurel Street. To extend the northbound bike lane to the intersection, the northbound travel lanes have to be shifted to the west and consequently, a portion of the on-street parking on the west side of Laurel Street south of Ravenswood Avenue would need to be removed. Staff estimated approximately 240 feet of roadway realignment to accommodate these changes. Within this area, there is currently 125 feet of red curb, but an additional 75 feet of red curb would be needed to extend the northbound bike lane. This additional red curb would result in the loss of three parking spaces between Laurel Street and the driveway to the Gatehouse. Because of the presence of an underutilized off-street parking lot adjacent to the proposed red curb, the removal of the on-street parking at this location will have minimal impacts on the parking needs of the area, which is primarily non-residential.

The attached resolution (Attachment A) proposes to install no parking zones (red curb) on the west side of Laurel Street, north and south of Ravenswood Avenue as noted above.

Complete Streets Commission meetings and action

After reviewing the above no parking restrictions at their meeting April 10, 2019, the Complete Streets Commission passed a motion, 6-0-2, with two commissioners absent, 1) to recommend to City Council to approve the removal of on-street parking on the west side of Laurel Street at Ravenswood Avenue in accordance with the resolution on Attachment A; and, 2) for staff to return to the Commission with the final intersection design layout. The Commission specifically wanted to review the design for the northbound bike lane extension toward the intersection. Prior to and at this meeting, no public comment regarding the removal of on-street parking on Laurel Street at Ravenswood Avenue was received from the households and businesses within the 500-foot noticing radius of the intersection.

At the Complete Streets Commission meeting February 12, 2020, in accordance with the Commission’s previous motion, staff presented two intersection design alternatives for the northbound Laurel Street approach:

- Alternative I: One exclusive left turn lane, one shared through/right turn lane, and bike lane extension. The bike lane extension is located on the right side of the vehicle lanes (Attachment B.)
- Alternative II: One shared/through lane, bike lane extension, one exclusive right turn lane. The bike lane extension is located between the vehicle lanes (Attachment E.)

As discussed in the staff report to the Complete Streets Commission (Attachment C), staff reviewed traffic and bicycle volumes, intersection delay, level of service and queue lengths for each alternative. In addition, staff performed an additional analysis for 2022 future conditions when the Station 1300 project is expected to be completed and occupied. In summary and as shown in Table 1, since the right-turning traffic volumes are typically low, Alternative II results in additional vehicle delay and longer queues of vehicles (between 4 and 7 more vehicles in a typical signal cycle in 2019 conditions and 7 to 9 more vehicles in 2022 conditions.) While both alternatives allow for a continuous bike lane to be added, Alternative I provides additional benefits to reduce vehicle delay and queuing especially during peak commute traffic conditions.

Table 1: Level of service analysis results									
		2019 Conditions				2022 Conditions			
		Alternative I		Alternative II		Alternative I		Alternative II	
	Peak hour								
Intersection delay and level of service	AM	29.0	C	31.3	C	32.4	D	39.4	D
	PM	30.9	C	37.3	D	35.9	D	49.5	D
Approach delay (NB) and level of service	AM	27.1	C	34.5	C	35.0	C	50.0	C
	PM	38.3	C	51.9	D	47.8	D	67.4	E
Queue length (ft & veh) worst case (NB)	AM	158 ft	8 veh	250 ft	12 veh	168 ft	8 veh	295 ft	15 veh
	PM	273 ft	13 veh	410 ft	20 veh	281 ft	14 veh	454 ft	23 veh

At the February 12 meeting, the Complete Streets Commission passed a motion 6-0-1, with one commissioner absent, to recommend Alternative II and consider the addition of bike boxes and bulb-outs at the southeast and southwest corners as illustrated in Attachment E.

Staff’s intersection design recommendation

Both Alternatives I and II meet design standards and are feasible to implement. However, Alternative II offers additional benefits, as noted below and therefore, staff continues to recommend the Alternative I lane configuration as shown in Attachment B for the following reasons:

- The National Association of City Transportation Officials (NACTO) urban bikeway design guide, a leading bicycle design guidance document in the United States, recommends both “through bike lane treatments” as proposed in Alternatives I and II. Sample installations are illustrated in Attachments F and G. The NACTO guidance indicates that both “through bike lane treatments” address bicycle safety by:
 - Enabling bicyclists to correctly position themselves to the left of right turn lanes or to the right of left turn lanes.
 - Reducing conflicts between turning motorists and bicycle through traffic.
 - Providing bicyclists with guidance to follow the preferred travel path.
 - Leading to more predictable bicyclist and motorist travel movements.
 - Alerting motorists to expect and yield to merging bicycle traffic.
 - Signifying an appropriate location for motorists to safely merge across the bike lane into turn lane.
- Due to the significantly greater number of left turning over right turning vehicles in both morning and

evening peak hours for northbound Laurel Street, the exclusive left turn lane proposed to remain in Alternative I is warranted more than an exclusive right turn lane in Alternative II.

- As shown in Table 1, the intersection delay would get worse in the morning and evening peak hours with Alternative II. In addition, the resulting northbound queue lengths with Alternative II would be longer than the queue lengths for the exclusive left turn lane in Alternative I under both 2019 and 2022 conditions. For illustration, the queue length of 23 vehicles for the shared left/through lane in Alternative II under 2022 conditions would extend almost to the middle of the City Council Chambers parking lot frontage.
- The additional queue length with Alternative II is expected to result in right-turning vehicles using the bike lane to bypass the queue to access the right turn pocket. Staff observed such behavior occurring in 2019 traffic conditions. It would be exacerbated when the left turn and through traffic volumes are combined with a longer queue.

Based on the above summary, staff recommends Alternative I as shown in Attachment B. As recommended by the Complete Streets Commission, this layout would include bike boxes as requested, as well as “No right turn on red when bikes are present” signs on northbound and southbound Laurel Street. No curb line or major concrete changes are proposed within the scope of this project, as they would also impact the drainage patterns and storm drain alignment at the intersection and significantly increase the cost of the modifications. Therefore, concrete bulb-outs are not recommended at this time, but if the City Council would like to consider installation of bulb-outs using temporary materials such as paint and/or bollards, staff can incorporate them into this project.

If the City Council were to approve the Complete Streets Commission recommended layout per Attachment E in lieu of staff’s recommendation, the proposed traffic signal modification work included in the intersection design layout per Attachment B can proceed as planned.

The installation of bike boxes and two-stage left-turn queue boxes require a “No right on red” sign to prevent vehicles from entering the painted area. After installation of this sign at the Willow Road and Hamilton intersection, the City received feedback that the restriction creates unnecessary vehicular queues during non-commute hours and weekends, when bicycle traffic is minimal. The “No right turn on red when bikes are present” sign is not approved by Caltrans and requires design exception approval by the City Council as was done for the Willow Road and Hamilton intersection. Staff anticipates that this type of restriction may be appropriate at other locations within the city, and similarly for the Ravenswood Avenue and Laurel Street intersection, and requests that the City Council approve this sign for use in conjunction with installation of bike boxes and two-stage left-turn queue boxes where appropriate.

Impact on City Resources

The estimated total construction costs, including contingencies but not including contract administration and inspection, is \$380,000. The city’s scope of work is estimated to cost \$260,000, and the developer’s scope of work is estimated to cost \$120,000, respectively. The contract administration and inspection costs for the entire project are typically estimated as 15 percent of the construction cost.

The City’s share of this project is funded in the fiscal year 2020-21 five-year capital improvement program as part of the Traffic Signals Modifications project (Attachment H.) The cost of the project elements required to be completed in conjunction with the Station 1300 project will be paid by Real Social Good Investments, LLC, as proposed in the funding agreement. No additional appropriations are requested at this time.

Environmental Review

On January 24, 2017, the City Council adopted findings in accordance with the CEQA and certified the environmental impact report prepared for the Station 1300 project. The additional proposed improvements at the intersection per Attachments B or E including the removal of parking are categorically exempt under Class 1 of the CEQA. Class 1 allows for minor alterations of existing facilities, including highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities, as long as there is negligible or no expansion of use.

Public Notice

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting and post card notification of the businesses and households within 500 feet of the intersection of Ravenswood Avenue and Laurel Street.

Attachments

- A. Resolution No. 6603 to install no parking zones
- B. Proposed design layout (staff's recommendation)
- C. Hyperlink - Complete Streets Commission Staff Report 4-10-2019:
https://www.menlopark.org/DocumentCenter/View/21220/19-005-CSC_FINAL
- D. Hyperlink – Complete Streets Commission Staff Report 2-12-2020:
<https://www.menlopark.org/DocumentCenter/View/24252/SR---Laurel-Street-Final-Intersection-Layout>
- E. Complete Streets Commission bike lane design layout recommendation
- F. Through bike lane – Boulder, CO (NACTO)
- G. Through bike lane – Lansing, MI (NACTO)
- H. Hyperlink – Capital improvement project budget:
<https://stories.opengov.com/menlopark/published/L3DGZoAmH>

Report prepared by:
Rene Baile, Associate Transportation Engineer

Report reviewed by:
Kristiann Choy, Acting Transportation Manager

RESOLUTION NO. 6603

RESOLUTION OF MENLO PARK CITY COUNCIL TO ESTABLISH NO PARKING ZONES ON THE WEST SIDE OF LAUREL STREET AT ITS INTERSECTION WITH RAVENSWOOD AVENUE

WHEREAS, the certified Final Environmental Impact Report (FEIR) for the Station 1300 project found the project to have significant impact on the intersection of Ravenswood Avenue and Laurel Street and the mitigation measure required of the project in the FEIR is to add an exclusive southbound left turn lane to the current lane configuration of one shared right turn-through-left turn lane; and,

WHEREAS, the City of Menlo Park received complaints from bicyclists about the safety of the northbound Laurel Street bike lane stopping approximately 120 feet short of the intersection of Laurel Street and Ravenswood Avenue; and,

WHEREAS, the City of Menlo Park has determined that in order to implement the Station 13000 project mitigation measure at the intersection and to address bicycle safety by extending the northbound Laurel Street bike lane all the way to the intersection, no parking zones are needed to be established on the west side of Laurel Street at its intersection with Ravenswood Avenue; and,

WHEREAS, the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefor,

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby establish no parking zones on the west side of Laurel Street, north of Ravenswood Avenue, approximately 145 feet in length, and on the west side of Laurel Street, south of Ravenswood Avenue, approximately 75 feet in length, extending the total length of no parking zones in this area to 200 feet.

I, Judi A. Herren, City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted at a meeting by said Council on December 8, 2020, by the following vote:

AYES:

NOES:

ABSENT:

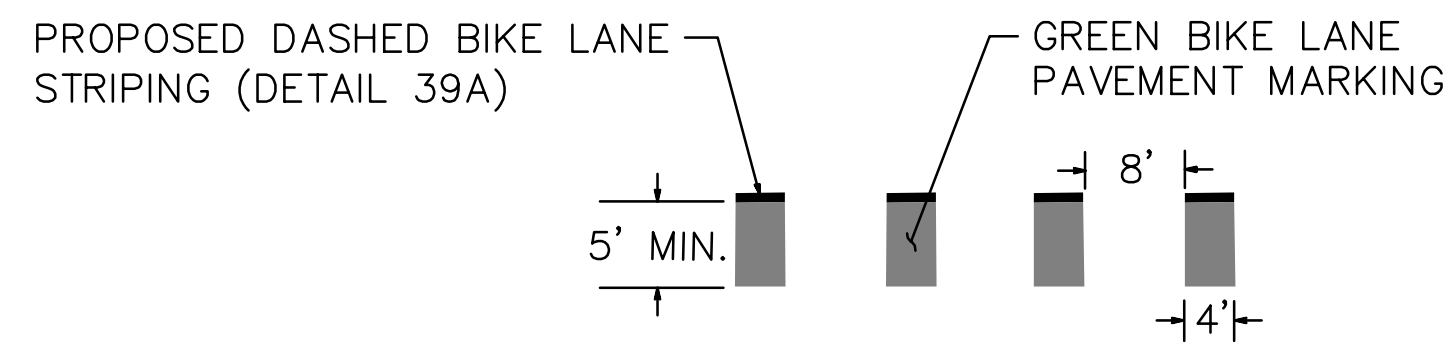
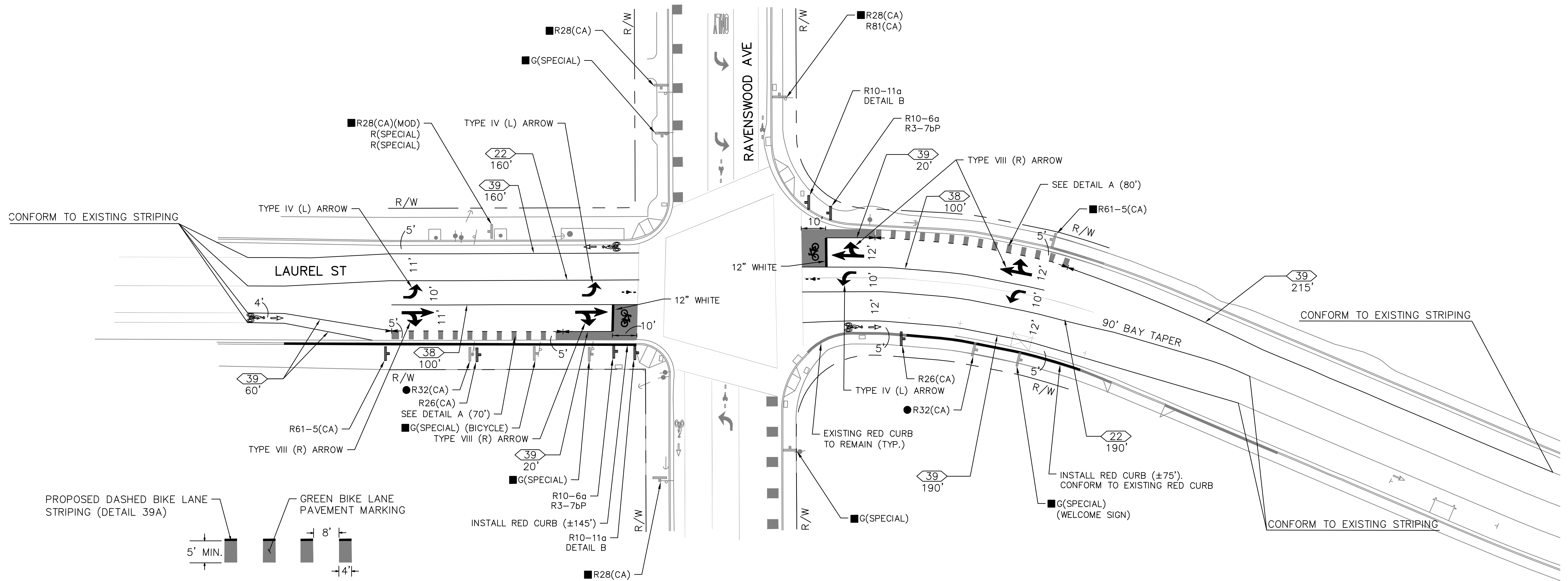
ABSTAIN:

//

//

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this eighth day of December, 2020.

Judi A. Herren, City Clerk



SIGNING AND STRIPING NOTES:

1. ALL STRIPING ARE BASED ON THE LATEST CALTRANS STANDARD PLANS.
2. THE CONTRACTOR SHALL REMOVE AND GRIND EXISTING STRIPING AND PAVEMENT MARKING WHICH CONFLICT WITH THIS PLAN.
3. ALL STRIPING AND PAVEMENT MARKING SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
4. EXACT LOCATION AND POSITION OF ROADSIDE SIGNS TO BE DETERMINED BY THE ENGINEER.
5. EXACT LOCATION AND POSITION OF PAVEMENT MARKINGS TO BE DETERMINED BY THE ENGINEER.
6. ALL SIGNS ARE BASED ON THE LATEST CALIFORNIA MUTCD.

LEGEND

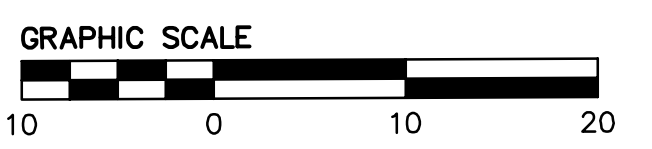
- PROPOSED ROADSIDE SIGN
- EXISTING ROADSIDE SIGN
- EXISTING ROADSIDE SIGN TO REMAIN
- REMOVE EXISTING ROADSIDE SIGN
- PAVEMENT DELINEATION DETAIL PER 2018 CALTRANS STANDARD PLANS
- BIKE LANE MARKING
- BICYCLE LOOP DETECTOR SYMBOL
- PAVEMENT MARKING
- GREEN BIKE LANE PAVEMENT MARKING
- CHANGE OF PAVEMENT DELINEATION DETAIL
- BIKE BOX MARKING

SIGN LEGEND

	R2-1		R32(CA)		R10-6a
	R26(CA)		R61-5(CA)		R3-7bP
	R28(CA)		R81(CA)		R10-11a

DETAIL B

24" x 24" BLACK ON WHITE



DATE: 09/25/20
 SCALE: AS SHOWN
 DRAWN BY: CT
 DRAWING NAME:
 DESIGNED BY: AL
 CHECKED BY: JW
 SURVEYED BY:

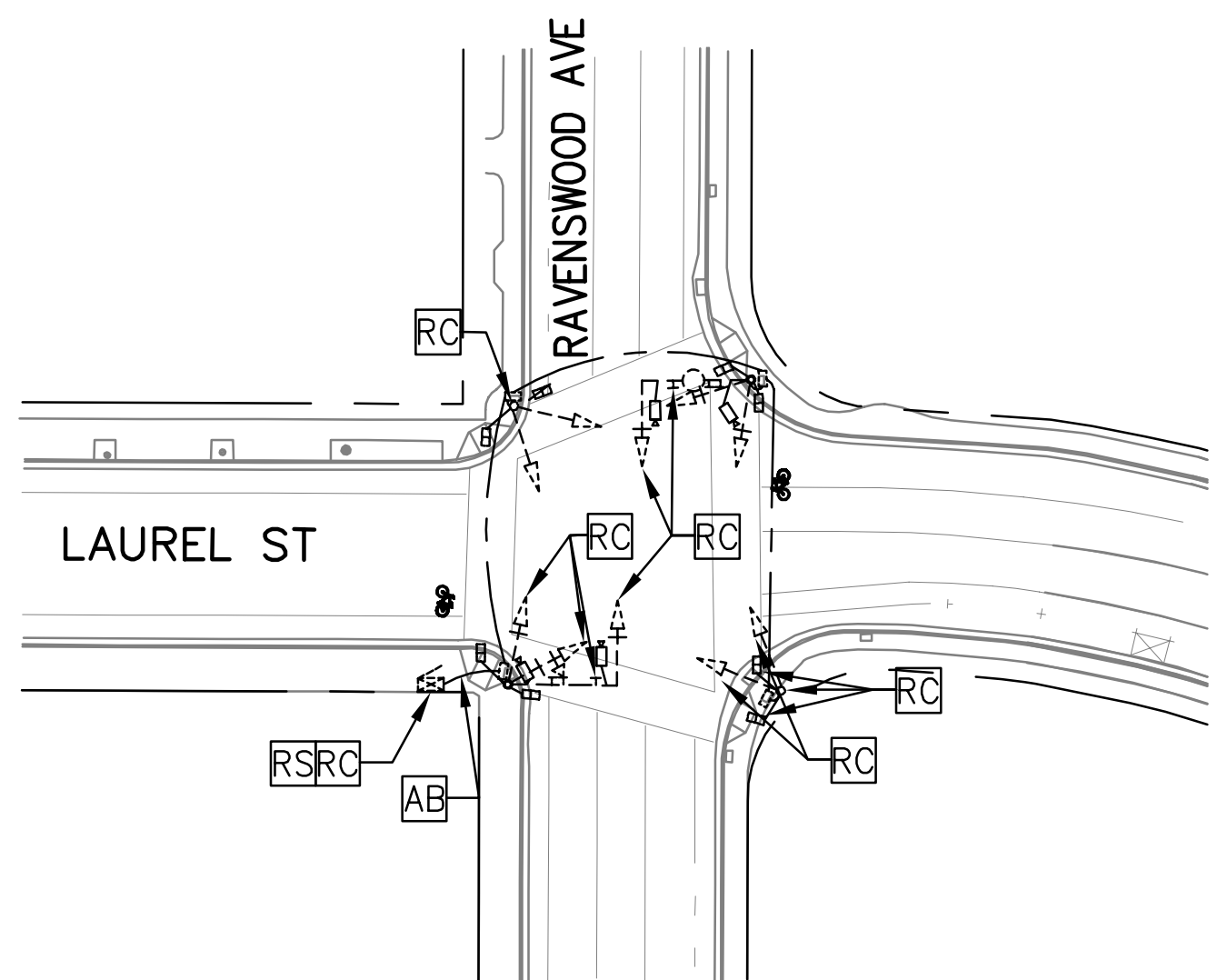
APPROVED:
 CHRISTOPHER LAMM, P.E., ASSISTANT PUBLIC WORKS DIRECTOR
 CITY OF MENLO PARK
 82461
 R.C.E. #

NO.	BY	DATE	REVISIONS

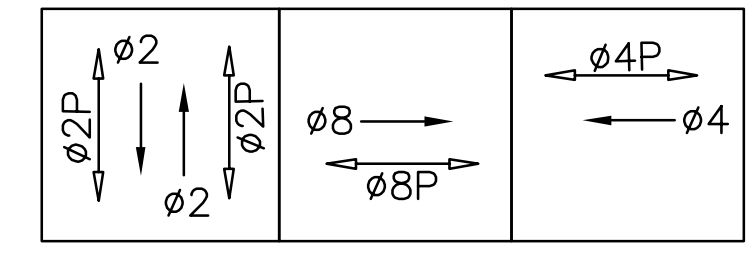
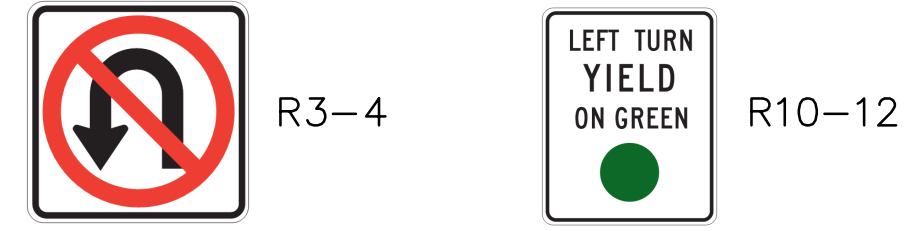
CITY OF MENLO PARK
 ENGINEERING DIVISION
 701 LAUREL STREET, MENLO PARK, CA 94025-3483
 PHONE (650) 330-6740 FAX (650) 327-5497

STATION 1300
 RAVENSWOOD AND LAUREL STREET
 SIGNING AND STRIPING PLAN

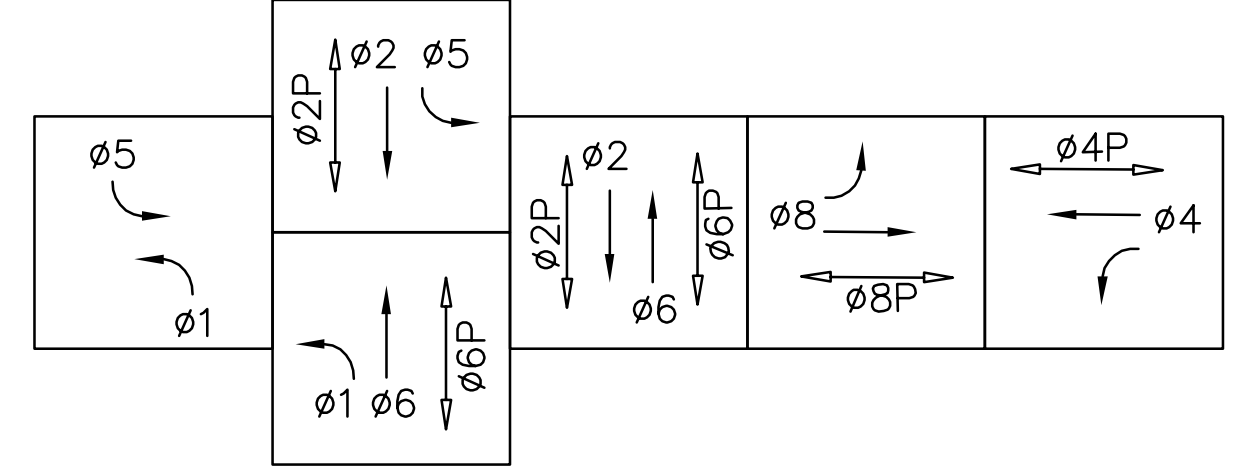
SHEET
2
 OF 4 SHEETS
 PROJ. NAME



SIGN LEGEND



EXISTING PHASE DIAGRAM



PROPOSED PHASE DIAGRAM

EMERGENCY PREEMPTION

- EVA = $\phi 2 + \phi 5$
- EVB = $\phi 4$
- EVC = $\phi 6 + \phi 1$
- EVD = $\phi 8$

NOTE: EVP SHALL BE THE LATEST MODEL OF THE GLOBAL TRAFFIC TECHNOLOGIES (GTT) GPS-ENABLED OPTICOM

EXISTING EQUIPMENT TO BE REMOVED AND DISPOSED OF

1:40 SCALE

1. 1 CONTROLLER CABINET* WITH TYPE II SERVICE, EXISTING FOUNDATION TO BE REMOVED
2. 2 1-B POLES
3. 8 VEHICLE SIGNAL HEADS
4. 4 PEDESTRIAN SIGNAL HEADS
5. 4 PUSH BUTTON ASSEMBLIES
6. 2 REGULATORY SIGNS

*ALL EXISTING VIDEO DETECTION EQUIPMENT AND FIBER OPTIC COMMUNICATION EQUIPMENT, INCLUDING THE FIBER OPTIC CABLE, SHALL BE RELOCATED TO THE NEW CONTROLLER CABINET. EXISTING TRAFFIC SIGNAL CONTROLLER SHALL BE SALVAGED AND DELIVERED TO THE CITY OFFICE AT 701 LAUREL STREET, MENLO PARK, CA.

ABBREVIATIONS

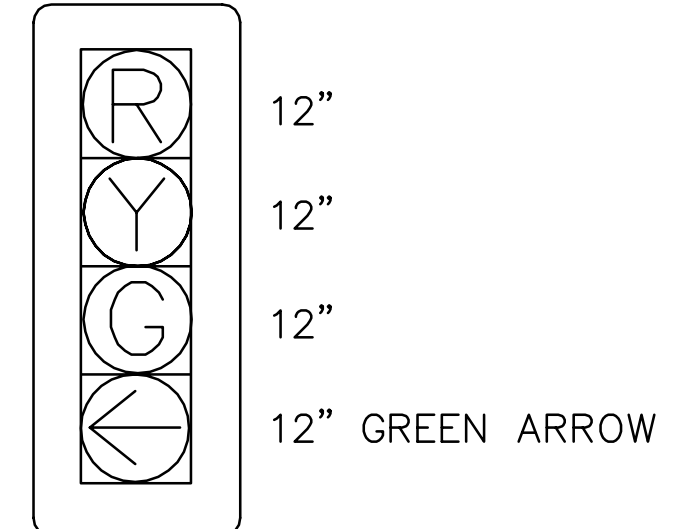
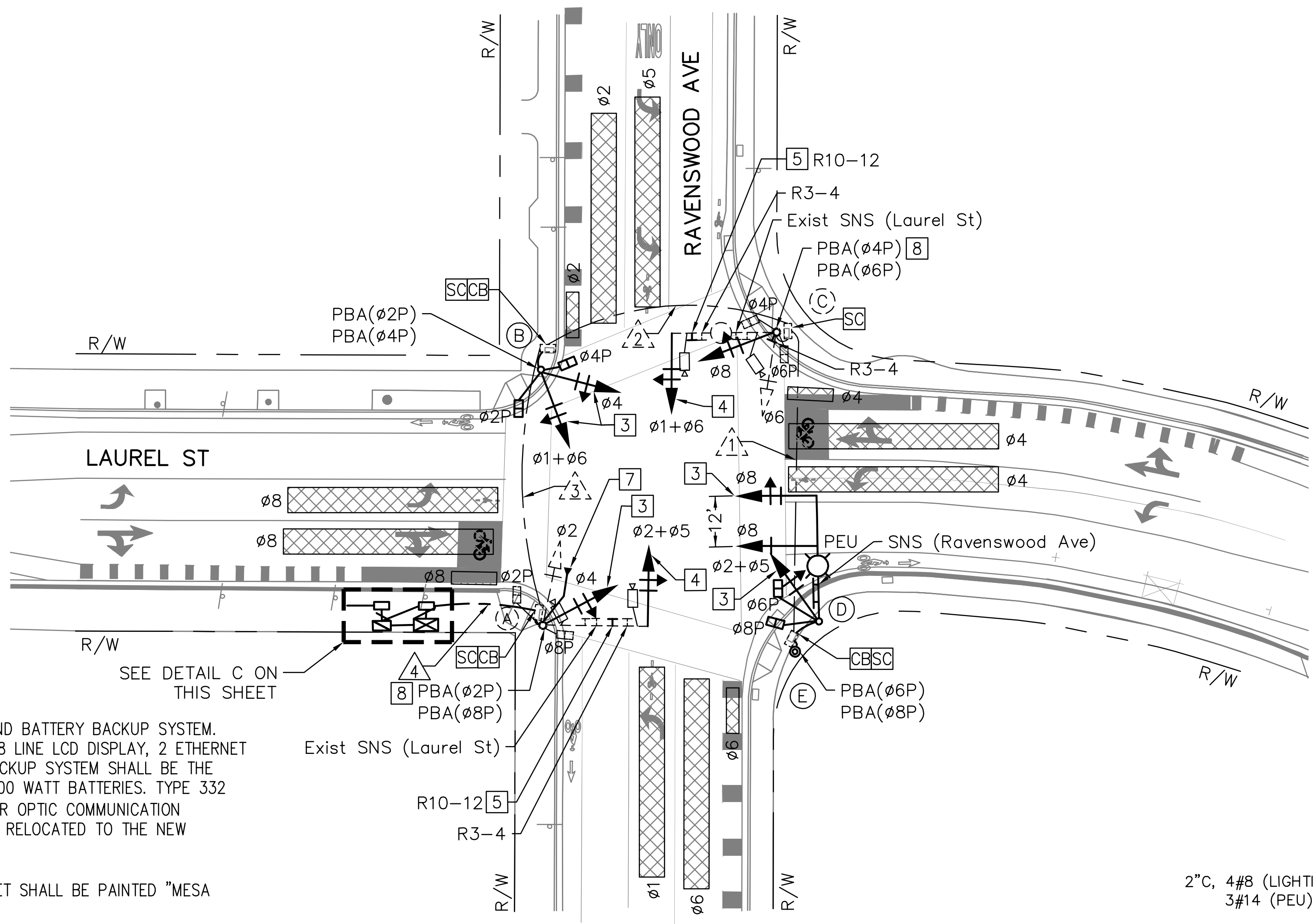
- PBA PUSH BUTTON ASSEMBLY
- PEU PHOTOELECTRIC UNIT
- SNS STREET NAME SIGN

LEGEND

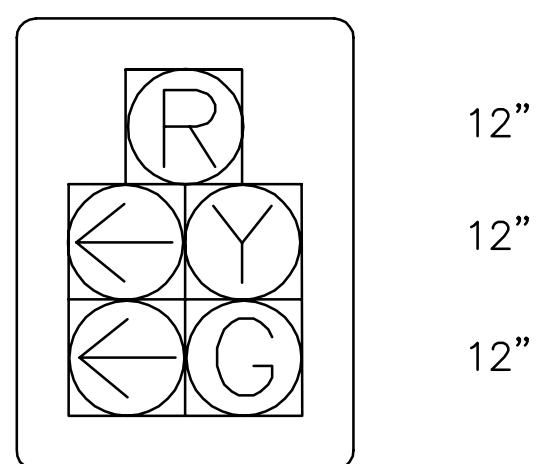
- BIKE DETECTION ZONE
- VIDEO DETECTION ZONE

PROJECT NOTES:

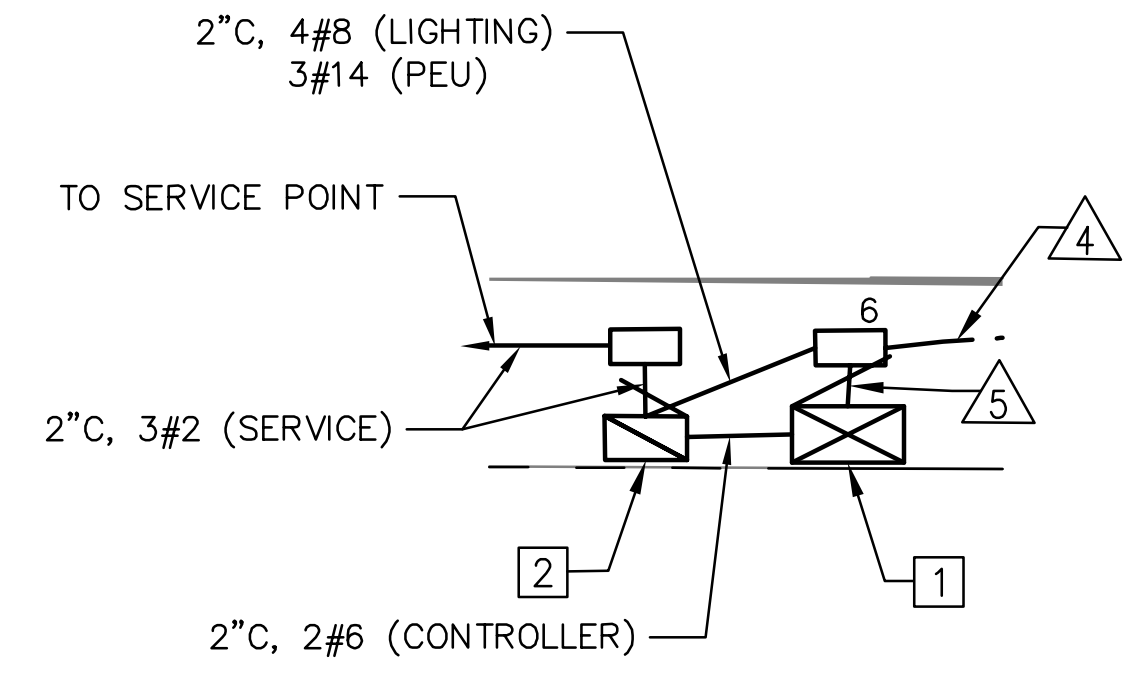
- 1 FURNISH AND INSTALL MODEL 2070 CONTROLLER IN TYPE 332 CABINET WITH NEW FOUNDATION AND BATTERY BACKUP SYSTEM. MODEL 2070 CONTROLLER SHALL BE INTELIGHT CONTROLLER WITH 1C, 2A, 3B AND 4A MODULES, 8 LINE LCD DISPLAY, 2 ETHERNET PORTS, OR APPROVED EQUAL, WITH THE LATEST EDITION OF THE D4 SOFTWARE. THE BATTERY BACKUP SYSTEM SHALL BE THE LATEST MODEL OF THE ZINC FIVE UPSTEALTH INVERTER OR APPROVED EQUAL WITH PIM AND 2-500 WATT BATTERIES. TYPE 332 CABINET SHALL BE PAINTED "MESA BROWN". ALL EXISTING VIDEO DETECTION EQUIPMENT AND FIBER OPTIC COMMUNICATION EQUIPMENT, INCLUDING THE FIBER OPTIC CABLE, IN THE EXISTING CONTROLLER CABINET SHALL BE RELOCATED TO THE NEW CONTROLLER CABINET.
- 2 FURNISH AND INSTALL NEW TYPE III-AF SERVICE CABINET WITH NEW FOUNDATION. SERVICE CABINET SHALL BE PAINTED "MESA BROWN".
- 3 FURNISH AND INSTALL NEW 4-SECTION SIGNAL HEAD. SEE DETAIL A.
- 4 FURNISH AND INSTALL NEW 5-SECTION DOGHOUSE SIGNAL HEAD. SEE DETAIL B.
- 5 INSTALL NEW R10-12 SIGN NEXT TO EXISTING R3-4 SIGN
- 6 FROM THE EXISTING PULL BOX, CAREFULLY REMOVE ALL EXISTING VIDEO DETECTION CABLES FROM CONDUITS LEADING TO THE EXISTING CONTROLLER AT THE INTERSECTION OF RAVENSWOOD AVE/LAUREL ST. DO NOT CUT, SPLICE, OR DAMAGE THE EXISTING VIDEO DETECTION CABLES. UPON COMPLETION OF INSTALLATION OF CONDUITS AND PULL BOXES, REINSTALL THE EXISTING CABLES TO THE NEW CONTROLLER AT RAVENSWOOD AVE/LAUREL ST AS INDICATED ON THESE PLANS. CONTRACTOR SHALL INSTALL NEW CABLES IF THE EXISTING CABLES ARE NOT LONG ENOUGH OR ARE DAMAGED DURING CONSTRUCTION.
- 7 INSTALL NEW EVP ON SIGNAL POLE. EVP SHALL BE THE LATEST MODEL OF THE GLOBAL TRAFFIC TECHNOLOGIES (GTT) GPS-ENABLED OPTICOM.
- 8 REPLACE EXISTING PEDESTRIAN PUSH BUTTON WITH POLARA BULLDOG OR APPROVED EQUAL.



DETAIL A
4-SECTION SIGNAL HEAD
NO SCALE



DETAIL B
5-SECTION DOGHOUSE SIGNAL HEAD
NO SCALE



DETAIL C
1:10 SCALE



DATE: 09/25/20
SCALE: AS SHOWN
DRAWN BY: CT
DRAWING NAME:
DESIGNED BY: AL
CHECKED BY: JW
SURVEYED BY:

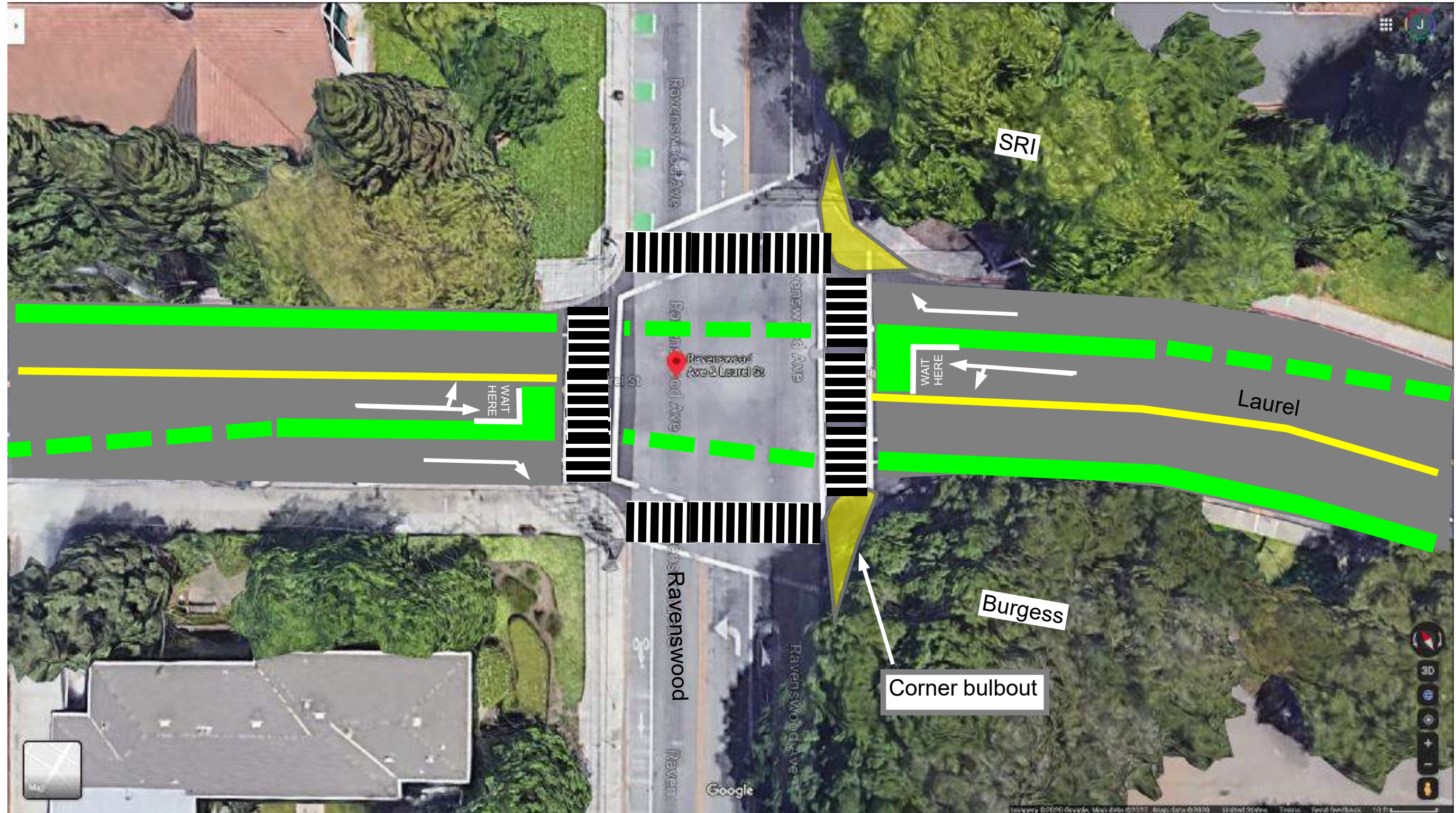
APPROVED:
CHRISTOPHER LAMM, P.E., ASSISTANT PUBLIC WORKS DIRECTOR
CITY OF MENLO PARK
82461
R.C.E. #

NO.	BY	DATE	REVISIONS

CITY OF MENLO PARK
ENGINEERING DIVISION
701 LAUREL STREET, MENLO PARK, CA 94025-3483
PHONE (650) 330-6740 FAX (650) 327-5497

STATION 1300
RAVENSWOOD AND LAUREL STREET
TRAFFIC SIGNAL MODIFICATION PLAN

SHEET
3
OF 4 SHEETS
PROJ. NAME



Includes:

1. Bike boxes
2. Corner bulbouts (pilot implementation using paint and plastic bollards)
3. Ladder crosswalks
- 4.. Countdown clocks with leading pedestrian interval
5. Dashed bike lane markings across intersection



Through Bike Lane –Boulder, Co. (Source: NACTO Urban Bikeway Design Guide)

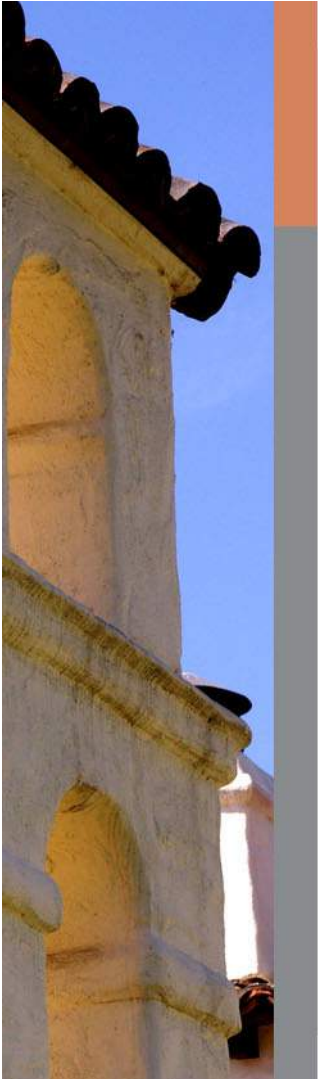


Through Bike Lane –Lansing, MI (Source: NACTO Urban Bikeway Design Guide)



**RAVENSWOOD AVENUE-LAUREL STREET INTERSECTION
IMPROVEMENTS**
DECEMBER 8, 2020

ARRIENGA FAMILY
GYMNASIUM



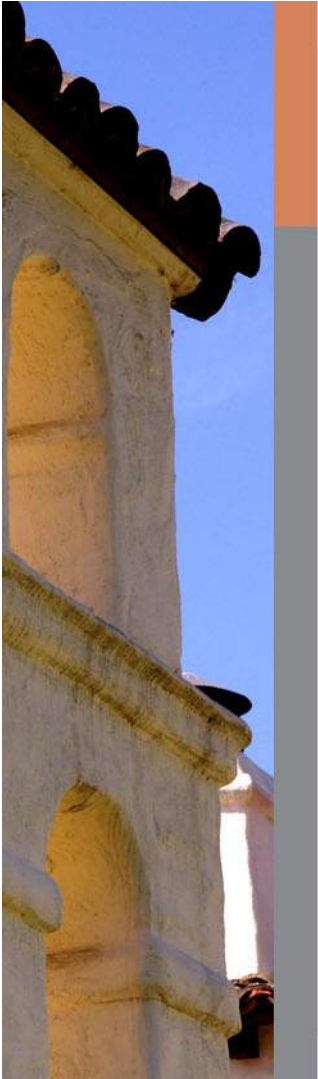
Agenda

- Station 1300/Springline project
- Funding agreement
- No parking restriction on Laurel Street
- No right turn on red when bicycles are present sign
- Alternative I vs. Alternative II
- Staff recommendations



Existing Intersection Layout





Station 1300/Springline Project

- Mixed-use project located at 1300 El Camino Real near the intersection of El Camino Real and Oak Grove Avenue and near Caltrain
- Construction commenced in spring 2018 and will be completed in 2022
- Environmental Impact Report (EIR) - potentially significant impact on the intersection of Ravenswood Avenue and Laurel Street
- Requirements need to be met prior to occupancy such as completing the mitigation measures





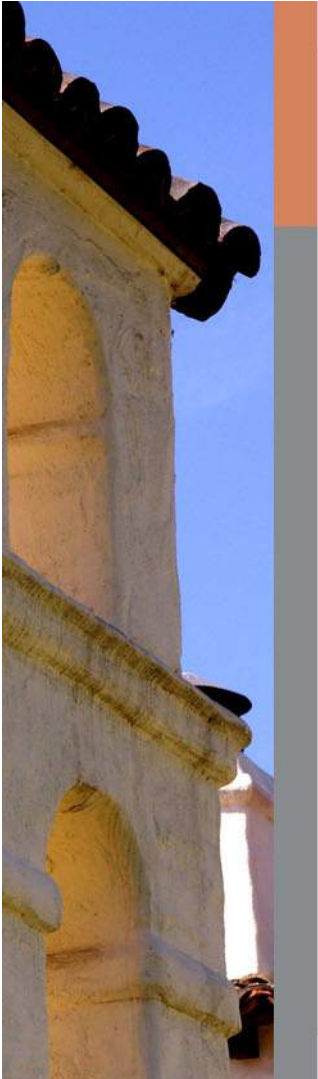
STATION 1300 EIR MITIGATION MEASURE



TRA-1.1 Improvements to Address Near-Term 2020 plus-Project Effects. Operations at Ravenswood Avenue/Laurel Street (#11) could be improved by reconfiguring the southbound Laurel Street approach to have a left-turn lane and a shared through/right-turn lane.

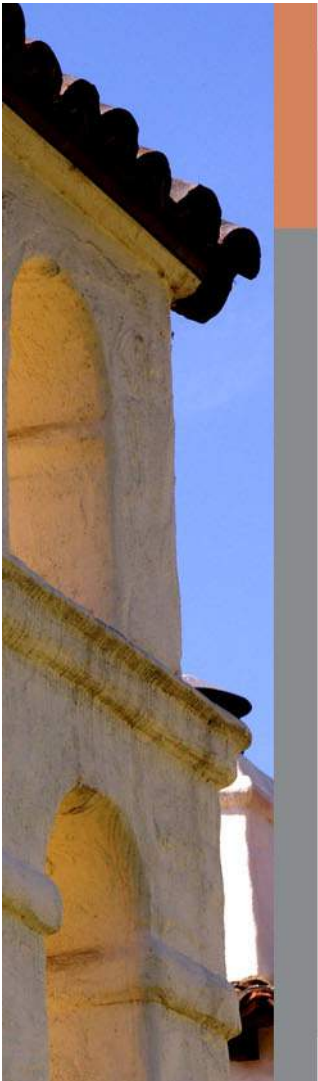


NEAR TERM (2020) PLUS PROJECT CONDITIONS
CUMULATIVE (2040) PLUS PROJECT CONDITIONS
RAVENSWOOD AND LAUREL

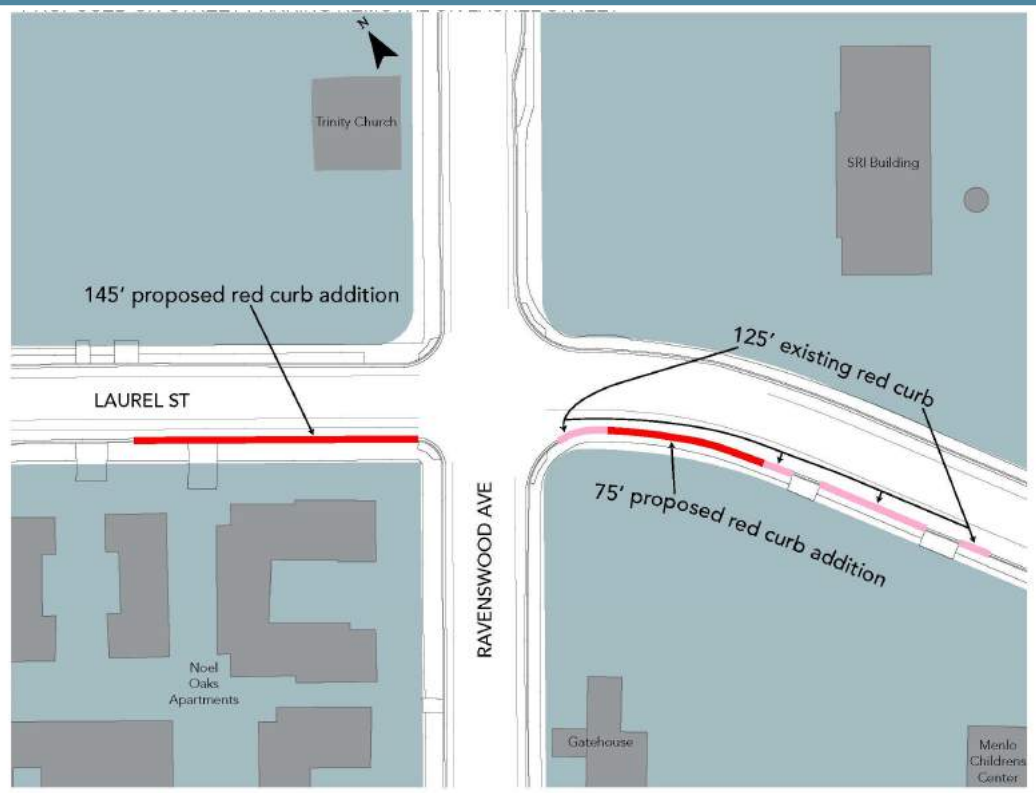


Funding Agreement

- Station 1300/Springline Project Scope of Work: southbound approach lane reconfiguration and modification of two existing signal poles and signal heads attached to these poles.
- City's Scope of Work: Signal equipment upgrade/modernization and northbound approach addition of bike lane.
- Real Social Good Investments, LLC – administering the Station 1300/Springline Project
- City - the construction contract administrator.
- Real Social Good Investments, LLC to reimburse the City for its share of construction costs including contract administration and inspection



No Parking Restriction on Laurel Street

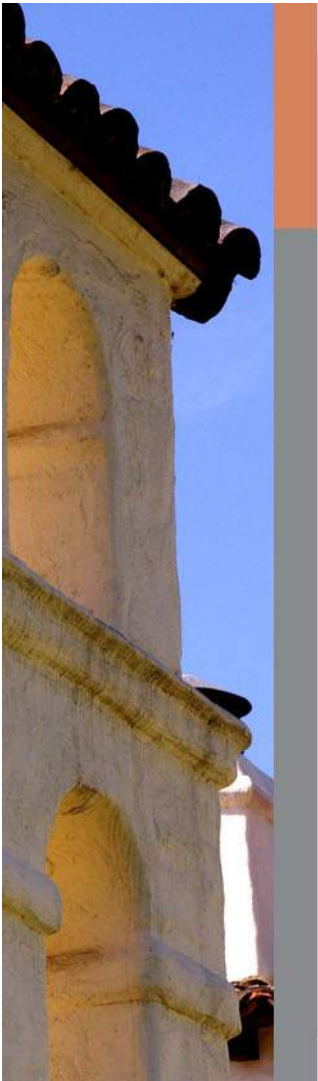




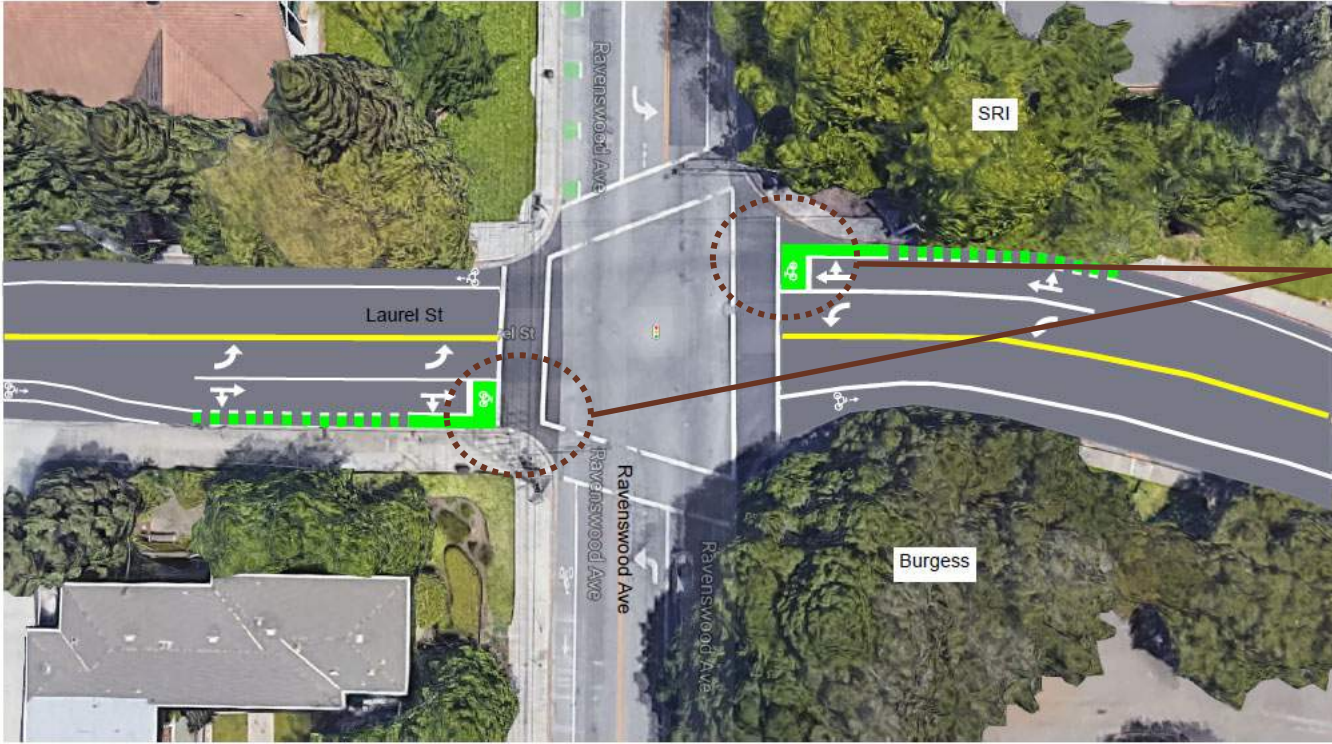
No right turn on red when bicycles are present



SB Hamilton Ave. at Willow Rd.

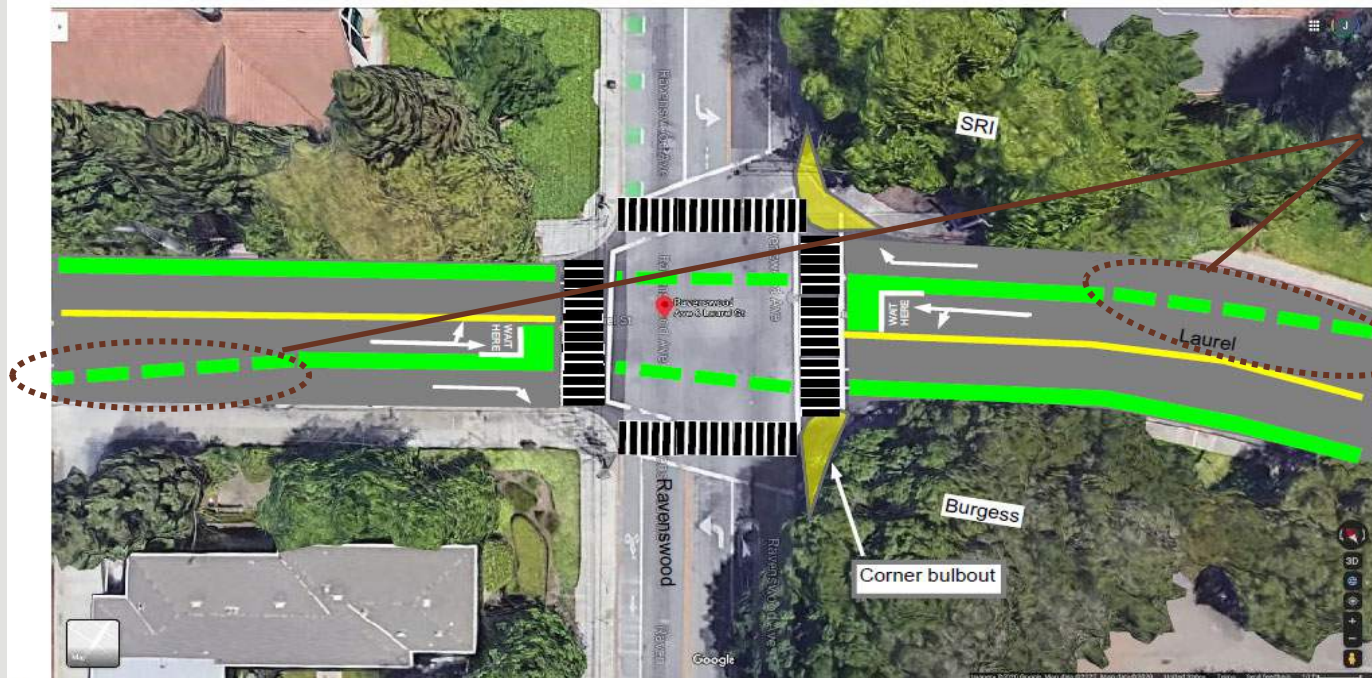


Alternative I



Bike/car conflict points

Alternative II



Bike/car
conflict points

Includes:

1. Bike boxes
2. Corner bulbouts (pilot implementation using paint and plastic bollards)
3. Ladder crosswalks
4. Countdown clocks with leading pedestrian interval
5. Dashed bike lane markings across intersection



NACTO Urban Bikeway Design Guidance

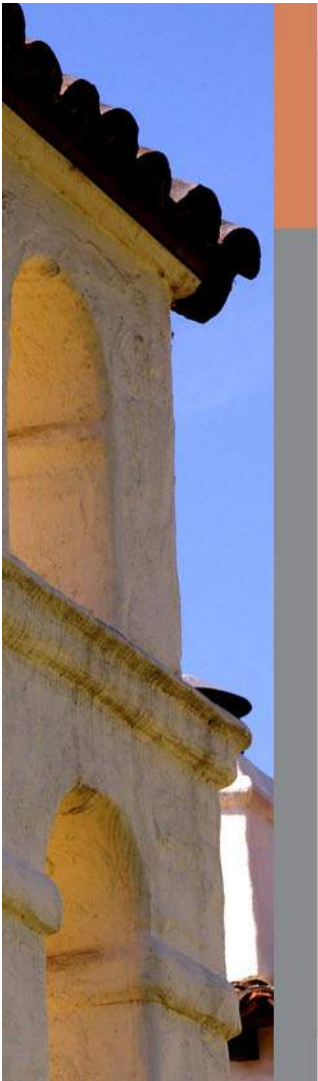


- Recommends both Alternatives I and II as safe “bike through bike lane’ treatments’ which do the following:
 - Enables bicycles to position themselves safely relative to the vehicular lanes.
 - Reduces conflicts between turning vehicles and bicycle through traffic
 - More predictable bicyclist and motorists and bicycle through traffic
 - Alert motorists to merging bicycle traffic
 - Appropriate location for motorists to merge safely across the bike lane



Level of Service Analysis Results- 2022 Conditions (PM Peak Hour)

	Alternative I	Alternative II
Approach Delay and LOS (NB)	47.8 seconds D	67.4 seconds E
Queue Length (veh.) (NB)	14	23

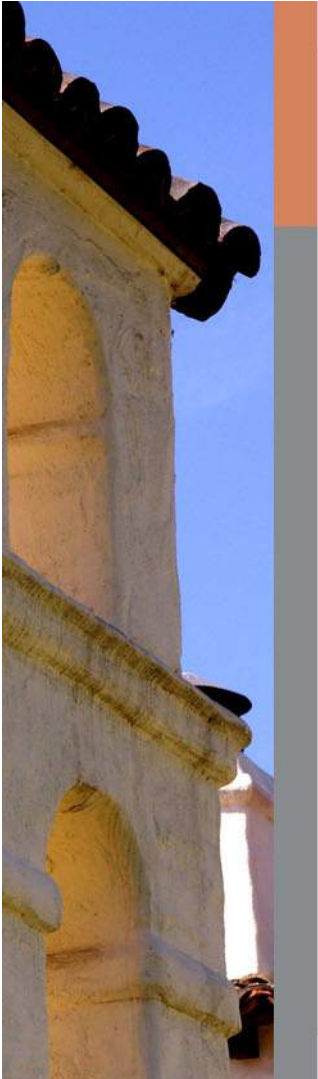


Queue Length 2022 Conditions-NB (PM)



Alt. II





Staff's Recommendations



- Authorize City Manager to enter into funding agreement with Real Social Good Investments, LLC
- Approve Resolution No. 6603 to establish no parking zones on the west side of Laurel Street
- Approve the installation of No Right Turn on Red when bicycles are present sign
- Approve Alternative I as the intersection design layout



THANK YOU



STAFF REPORT

City Council Meeting Date: 12/8/2020
Staff Report Number: 20-261-CC

Regular Business: Adopt Resolution No. 6602 approving the City Council Community Funding Subcommittee's recommendations regarding the 2020-21 community funding allocation and amending the fiscal year 2020-21 budget

Recommendation

The City Council Community Funding Subcommittee recommends that the City Council adopt Resolution No. 6602 (Attachment A) amending the fiscal year 2020-21 budget and approving the proposed 2020-21 community funding allocation in the amount of \$276,000.

Policy Issues

The Subcommittee's recommendation is consistent with the City Council's current community funding program policy, and well within the allowance for allocation of up to 1.7 percent of projected 2020-21 property tax revenue (approximately \$512,000.)

Both City Council subcommittee members City Councilmember Carlton and Vice Mayor Combs indicated that they had no current or recent affiliations with any of the applicant organizations.

Background

The City of Menlo Park adopted a formal policy guiding allocation of general fund dollars to community organizations in 1996 (see "Community Funding Program," Attachment B) to leverage City funds in response to the human service needs of Menlo Park residents.

The policy guidelines stipulate that eligible programs must address a verified community need and have a significant Menlo Park client base. Priority service areas include emergency assistance for those who are homeless or low-income; assistance to the disabled; help for seniors to be independent; senior day care support; youth services including recreational and summer academic support; crisis and family counseling; and substance abuse prevention. Applicants must maintain accounting records with an independent audit at least once every two years.

Each fiscal year, according to the policy, no more than 1.7 percent of projected general fund property tax revenue may be allocated to the community funding program. This ceiling would amount to approximately \$512,000 for the 2020-21 fiscal year adopted budget.

The general fund budget for fiscal year 2020-21 includes \$206,250 for eligible community programs selected for funding, an amount reduced from fiscal year 2019-20 due to the economic effects of the pandemic.

Analysis

City Councilmember Carlton and Vice Mayor Combs were appointed as the Community Funding Subcommittee for fiscal year 2020-21. The Subcommittee is charged with evaluating funding requests and making recommendations to the full City Council as to the allocation of the funds budgeted for the community funding program.

This year, the City provided notice of the grant program to agencies that received funding in prior years as well as additional organizations referred by City Council members and staff. Thirty agencies responded with requests totaling \$549,500, an increase of \$122,500 from the amount requested in fiscal year 2019-20. Six organizations submitted applications that did not apply last year. Applicant agencies provide services such as counseling, crisis intervention, employment assistance, shelter, hospice services, community health, risk reduction education, and youth and senior services.

The Subcommittee reviewed the weighted criteria established to assess the applications against factors aligned with the community funding policy such as: verified program results; impact on the Menlo Park community; percentage of total budget spent on administrative overhead; receipt of City funding in previous years; community need for the program; unduplicated service or, if duplicated, evidence of collaboration; and alignment with City Council goals for the program. While weighting assessment criteria, it was noted that the direct service requirement may benefit from review due to the nature of some services offered and the difficulty in obtaining the policy thresholds.

All agencies that applied for funding this year were allocated at least \$500 except two: AbilityPath did not meet the direct service requirement despite being a large organization, and the Menlo Park City School District was determined to be ineligible as it is not a 501(c)(3) nonprofit organization.

The largest grants, were to Star Vista, \$25,000, for youth counseling services at Menlo Atherton High School; to Samaritan House, \$20,000, for emergency financial assistance for at-risk individuals and families helping with rent or critical bills, as well as meal delivery to those facing food insecurity; and LifeMoves, \$20,000, to aid the Haven Family House facility and provide shelter to homeless families. In total, the Subcommittee is recommending \$276,000 in funding awards for this year. This amount exceeds the adopted fiscal year 2020-21 budget by \$69,750 and would require an amendment, but is lower than the amount awarded in fiscal year 2019-20 and recognizes the extraordinary needs in the community at the current time.

The table on the following page outlines funding allocations approved by the City Council in fiscal year 2019-20, requests for fiscal year 2020-21, and the Subcommittee recommendation.

Agency	Fiscal year 2019-20 allocation	Fiscal year 202-21 request	Subcommittee recommendation for fiscal year 2020-21
AbilityPath	\$ -	\$ 20,000	\$ -
Acknowledge Alliance	18,000	30,000	16,500
All Five	-	11,500	8,000
All Students Matter	2,000	10,000	5,000

Boys & Girls Clubs of the Peninsula	15,000	15,000	15,000
Center for Independence of Individuals with Disabilities	-	15,000	10,000
CORA - Community Overcoming Relationship Abuse	7,500	7,500	7,500
County of San Mateo Jobs for Youth	1,500	3,000	1,500
Family Connections	10,000	15,000	7,500
Human Investment Project	15,000	15,000	15,000
JobTrain, Inc.	10,000	10,000	8,000
Junior League of Palo Alto/Mid Peninsula	-	15,000	10,000
Legal Aid Society of San Mateo County	7,000	7,000	7,000
LifeMoves	20,000	20,000	20,000
Menlo Park City School District	-	100,000	-
My New Red Shoes	500	1,500	500
Nuestra Casa de East Palo Alto	6,000	10,500	5,000
Peninsula Conflict Resolution Center	20,000	30,000	15,000
Peninsula Volunteers, Inc.	20,000	40,000	17,000
Ravenswood Education Foundation	10,000	10,000	10,000
Rebuilding Together Peninsula (RTP)	8,000	10,000	6,500
Riekes Center for Human Enhancement	8,000	10,000	8,000
Rotary Club of Menlo Park Foundation	1,500	3,000	1,500
Samaritan House	17,500	27,500	20,000
Service League of San Mateo County	3,000	3,000	2,500
StarVista	30,000	40,000	25,000
Upward Scholars	-	20,000	7,000
Vista Center for the Blind and Visually Impaired	10,000	15,000	15,000
WeHOPE	-	20,000	7,000
Youth Community Service	10,000	15,000	5,000
Other fiscal year 2019-20 awardees that did not apply	16,050	-	-
Total	\$ 276,550	\$ 549,500	\$ 276,000

Additional information about each organization's application is available in the city manager's office.

Impact on City Resources

The fiscal year 2020-21 adopted budget includes \$206,250 in appropriations to fund the subcommittee's recommended grants and requires an amendment to increase expenditures by \$69,750, reducing the

operating surplus, which is \$2.25 million in the fiscal year 2020-21 amended budget.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Resolution No. 6602, approving the City Council Community Funding Subcommittee's recommendations regarding the 2020-21 community funding allocation
- B. City Council Policy #CC-01-1996 Community Funding Program

Report prepared by:

Nicole Casados, Executive Assistant to the City Manager

Rani Singh, Business Manager

Adriane Lee Bird, Assistant Community Services Director

Dan Jacobson, Assistant Administrative Services Director

Report reviewed by:

Nick Pegueros, Assistant City Manager

RESOLUTION NO. 6602

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
APPROVING THE CITY COUNCIL COMMUNITY FUNDING SUBCOMMITTEE
RECOMMENDATIONS REGARDING ALLOCATION OF FISCAL YEAR 2020-21
COMMUNITY FUNDING AND AMENDING THE FISCAL YEAR 2020-21 BUDGET**

The City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore.

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby approve the City Council Community Funding Subcommittee recommendations regarding the allocation of fiscal year 2020-21 community funding in the amount of \$276,000, as more particularly set forth in the staff report presented to the City Council on December 8, 2020.

BE IT FURTHER RESOLVED that the fiscal year 2020-21 budget is amended to increase expenditures for Community Funding Grants in the General Fund from \$206,250 to \$276,000.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the eight day of December 2020, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this eight day of December 2020.

Judi A. Herren, City Clerk

COMMUNITY FUNDING PROGRAM

City Council Policy #CC-01-1996
Effective 06/04/1996



Purpose

To provide guidelines for the award of monetary support to local nonprofit agencies whose programs respond to the human service needs of Menlo Park residents. This funding is not intended for use as the sole support of any agency. All recipients of financial assistance grants enter into a contractual agreement with the City detailing the specific objectives to be accomplished as a result of the grant.

Policy

1. Goals and Philosophy

The City of Menlo Park recognizes that:

- 1.1 The availability of basic human service programs is a key determining factor in the overall quality of life of Menlo Park residents;
- 1.2 The most cost-effective and efficient manner to insure that these services are available to local residents is through the development of agreements with existing nonprofit agencies;
- 1.3 Contractual agreements with nonprofit agencies allow the City to influence the human service programs offered to Menlo Park residents; and
- 1.4 Financial assistance grants demonstrate the City's support of the activities of specific nonprofits and make it possible for these agencies to leverage additional funds that will benefit local residents.

2. Eligibility

- 2.1 All applicants must be formally incorporated nonprofit entities and must be tax exempt (under Section 501(c)(3) of the IRS Code, and Section 2370(d) of the California Revenue and Taxation Code).
- 2.2 All applicants must be agencies based in Menlo Park or agencies that provide services throughout the County of San Mateo who can demonstrate a significant Menlo Park client base.
- 2.3 All applications must provide a service that is not a duplication of an existing public sector program, OR if the service is duplicated, the applicant must show why it is not an unnecessary duplication of service.
- 2.4 All applicants shall maintain accounting records that are in accordance with generally accepted accounting practices. The agency must have an independent audit performed at least once every two years.
- 2.5 The agency must have bylaws that define the organization's purposes and functions, its organization and the duties, authority and responsibilities of its governing body and officers.
- 2.6 Governance of the agency should be vested in a responsible and active board that meets at least quarterly and establishes and enforces policies. The board should be large enough and so structured to be representative of the community it serves. It should have a specific written plan for rotation or other arrangements to provide for new members.

- 2.7 The agency must provide for adequate administration of the program to insure delivery of the services. The agency must provide that it has a written job description for each staff position and an organizational chart approved by the board. One individual should be designated as the full time director of the agency.
- 2.8 No less than 85 percent of City funds granted must be used for direct services as opposed to administrative costs.
- 2.9 City grants can represent no more that 20 percent of an applicant's total operating budget.
- 2.10 All recipients agree to actively participate in City efforts to coordinate and to improve human services within the City.
- 2.11 The program described must respond to a verified community need as defined by the City Council:

Disabled. Emphasizes support of programs that will allow the disabled to actively participate in their community and maintain independence from institutional support.

Emergency Assistance and Low Income Support. Emphasizes support of programs that can meet emergency needs for people in crisis such as victims of homelessness, rape, and domestic violence and the basic needs such as food, etc., for low-income residents.

Seniors. Emphasizes support of programs which serve predominantly low income, frail and minority seniors; and those programs which make it possible for seniors to continue to be independent and active community participants.

Youth. Emphasizes support of delinquency prevention services including recreation; crisis and family counseling; substance abuse prevention; child care and acculturation of ethnic minorities.

3. Procedure

Any agency requesting financial assistance must complete the required application and submit it to the Administrative Services Department. The City Council Community Funding Subcommittee is responsible for reviewing all proposals and submitting recommendations for funding to the City Council.

4. Funding

Grants are funded by the General Fund. Each fiscal year, no more than 1.7 percent of general fund property tax will be allocated to the Community Funding Program.



STAFF REPORT

City Council

Meeting Date: 12/8/2020

Staff Report Number: 20-258-CC

Regular Business: Approve outdoor dining grant program

Recommendation

Staff recommends approving a grant program to award one-time business grants not-to-exceed \$20,000 per eligible applicant to expedite the construction of new temporary outdoor dining options in response to the COVID-19 pandemic emergency. The total amount available for grants under this recommendation is \$100,000 and may only be awarded to eligible applicants. The San Mateo County Economic Development Association (SAMCEDA) and San Mateo Credit Union Community Fund (SMCU Community Fund), a 501(c)(3), will administer the grant program as approved by City Council. City Council also authorizes the city manager to enter into an agreement with SMCU Community Fund to administer disbursement of funds.

Policy Issues

The City Council amended budget identified the use of up to \$100,000 of CARES Act funds distributed by the State of California to the City of Menlo Park for an outdoor dining grant program. A partnership with SAMCEDA and SMCU Community Fund allows the City to offer financial support in an expedited manner to support local restaurants.

Background

The City Council's business taskforce subcommittee (Taylor and Carlton) met November 5 and agreed to recommend that City Council approve emergency support for local restaurants to construct new temporary outdoor dining options. At City Council's November 10 meeting, City staff transmitted the subcommittee's recommendation and a conceptual plan to collaborate with a local nonprofit to administer the grant program. City Council voted unanimously to amend the 2020-21 budget to include \$100,000 of unanticipated CARES Act reimbursement funds for the potential grant program. The approval requires City Council review and approval of the grant program details before accepting applications.

Analysis

Local eateries promote community vibrancy. The loss of local eateries adversely impacts the quality of life for all residents and the economic security of those who work at local eateries. In response to initial health order directives prohibiting indoor dining, outdoor dining as become an essential option for local eateries to sustain themselves while safely serving the community. On December 3, Governor Newsom announced that the Bay Area would be subject to a 21-day stay-at-home order by the middle of December. A surge in demand for intensive care unit (ICU) beds necessitates the order and will result in eateries closing to indoor and outdoor dining for 21-days. When the stay-at-home order expires, public health restrictions outlined in the state's "Blueprint for a Safer Economy" purple tier allow restaurants to offer in-person outdoor dining only.

City staff has worked with SAMCEDA and SMCU Community Fund, a nonprofit 501(c)(3), to develop a grant program to support installing new temporary outdoor dining options. It is anticipated that the new temporary outdoor dining options may simply consist of heater lamps and protection from rain and wind to allow for winter dining. Installation of new temporary outdoor dining options must comply with the City's Urgency Ordinance and must be reviewed for health and safety by the Building Official and comply with local and State guidelines. Grant program funding is possible through the City's receipt of unanticipated CARES Act reimbursements from the State of California.

Grant application and eligibility requirements

City staff will develop an online application available to businesses and applicants may request a one-time grant of up-to \$20,000. City staff will determine the application window and deadline. City and SAMCEDA staff will review complete applications in the order received as recorded by electronic time/date stamp to ensure compliance with the following requirements:

1. The applicant is a brick and mortar eatery with a full-service kitchen located in the City of Menlo Park's corporate boundaries.
2. The applicant has operated lawfully, as listed in the City's business license and permitting records, on or before the proclamation of a local emergency due to the COVID-19 pandemic, March 11, 2020; eateries that have changed ownership after March 11, 2020, are eligible.
3. The applicant is in full compliance with all local regulations including but not limited to County environmental health regulations, City of Menlo Park planning, building, public works, business license, and local minimum wage ordinances.
4. The applicant is an independent brand that has no more than five locations in San Mateo County, regardless of same or different ownership.
5. The applicant has not received past City of Menlo Park grants or contributions toward the construction of new temporary outdoor dining options.
6. The applicant furnishes a signed indemnification agreement releasing the City, SAMCEDA and San Mateo Credit Union, and SMCU Community Fund of all claims arising out of or attributable to the temporary outdoor dining options.

SAMCEDA will notify the applicant of their pre-approval. The eatery must then apply for and be granted a Temporary Outdoor Use Permit. Upon receipt of all required permits, the eatery may proceed with approved installation. When work is complete and the eatery receives occupancy approval granted by the City, SAMCEDA will submit the final application to SMCU Community Fund for their independent review and disbursement upon confirmation that the application meets all City Council approved requirements.

Grants by City Council district

The subcommittee expressed a desire to support eateries across the City. City staff recommends awarding grants by City Council district (District), Attachment A, in an iterative process on a first-come, first-served basis, by District. City Council may alter awards by District to concentrate funds in any number of specific areas such as downtown which straddles two Districts and/or Bayfront along Willow Road. The maximum award to any applicant is \$20,000, without regard to District. The following outlines the award process:

- First round awards
 - The first eligible application in each District receives their full grant request up to \$20,000.
 - If the first grant award is less than \$20,000, and the second eligible application received in that District is awarded, the difference between \$20,000 and the amount awarded to the first eligible applicant.
 - If there are no eligible applicants in a District, \$20,000 rolls over to the second round.

- Second round awards
 - After the first round, remaining funds across all Districts are made available to top-off any partial awards in round 1.
 - Priority of top-off awards shall be in the following order: District 1, District 2, District 3, District 4, District 5.
- Subsequent rounds, if necessary
 - The first and second rounds are repeated until funds are fully awarded in the following order: District 1, District 2, District 3, District 4, District 5.
 - Example – If \$20,000 remains after the first two rounds, the next eligible application in District 1 will receive their requested grant up to \$20,000. If there are no eligible applications in District 1 or funds remain for a partial award, the next eligible request in District 2 is awarded up to \$20,000, or remaining funds, whichever is less. At no time may a grant to a single business be more than \$20,000, nor may the sum of all grant awards under this program exceed \$100,000.

Grant disbursements to grantees

Grantees will be eligible for grant award disbursement upon completion of new temporary outdoor dining options as determined by a receipt of occupancy approval granted by the City's building official Menlo Park. SAMCEDA will submit final award documents to SMCU Community Fund for independent confirmation of grant eligibility and compliance with the program approved by City Council.

To facilitate the grant program, SMCU Community Fund requires that the City fully fund the grant program by electronic transfer, \$100,000, to be held for the benefit of Menlo Park-based businesses. SMCU Community Fund also requests an administration fee of \$10,000.

Transparency and reporting

Applicants will be listed on the City website detailing their name, location, date and time of application receipt, requested amount, the amount awarded, and status of final disbursement by SMCU Community Fund. City staff will transmit periodic updates as informational items for City Council at regularly scheduled meetings.

Unused funds

Any unused funds will remain with SMCU Community Fund to support future grant projects benefiting Menlo Park businesses.

Impact on City Resources

City Council appropriated \$100,000 to provide grants using unanticipated CARES Act reimbursements from the State of California. An additional \$10,000 is required to compensate SMCU Community Fund for administrative costs and will be included in the January 2021 midyear budget amendment.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 24 hours prior to the meeting.

Attachments

A. Hyperlink – District boundaries:

menlopark.maps.arcgis.com/apps/InformationLookup/index.html?appid=83d9c16b24d2493893fde31135490a7e

Report prepared by:

Nick Pegueros, Assistant City Manager

Reviewed by:

Cara Silver, Interim City Attorney



December 7, 2020

Dear Members of the City Council,

Yesterday afternoon, Fran Dehn kindly informed us that there may be an opportunity to participate in the outdoor dining grant program. I read through the Staff Report and wanted to make sure that we would be eligible to submit an application, since we've already been through the permitting, building, and approval process.

We have invested approximately \$28,000 in our outdoor dining space since receiving approval to build our parklet. This includes the construction of the new patio, additional tables and chairs, and countless propane heaters to keep our customers warm. As we've discussed previously in City Council meetings and with the Chamber of Commerce in our Downtown Business Alliance meetings, business has suffered since the beginning of the pandemic and we expect our year to end at a 60% loss, if we can manage to make it through a devastating holiday season with continued outdoor seating. If we move back to a to-go only model, the losses will be far greater. We are very grateful for the support of the City Council and Chamber and appreciate that we didn't have additional permit fees to complete the work we did, but we would absolutely appreciate any assistance with the costs we've incurred to remain doing business.

Our PPP loan was very helpful in the beginning to cover our payroll costs, however, it has not been 100% forgiven and we will begin making monthly payments next month. While we have been fortunate to remain open for outdoor dining in the latest version of the new stay-at-home order, we may be days away from returning to a to-go only model, which makes it almost impossible to generate the revenue we need to afford basic expenses. We have kept every member of our staff continuously working since the beginning of the pandemic, creatively repurposing them in different positions to keep them employed. We are offering delivery, family-style meals, and special holiday menus, but we are out of resources. Our fixed expenses remain the same, we've invested money to keep business running during a time when we need to be conscious of every penny spent. We are trying to remain positive that this will end soon and financial assistance would be incredibly helpful in allowing us to continue serving the community and keeping Menlo Park a vibrant downtown.

We'd like to submit an application for the business grant program and look forward to your assistance with the process. Thanks for your consideration and we hope to remain part of the Menlo Park community for many years to come.

Sincerely,

Ali El Safy



STAFF REPORT

City Council

Meeting Date: 12/8/2020
Staff Report Number: 20-255-CC

Informational Item: City Council agenda topics: December 2020 to February 2021

Recommendation

The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

Policy Issues

In accordance with the City Council procedures manual, the mayor and city manager set the agenda for City Council meetings.

Analysis

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through February 9, 2021. The topics are arranged by department to help identify the work group most impacted by the agenda item.

Specific dates are not provided in the attachment due to a number of factors that influence the City Council agenda preparation process. In their agenda management, the mayor and city manager strive to compile an agenda that is most responsive to the City Council's adopted priorities and work plan while also balancing the business needs of the organization. Certain agenda items, such as appeals or State mandated reporting, must be scheduled by a certain date to ensure compliance. In addition, the meeting agendas are managed to allow the greatest opportunity for public input while also allowing the meeting to conclude around 11 p.m. Every effort is made to avoid scheduling two matters that may be contentious to allow the City Council sufficient time to fully discuss the matter before the City Council.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. City Council agenda topics: December 2020 to February 2021

Report prepared by:
Judi A. Herren, City Clerk

Tentative City Council Agenda

#	Title	Department	Item type
1	AB 1600 impact fees report	ASD	Consent
2	Budget	ASD	Regular
3	Receive and file the CAFR for the fiscal year ended June 30, 2020	ASD	Regular
4	Authorize the city manager to execute an agreement for BMR administration services	CDD	Regular
5	Response to Grand Jury Report - ADU	CDD	Regular
6	Certify election results	CMO	Regular
7	City Council appointments to regional boards, commissions and committees	CMO	Regular
8	City Council subcommittees	CMO	Regular
9	MPCC final approvals	CMO	Public Hearing
10	Provide direction to the City's voting delegate regarding regional vacancies for the City Selection Committee's December meeting	CMO	Regular
11	Recognition of the outgoing city councilmember	CMO	Regular
12	Recognition of the outgoing Mayor	CMO	Regular
13	Selection of the 2021 Mayor and Vice Mayor	CMO	Regular
14	Swearing in of new city councilmembers	CMO	Regular
15	First reading of ord no. XXXX amending city council regular meeting schedule	CMO, CA	Regular
16	Authorize the CM to execute contract with for integrated library system	LCS	Regular
17	Adopt resolution for urban greening grant for Willow/US 101 interchange landscaping	PW	Consent
18	Authorize city manager to enter in agreement with Golder for Bedwell Bayfront Gas and Leachate design	PW	Regular
19	Emergency water supply update	PW	Informational
20	Transportation Management Association (TMA) update	PW	Informational
21	Goal settings	Various	
22	Joint meeting with MPFPD	Various	Joint meeting

ASD-Administrative Services
 CMO- City Manager's Office

CD-Community Development
 LCS-Library and Community Services

PD-Police
 PW-Public Works



STAFF REPORT

City Council

Meeting Date:

12/8/2020

Staff Report Number:

20-262-CC

Informational Item:

Transmittal of the comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2020

Recommendation

This item is informational and requires no action.

Policy Issues

Management is responsible for preparing annual financial statements within 180 days following the close of each fiscal year. Financial statements are prepared in accordance with government accounting standards board (GASB) proclamations, generally accepted accounting principles (GAAP), and conform to presentation standards established by the government finance officers' association (GFOA.) The annual financial statements are subsequently audited by an independent external auditor, which reports to the City Council, to ensure that management has complied with GASB, GAAP, and GFOA guidance and that the statement fairly reflect the City's financial position in all material respects.

Background

Following the close of each fiscal year which ends June 30, the City's external auditors conduct an audit of the City's financial records and assist in the compilation of the CAFR. The paramount objective of general purpose external financial reporting is accountability. The goal of a financial statement audit is to provide reasonable assurance from an independent source that the information presented in the statements is reliable. The audit for the fiscal year ended June 30, 2020, was recently completed by Lance, Soll & Lunghard, LLP (LSL, the auditor,) Certified Public Accountants. LSL was selected by the City Council as the City's independent auditor in 2019, and this is their second year of an initial three-year engagement.

At a special meeting November 18, 2020, the Finance and Audit Committee (FAC) was able to meet with a representative from LSL in order to review the report on findings during the audit, one of the items outlined in the FAC charter, though the CAFR was not completed at that point. The FAC expressed an interest in review of the CAFR before its transmission to the City Council.

Analysis

As a report issued by management and verified by the City Council selected independent external auditor, the annual financial statements are a statement of fact. The CAFR is relied upon by policymakers, residents, underwriters, and investors to compare Menlo Park's financial condition to a set of established norms. The complexity of the CAFR, representing the financial position of the entire City organization across 40 funds, is such that it can be difficult to interpret themes, identify salient questions, and provide context in a way that is approachable for community members.

City Council has charged the FAC to support delivery of timely, clear, and comprehensive reporting of the City's fiscal status to the community at large. While the financial statements are final and may not be substantively edited, the FAC has the opportunity to review the document and provide input to the City Council for their consideration before acceptance of the statements. Depending on the results of their review of the financial statements, the FAC may:

- Pose questions for areas or items where additional context may be beneficial for community understanding of the City's financial position
- Identify areas of particular interest which should be given additional attention
- Recommend formatting or stylistic changes which may be incorporated into future CAFR documents

Next steps

Staff will coordinate with the FAC to schedule a special meeting to review and discuss the CAFR. During this meeting, it is anticipated that the FAC will address the earlier points or identify other salient topics, providing the opportunity for expanded context when the report is presented to City Council.

In keeping with best practices in municipal finance, the CAFR will be posted to the City's website no later than December 31, 2020. The City Council is tentatively scheduled to receive the CAFR at its first public meeting in January 2021.

Impact on City Resources

There is no impact on City Resources.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

None.

Report prepared by:

Dan Jacobson, Assistant Administrative Services Director



STAFF REPORT

City Council
Meeting Date: 12/8/2020
Staff Report Number: 20-266-CC

Informational Item: Second quarter personnel update

Recommendation

This is an informational item and does not require City Council action. The purpose of this informational item is to provide the City Council and members of the public, regular updates on personnel vacancies, recruitments and midyear personnel budget requests.

Policy Issues

The City Council appoints the city manager and adopts an annual operating budget that includes full-time equivalent (FTE) personnel levels. Except for the city attorney, who reports to the City Council directly, all city employees report to the or designee.

Background

The fiscal year 2020-21 adopted required significant adjustment to City operations, including eliminating all vacant positions, to offset the adverse revenue impacts of the COVID-19 pandemic.

Analysis

Attachment A outlines personnel vacancies, recruitments and midyear personnel budget requests by City department.

Impact on City Resources

There is no impact on City resources.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Quarterly personnel update memorandum

Report prepared by:

Theresa DellaSanta, Human Resources Manager

Nick Pegueros, Assistant City Manager



MEMORANDUM

Date: 12/3/2020
To: Nick Pegueros, Assistant City Manager
From: Theresa DellaSanta, Human Resources Manager
Re: 2nd quarter personnel report

The purpose of this update is to provide a status of recruitment for authorized full-time equivalent (FTE) personnel, assessment of vacancies for highest and best use of vacant FTEs in considering current operations, and track FTE reductions and additions as approved by City Council. The information contained includes all known personnel changes as of December 2, 2020.

Table 1: Quarterly personnel report as of December 2, 2020				
Department	Authorized FTEs	Total vacancies	Vacancies under recruitment	Vacancies on hold
Administrative services	19.5	1*	-	1
City manager's office	10	1**	-	1
Community development	27.75	3	2	1
Library and community services	58	3.25	-	3.25
Police	61.5	2	2	-
Public works	63	3***	3	-
Total	239.75****	13.25	7	6.25

* Provisional FTE expiring 6/30/2022

** Includes 1 upcoming separation

*** Includes 2 upcoming separations, active recruitments underway for replacements

****Excludes City Councilmembers (5 FTEs)

Administrative services

- Active recruitment and recent appointments – Employment offers have been extended to fill two budgeted and vacant positions in the information technology division. Under the Governor’s emergency order to suspend limitations on retired annuitants, the City has retained a retired annuitant to manage the finance division so that the assistant administrative services director has capacity to expedite on the new finance software implementation. The new software is critical to accommodate telework during the pandemic.
- Upcoming recruitments – None.
- 2020-21 personnel budget reductions – A total of two vacancies were eliminated as part of the fiscal year 2020-21 budget. Restoration of the eliminated positions requires City Council action and funding.

- Mid-year personnel budget requests – None.

City manager's office

- Active recruitments and recent appointments – Upon review of vacancies and staffing needs of the organization, one vacant and budgeted position moved from Library and Community Services to the City Manager's Office to support public engagement and communications needs cut during the budget process. The Library and Community Services position loss will impact the department's ability to restore pre-pandemic services once the COVID-19 local emergency subsides.
- Upcoming recruitments – The deputy city clerk is now vacant and the position is currently under review for highest and best use given current staffing demands and needs.
- 2020-21 personnel budget reductions – A total of two FTEs were eliminated in the fiscal year 2020-21 adopted budget. One position was restored by transferring a vacant position from Library and Community Services to the city manager's office. The effect of the transfer is an additional reduction to the Library and Community Services department budget above those cuts approved by the City Council as part of the adopted budget.
- Mid-year personnel budget requests – The city manager's office requested restoration of the management analyst eliminated through the budget process to augment resources available to streamline business systems. City Council has not taken action to authorize the proposed amendment. The City Manager may reassign a vacant position in another department to fulfill this need.

Community development

- Active recruitments and recent appointments – A recruitment for Senior Planner is currently underway to assist with preparation of the 2022 Housing Element, as approved by City Council approved both positions on November 10, 2020. Additionally, the department has hired a retired annuitant to provide the support necessary to deliver projects that include City Council directed Climate Action Plan reach code programs, Building Code Effectiveness Grading Schedule program (for FEMA related grants), and special projects directly related to the COVID-19 Pandemic.
- Upcoming recruitments – Staff is developing a plan for recruitment of the Community Development Director, as approved by City Council on November 10, 2020. Since budget adoption, one FTE has left due to attrition and the position is currently under review for highest and best use given current staffing demands and needs.
- 2020-21 personnel budget reductions - Five vacancies were eliminated as part of the fiscal year 2020-21 budget process.
- Mid-year personnel budget requests – At their November 10 meeting, City Council restored funding

for the positions of Community Development Director and Senior Planner to spearhead the 2022 Housing Element update and related zoning code amendments. An additional 1.25 FTE were requested on November 10 to support identified work plan projects including: accessory dwelling unit ordinance update, ConnectMenlo community amenities list update, El Camino Real/Downtown specific plan area housing development incentives and development and environmental review process education series. City Council has not taken action to authorize the 1.25 FTEs. City Council has not taken action to authorize the proposed amendment. The City Manager may reassign a vacant position in another department to fulfill this need.

Library and community services

- Active recruitments and recent appointments – None.
- Upcoming recruitments – None.
- 2020-21 personnel budget reductions – Twelve layoffs resulted from the fiscal year 2020-21 budget. Restoration of the eliminated positions requires City Council action and funding. Since budget adoption, three personnel have left due to attrition for a total of 2.75 FTEs. Additionally, one vacant full time equivalent personnel have transferred to the City Manager’s Office to support public engagement and communications. One FTE position has dropped to half time creating an additional 0.5 vacancy.
- Mid-year personnel budget requests – None. Additional shifts of vacant FTEs from library and community services will significantly impair the department’s ability to restore services when the pandemic subsides.

Police

- Active recruitments and recent appointments – Staff is working with Bob Murray & Associates on a comprehensive, nationwide search for Chief of Police. The city expects to appoint a permanent Chief by mid to late March. Two vacant dispatcher positions were filled in November, 2020. The department lost one police officer to another agency. As a result, one of the police officers who was laid off was reinstated to fill the vacancy. Additionally, the department has lost one police sergeant to another agency. An internal recruitment is underway and plans to select a candidate to fill the position is planned for the New Year.
- Upcoming recruitments – None.
- 2020-21 personnel budget reductions – A total of three non-sworn layoffs and six sworn layoffs resulted from the fiscal year 2020-21 budget. Additionally, five vacancies were eliminated as part of the budget process.
- Mid-year personnel budget requests – The police department requested restoration of one community services officers and two police officer positions dedicated to traffic enforcement and

eliminated through the budget process. City Council has not taken action to authorize the proposed amendment. The City Manager may reassign a vacant position in another department to fulfill this need.

Public works

- Active recruitments and recent appointments – Two maintenance recruitments are underway to fill vacancies for impending separations.
- Upcoming recruitments – The Department has lost one senior civil engineer to another agency. Staff is reviewing the current eligibility list for options to fill the vacancy.
- 2021 personnel budget reductions – Seven vacancies were eliminated as part of the fiscal year 2020-21 budget. Restoration of the eliminated positions requires City Council action and funding. In addition, since budget adoption the department has one additional FTE vacancy from attrition.
- Mid-year personnel budget requests – The November 10 budget amendment requested two FTE to support the Ravenswood Caltrain grade separation study and the Middle Avenue traffic calming project. City Council has not taken action to authorize the proposed amendment. The City Manager may reassign a vacant position in another department to fulfill this need.